

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, May 19, 2022**

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

DATE: Thursday, May 19, 2022
TIME: 5:30 p.m. Closed Session
6:30 p.m. Open Session
LOCATION: **IN PERSON**

Trustees
*Cristy Dawson, President
Dr. Frank Rivera III, Clerk
John Paff
Brian Swanson
Carolyn Swanson
Gabiella Gaona, Student Rep.*

Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/82868891229?pwd=NmQ5NWszclNuYjQ5cUlY1R5di9WUT09>

Meeting ID: 828 6889 1229

Passcode: 713395

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Meeting ID: 828 6889 1229

Passcode: 713395

Find your local number: <https://pgusd.zoom.us/j/82868891229>

Additional Teleconferencing Location

This meeting is also being conducted by teleconference at the following locations:
The garage at 485 Hillcrest Avenue, Pacific Grove, Ca 93950. White Tesla vehicle in District Office parking lot at 435 Hillcrest Ave, Pacific Grove, Ca 93950.

Each teleconference location is open to the public and any member of the public has an opportunity to address the School Board from a teleconference location in the same manner as if that person attended the regular meeting location. The School Board will control the conduct of the meeting and determine the appropriate order and time limitations on public comments from teleconference locations.

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.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, May 19, 2022**

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Roll Call

C. Adoption of Agenda

- Board Questions/Comments:

- Public Comment:

- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

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. Planning and Preparation – Meet and Confer Classified Confidential

2. Planning and Preparation – Adult School

3. Superintendent Goals and Evaluation

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Planning and Preparation – Meet and Confer Classified Confidential

2. Planning and Preparation – Adult School

3. Superintendent Goals and Evaluation

B. Pledge of Allegiance

IV. RECOGNITION OF ASB REPRESENTATIVE

Gabriella Gaona

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V. RECOGNITION OF RETIREES

Janie Lawrence, 22 years
Todd Buller, 32 years
Kathy Buller, 26 years
Kelly Terry, 22 years
Tony Molinski, 13 years
Mark Hahaney, 17 years
Vivian Bliss, 25 years
Kris Stejskal, 16 years

Pieper Bonnie, 18 years
Denise Engles, 24 years
Laura Rivera, 8 years
Marlene Roman, 35 years
Betty Minor, 50 years
Sarah Weber, 7.5 years
Pamela Chrislock, 28 years

VI. COMMUNICATIONS

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

VII. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board will also take public comment on each specific action item prior to Board action on each item. The Board will allow a reasonable amount of time for public comment on each agenda item not to exceed 3 minutes per speaker and no more than 20 minutes per agenda item, pursuant to Board Policy 9323. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever comes first. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

VIII. 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 May 5, 2022 Board Meeting 10
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #17 16
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #17.
- C. Classified Assignment Order #17 18
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #17.

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- D. Warrant Schedule 643 20
Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District’s budget, and purchasing and accounting practices and therefore, recommend Board approval.
- E. Monterey Bay Charter School Lease Agreement 2022-23 Revision #17 22
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends approval of Lease Agreement Revision #17 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2023.
- F. Lease Agreement with Monterey Bay Swim Club 25
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the Lease Agreement with the Monterey Bay Swim Club (MBSC).
- G. Acceptance of Quarterly Treasurer’s Report 30
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board accept the Quarterly Treasurer’s Report for the quarter ending March 31, 2022.
- H. Contract for Services with David Sonderegger, E-Rate Filing Services 45
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the contract for services with David Sonderegger to provide E-Rate filing services for the 2022-2023 fiscal year.
- I. Lease Agreement with The WAVE Youth Program of Pacific Grove 49
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the 2022-23 Lease Agreement with The Wave Youth Program of Pacific Grove. (The Wave)
- J. Memorandum of Understanding with North Monterey County Unified School District for Independent Study 52
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the 2022-2023 Memorandum of Understanding (MOU) with North Monterey County Unified School District (NMCUSD) for Independent Study.
- K. Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.) at Pacific Grove Middle School 55
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the contract for services with Independent Audio of the Monterey Peninsula (I.A.M.P.), to provide service and maintenance of audio equipment in the Pacific Grove Middle School auditorium.
- L. Contract for Service with Uretsky Investigation Security 61
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Business Office recommends that the Board approve the Contract for Services agreement between Pacific Grove Unified School District and Uretsky Investigation Security to provide residency investigation services for the 2022-23 fiscal year.

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- M. Agreement for Legal Services for 2022-23 67
Recommendation: (Ralph Gómez Porras, Superintendent) Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2022-23.
- N. Approval of California School Board Association GAMUT Online Service Agreement 74
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2022-23 in the amount of \$5,135.00.
- O. Contract for Services with Tri-County Fire Protection 82
Recommendation: (Stephanie Lip, Nutrition Director) The District Administration recommends the Board review and approve the contract for services with Tri-County Fire Protection for the 2022-23 school year.
- P. Contract for Services for Document Tracking Services (DTS) 86
Recommendation: (Ani Silva, Director of Curriculum & Special Projects) The District Administration recommends the Board review and approve the contract for services with Document Tracking Services for the 2022-23 school year.
- Q. Contract for Services for FAST Translation Services for Curriculum 89
Recommendation: (Ani Silva, Director of Curriculum & Special Projects) The District Administration recommends the Board review and approves the contract for services with FAST Translation services.
- R. Contract for Services with Federico’s Embroidery for the 2022-2023 School Year 92
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Federico’s Embroidery to provide embroidery services to place recognition insignia on Graduation stoles.
- S. Contract for services with Parchment Services 98
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Parchment Services for Pacific Grove High School.
- T. Contract for Services with Pacific West Water Purification Inc 114
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Pacific West Water Purification Inc to provide service to a reverse osmosis drinking water system at PGHS.
- U. Contract for Services with Planned Parenthood Mar Monte at Pacific Grove High School 120
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Planned Parenthood Mar Monte.
- V. Contract for Services with Premier Studios 126
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Premier Studios.
- W. Contract for Services with Third Watch Security and Investigations 132
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Third Watch Security and Investigations to provide security services surrounding the 2023 PGHS Graduation Ceremony.

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- X. Contract for Services with Josten’s Inc for the 2022-23 School Year. 138
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Josten’s Yearbook.
- Y. Contract for Services with Ashley Beem and Beem Video 143
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Beem Video.
- Z. Contract for Services with ArbiterPay 149
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with ArbiterPay.
- AA. Contract for Services with Field of Dreams Designs for the 2022-23 School Year 155
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Field of Dreams Designs.
- BB. Officiating Services Contract with Northern California Lacrosse Referees Association dba NCLRA for the 2022-23 School Year 161
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Officiating Services Contract with Northern California Lacrosse Referees Association dba NCLRA.
- CC. Contract for Services with Valerie Rhoades 170
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Valerie Rhoades.
- DD. Contract for Services with Peninsula Sports Inc. dba PSI 176
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Peninsula Sports Inc dba PSI.
- EE. Contract for Services with Daniel Marquez dba DJ Dan Utica 182
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Daniel Marquez dba DJ Dan Utica.
- FF. Contract for Services with Jose Del Rio 188
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Jose Del Rio.
- GG. Contract for Services with Agile Sports Technologies dba HUDL for the 2022-23 School Year 194
Recommendation: (Lito M. Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Agile Sports Technologies dba HUDL.

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- HH. Contract for Services with MTH Photo Booth at Forest Grove Elementary School 207
Recommendation: (Buck Roggeman, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve a contract for services with MTH Photo Booth to provide service to provide a Photo Booth at Forest Grove Elementary School.
- II. Contract for Services with Kona Ice of Monterey & Salinas at Forest Grove Elementary School 212
Recommendation: (Buck Roggeman, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve a contract for services with Kona Ice of Monterey & Salinas. to provide service of Shaved ice at Falcon Fest on May 20, 2022 at Forest Grove Elementary School.
- JJ. Contract for services with F.A.S.T. Translations 214
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with F.A.S.T. Translations.
- KK. Contract for Services with Planned Parenthood Mar Monte 217
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with Planned Parenthood Mar Monte.
- LL. Contract with Linda Shingu, Speech and Language Pathologist (SLP) 220
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve a contract with Linda Shingu, SLP to provide students on Individual Education Plans with speech and language therapy sessions during the Extended School Year (ESY).
- MM. Contract for services with SNS Interpreting-Sign Language Interpreter 223
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve a contract for services with Sharon Neumann Solow MA, CSC, SC:L, to provide sign language interpretation as needed for students and families.
- NN. Contract for Services with Silke Communications 226
Recommendation: (Barbara Martinez, Safety Director) The District Administration recommends the Board review and approve the contract for service with Silke Communications for Service and Maintenance Agreement for the 2022-2023 school year.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

IX. PUBLIC HEARING/ACTION/DISCUSSION A

- A. Public Hearing and Approval for Tentative Agreement with California School Employees Association 229
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board hold a Public Hearing for the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA), and then immediately following the Public Hearing, approve the agreement as presented.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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Open Public Hearing: _____ Close Public Hearing: _____

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

X. ACTION/DISCUSSION

B. District Update on Response to COVID-19 260

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

C. Approval of Pacific Grove Unified School District Adult Education Teachers Agreement 261

Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Adult Education Teachers.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

D. LGBTQ+ Pride Month Flag Review 264

Recommendation: (Ralph Gómez Porras, Superintendent) The Board of Education directed Administration to bring the LGBTQ+ Pride Flag to review.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

E. Board Calendar/Future Meetings 265

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.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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XI. INFORMATION/DISCUSSION

A. Presentation of the California Healthy Kids Survey Results 2021-22 269

Recommendation: (Ani Silva, Director of Curriculum and Special Projects) Buck Roggeman, Forest Grove Elementary School Principal; Sean Keller, Robert Down Elementary School Principal; Sean Roach, Pacific Grove Middle School Principal; Jason Tovani, Pacific Grove Middle School Assistant Principal; Shane Steinback, Pacific Grove High School Assistant Principal will be presenting results of the California Healthy Kids Survey along with recommendations to address student needs.

- Board Comments/Questions:
- Public Comment:
- Board Direction: _____

B. A-G Improvement Grant Plan 270

Recommendation: (Ani Silva, Director of Curriculum and Special Projects; Lito Garcia, Pacific Grove High School Principal; Larry Haggquist, Pacific Grove High School Teacher on Special Assignment) The District Administration recommends that the Board review and discuss the A-G Completion Improvement Grant Plan as stipulated by the AB 130 legislation.

- Board Comments/Questions:
- Public Comment:
- Board Direction: _____

C. Future Agenda Items 276

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.

- Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)
- Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity
- Added March 17, 2022: Board Self Evaluation
- Added April 21, 2022: Review/Update on SRO Program and its effectiveness
- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process
- Added April 21, 2022: April 2023 ask Mission Trails JPA to present and educate the Board

- Board Questions/Comments:
- Public Comment:
- Direction: _____

XII. ADJOURNMENT

Next regular Board meeting: June 2, 2022

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of May 5, 2022 – District Office/Virtual

I. OPENED BUSINESS

- A. Called to Order 5:30 p.m.
- B. Roll Call
 - President: Trustee Cristy Dawson (CD)
 - Clerk: Trustee Frank Rivera (FR)
 - Trustee(s) Present: Trustee Carolyn Swanson (CS)
 - Trustee(s) Virtual At Alternate Location:
 - Trustee(s) Absent: Trustee Brian Swanson (BS)
Trustee John Paff (JP)
 - Administration Present: Superintendent Porras
Asst. Superintendent Chin-Bendib
 - Board Recorder: Alyssa Rodriguez
 - Student Board Member:
- C. Adopted Agenda

MOTION FR/CS to adopt agenda as presented.
Public comment: None
Motion CARRIED by roll call vote 3-0

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. Planning and Preparation – Meet and Confer Classified Confidential
 - 2. Planning and Preparation – Adult School
 - 3. Superintendent Goals and Evaluation
- B. Public comment on Closed Session Topics: None
- C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

- A. Report action taken in Closed Session:

For all items: Information taken and direction given. No Action taken.

1. Planning and Preparation – Meet and Confer Classified Confidential
2. Planning and Preparation – Adult School
3. Superintendent Goals and Evaluation

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

- CD : MCOE praising second interim report. Staff letter commenting on computer lab in middle school and thoughts about woodshop room. Parent praising covid safety efforts. Staff member wrote about credential issues and it was resolved. Staff message asked about kids getting sick who were in a school play. Letter regarding first grade class sizes.
- CS: Advocacy request from CSBA for Equine healing. Thank you from teacher about attendance at Robert Down open house. Request to present at future board meeting regarding dual enrollment. Youth ambassador panel interview request. Classified agreement thank you.

B. Board Member Comments

- FR: Inspired by Shamiel Gary presentation. Culinary competition at MCP May 15. Open house was wonderful.
- CS: Inquired about SELPA application for community advisory council. Honored to attend special education advocacy seminar. Presented article about how the board evaluating summer learning program. Attended open house and gave thanks to staff. Retiree recognition of Mrs. Wilman.
- CD: Great call with auditor regarding the district. Shoutout to JPA with community human services with new family shelter. Kudos to CSBA and others who worked on policy workshop.

C. Superintendent Report

Kudos to teachers and staff for Open House. Kudos to Trustee Carolyn Swanson and Trustee Brian Swanson with assisting with policy workshop. Board will be doing a special meeting for the 9000 Bi-laws. CSBA will provide first read of policies which will be reviewed sometime in August 2022.

D. PGUSD Staff Comments (Non Agenda Items)

- *Principal Roach: Kudos to PGMS choir. Mental health awareness day May 11. Concert at Performing Arts center May 11. 6th grade movie night May 14. Present continuation of 3-day week counseling. Great America trip May 20. 5th Grade visit to PGMS May 20. Kudos to High school for allowing use of facilities for promotion. District director securing grants for Avid program.*
- *Larry Haggquist: Taking on new role in district as summer school principal.*
- *Principal Keller: 100th year building celebration May 7.*
- *Principal Roggeman: Reporting 1st week of state testing went smooth. Kudos to district staff, site testing coordinator, and site tech. Thank negotiations team from PGTA.*
- *Laura Lea: Kudos to Lori Aiello for help with athletics department. Had great experience subbing in Moderate to severe class at PGHS and kudos to paraprofessionals. Athletics had full seasons all year.*
- *Shannon McCarty: Thank board and negotiations team on results. Kudos to FG open house.*
- *Ani Silva: Received grant from Chapman foundation for Gate. Kudos to Kim Shirts.*

- *Clare Davies: Kudos to Laura Lea for subbing. Kudos to Sara Birkett and Leslie Ternullo with state testing help. Kudos to PGMS and PGHS special education team on tour for incoming 5th and 9th graders.*
- *Erica Chapman: Thank district office and Robert Down PTA for teacher appreciation.*
- *Kristina Luciano: Thank district office and PTA for teacher appreciation.*

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- Jake Odello: Introduce himself as candidate running for Monterey County Board of Education.
- Jennifer Fenton: Presented Equine healing initiative and services provided.

VI. CONSENT AGENDA

- A. Minutes of April 21, 2022 Board Meeting
- B. Certificated Assignment Order #16
- C. Classified Assignment Order #16
- D. Acceptance of Donations
- E. Cash Receipts Report #6
- F. Contract with Positive Behavior Supports Corp. to Conduct a Functional Behavioral Assessment
- G. Contract for Services with IsoRhythms Music Therapy
- H. Community Human Services Joint Powers Authority Allocation
- I. Addendum to Medical Billing Technologies, Inc Contract
- J. Pacific Grove High School California Interscholastic Federation (CIF) School Representatives
- K. Contract for Services with Third Watch Security and Investigations
- L. 2022-23 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)

Consent Item L pulled by Carolyn Swanson

MOTION FR/CS to adopt Consent Agenda WITHOUT Item L as presented

Public comment: None

Move: FR Second: CS Roll Call Vote: 3-0

Trustees: Dawson A Rivera A Paff ___ B. Swanson ___ C. Swanson A

Consent Item L: 2022-23 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)

- *CS: Inquired if the agreement is a new agreement, if it has been approved by legal team, and why the documents have been signed by the staff first.*
- *Shane Steinback: The document is not new. The agreement is reoccurring but has been alter to verbiage has been added for clarity. CLNA added. The agreement has been approved by the MPC board.*

Public Comment: None

Motion CS/ FR to adopt Consent Item L

Motion CARRIED by roll call vote 3-0

VII. ACTION/DISCUSSION

- A. District Update on Response to COVID-19

Board Comments/Questions:

- *CS: Requested update covid safety plan with correct verbiage. Wanted clarification where the covid data*

is being pulled from. Clarified PGUSD will require re-masking if the positivity rate exceeds 5% AND 10 per 100,000.

Public Comment:

- *Nurse Powley: Covid numbers are being monitored closely. There is a threshold established. Parents, staff, and students will be notified in a timely manner should the threshold be surpassed and mask requirements change.*

No Action Taken.

B. Approval of Pacific Grove Unified School District Confidential Employees Agreement

Board Comments/Questions:

- *CD: Kudos to Principal Roggeman for representation with negotiations.*

Public Comment:

- *None*

Motion to approve as presented.

Move: FR Second: CS Roll Call Vote: 3-0

Trustees: Dawson A Rivera A Paff ___ B. Swanson ___ C. Swanson A

C. Contract for Services with MCOE through the allocation of CalHOPE Social Emotional Learning (SEL) funding

Board Comments/Questions:

- *FR: Wanted to confirm the district pays for the services and is reimbursed. Kudos to the program and looking forward to seeing the program results.*
- *CS: Looking forward to program progress reports.*
- *CD: Expressed gratitude for the program. Looking forward to the program results.*

Public Comment:

- *Beth Shamma: Suggesting the district to provide a detailed explanation of the program for the public to become educated on SEL is.*
- *Erica Chavez: Pointed out SEL is not a new concept but is happy that school is shining light and prioritizing it.*

Motion to approve as presented.

Move: CD Second: FR Roll Call Vote: 3-0

Trustees: Dawson A Rivera A Paff ___ B. Swanson ___ C. Swanson A

D. “California Day of the Teacher” and “Teacher Appreciation Week” Resolution No. 1091

Board Comments/Questions:

- *FR: Expressed gratitude for efforts by all involved.*

Public Comment:

- *None*

Motion to approve as presented.

Move: CD Second: FR Roll Call Vote: 3-0

Trustees: Dawson A Rivera A Paff ___ B. Swanson ___ C. Swanson A

E. Board Calendar/Future Meetings

Board Comments/Questions:

- *FR: Request to remove September 24 TBD special meeting.*
- *CD: Wanted to discuss policy changes possibly in the September. Wants to wait for two absent trustees to return to before choosing dates.*
- *CS: Wants to discuss at a future meeting a plan to have two different meetings possibly in June.*

Public Comment:

- *None*

Motion to approve as presented.

Move: CS Second: CD Roll Call Vote: 3-0
 Trustees: Dawson A Rivera A Paff ___ B. Swanson ___ C. Swanson A

VIII. INFORMATION/DISCUSSION

A. Master Measure D Projects Plan Update and Proposed Summer/Fall Project Schedule

Board Questions/Comments:

- *CS: Have you seen any safety issues that need to be prioritized? Regarding David Avenue project repairs, wanted to confirm the board agreed there should be fencing on the outside of the classroom at the special education pre-school. Requested a Measure D tour. Wanted to have a discussion regarding the color paint for the exterior of PGHS. How do people get items on the list? Requested naming/numbering parking lots for safety reasons to quickly locate.*
- *FR: Question on phone replacement system. Concerned about communication in the event of emergency between staff. Would prefer every staff member who is responsible for children have communication with their administration. Possibly handheld radios for all. Open to other options.*
- *CD: Expressed appreciation for presentation. Kudos to the structure of Measure D project plan. Looking forward to update on projects.*

Public Comment:

- *Beth Shamma: Concerned about ADA compliant walkways to the JV/Varsity backstop and bleachers for High School. Concerned about liability. Questioned why Measure D has a \$150,000 emergency repair contingency since the projects are not considered emergency repairs. Requested to keep a portion of the sidewalk on Sunset when it gets repaired.*

Board Direction:

- *None*

B. Future Agenda Items

- Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)
- Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development (Fall 2022)
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity
- Added March 17, 2022: Board Self Evaluation
- Added March 17, 2022: Measure D Update

- Added April 21, 2022: Review/Update on SRO Program and its effectiveness
- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process
- Added April 21, 2022: April 2023 ask Mission Trails JPA to present and educate the Board

Board Questions/Comments:

- *None*

Public Comment:

- *None*

Board Direction:

- *None*

IX. ADJOURNMENT

Next regular Board meeting: May 19, 2022

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

SUBJECT: Certificated Assignment Order #17

DATE: May 19, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #17

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 17
 May 19, 2022**

Page 2 of 2

NEW HIRE:

John Martine, PGHS Physical Education Teacher, full-time, 1.0 FTE, Column V, Step 12 + MA, effective July 29, 2022 (replaces retiree Todd Buller)

Jason Bainbridge, PGHS Spanish Teacher, full-time, 1.0 FTE, Column V, Step 12 + MA, effective July 29, 2022 (replaces retiree Kathy Buller)

Mansour Abdur-Rahim, CHS Teacher, full-time, 1.0 FTE, Column VI, Step 6 + MA effective July 29, 2022 (replaces Christian Lamonea)

CHANGE OF ASSIGNMENT:

Chris Morgan, PGHS, from Social Studies Teacher, 1.0 FTE to Athletic Director 1.0 FTE, effective August 1, 2022 (replaces Lauralea Gaona)

RESIGNATION:

Ani Silva, District Director of Curriculum and Special Projects, 1.0 FTE, resigns effective June 20, 2022 after 15 years of successful service in the Pacific Grove Unified School District

RETIREMENT:

Laura Rivera, RDE Speech Therapist retires effective June 1, 2022 after 8 years of successful service in the Pacific Grove Unified School District

SUBSTITUTE:

Hugh Thomas Hoy, Principal, High School, Step 1

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

SUBJECT: Classified Assignment Order #17

DATE: May 19, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #17

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 17
May 19 2022**

Page 2 of 2

NEW HIRE:

Carly Adams, D.O., Administrative Assistant to the Assistant Superintendent of Business Services, 8 hrs.day, 12 month work calendar, Confidential Step D, effective May 16, 2022 (replaces retiree, Denise Engles)

ADDITIONAL ASSIGNMENT:

Danielle Groshong, FGE, Recreation Attendant (BASRP), 2 hrs./day, 180 day work calendar, Range 26, Step E, effective May 2, 2022 (partial replacement for Debbie Pinheiro)

RETIREMENT DATE CHANGE:

Marlene Roman, FGE, BASRP Recreation Leader, full-time, 10-month work calendar retires effective ~~June 30, 2022~~ **July 29, 2022** after 35 years of successful service with the Pacific Grove Unified School District

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

SUBJECT: Warrant Schedule 643

DATE: May 04, 2022

PERSON(S) RESPONSIBLE: Song Chin Bendib, Assistant Superintendent

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from April 1, 2022 through April 30, 2022.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

643

April 2022

WARRANTS - PAYROLL

| | | | | |
|---------------------------|---------|----------|-----------|---------------------|
| Certificated | Manual | 04/05/22 | \$ | - |
| | Supp | 04/08/22 | \$ | 12,037.90 |
| | Manual | 04/14/22 | \$ | - |
| | Regular | 04/29/22 | \$ | 1,811,781.86 |
| <u>Total Certificated</u> | | | <u>\$</u> | <u>1,823,819.76</u> |
| Classified | Manual | 04/05/22 | \$ | - |
| | Supp | 04/08/22 | \$ | 1,375.47 |
| | Manual | 04/14/22 | \$ | - |
| | Regular | 04/29/22 | \$ | 725,615.30 |
| <u>Total Classified</u> | | | <u>\$</u> | <u>726,990.77</u> |
| Other | Manual | 04/05/22 | \$ | - |
| | Supp | 04/08/22 | \$ | 3,927.00 |
| | Manual | 04/14/22 | | |
| | Regular | 04/29/22 | \$ | 578.00 |
| <u>Total Other</u> | | | <u>\$</u> | <u>4,505.00</u> |
| <u>TOTAL PAYROLL</u> | | | <u>\$</u> | <u>2,555,315.53</u> |

WARRANTS - ACCOUNTS PAYABLE

| Checks | V-Card Payment | | | |
|-------------------------------|-------------------------|----------|-----------|-------------------|
| 12683778-12683847 | 04600000246-04600000248 | 04/07/22 | \$ | 263,332.46 |
| | | 04/14/22 | \$ | - |
| 12686246-12686293 | 04600000249-04600000251 | 04/21/22 | \$ | 183,833.53 |
| 12688484-12688509 | 04600000252-04600000255 | 04/28/22 | \$ | 230,754.58 |
| <u>TOTAL ACCOUNTS PAYABLE</u> | | | <u>\$</u> | <u>677,920.57</u> |

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

SUBJECT: Monterey Bay Charter School Lease Agreement 2022-23 Revision #17

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Song Chin Bendib, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends approval of Lease Agreement Revision #17 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2023.

BACKGROUND:

Beginning in 2001, the District began leasing space at the David Avenue School to the Monterey Bay Charter School. Since then, there have been several revisions to the lease, either for additional space, increasing the rate, or extension of the term of the lease. The current lease expires on June 30, 2022.

Under Lease Revision #8, the MB Charter School increased its classroom space by adding the entire D Wing (4,800 square feet). At that time, the District cleaned and painted rooms, replaced broken windows, carpeting and lighting, and added electrical outlets as needed.

Under Lease Revision #9, the MB Charter School increased space by adding the Multipurpose Room (1,692 square feet, Total now 14,797 sf).

Under Lease Revision #10, the MB Charter School increased space by adding the storage room in the Multipurpose Room (327 square feet, Total now 18,224 sf).

Under Lease Revision #11, the MB Charter School increased space by adding Room E-4 (926 square feet, Total now 19,150 sf).

For 2018-19, the District charged monthly rent of \$0.952 per square foot for 19,150 square feet, for a total of \$218,769.60 per year in revenue.

For 2019-20, the District charged monthly rent of \$0.983 per square foot (3.26% increase) for 19,150 square feet, for a total of \$225,893.40 per year in revenue.

For 2020-21, the District did not increase the rent given the fiscal crisis impacted by the Covid 19 pandemic. The revenue was the same as 2019-2020.

For 2021-22, the District charged monthly rent of \$1.03215 per square foot (5.0% increase) for 19,150 square feet, for a total of \$237,188.04 per year in revenue.

INFORMATION:

At this time the District is recommending increasing the lease rate by 5.0% (from \$1.03215/sf to \$1,08376/sf). Even though the 2022-23 statutory cost-of-living (COLA) adjustment for K-14 education is 6.56%, the master lease agreement with MBCS states "...the rent shall increase by the greater of 2.5% or the percentage growth of the State funded cost of living adjustment (COLA), up to a maximum 5%...".

This will result in lease revenue of \$249,047.47 for the 2022-2023 year.
This is an increase of \$11,859.43

FISCAL IMPACT:

\$249,047.47 in revenue for Fund 40.

**Revision #17
of Lease Agreement between
Pacific Grove Unified School District
and
Monterey Bay Charter School**

This document revises language contained within the Agreement of April 5, 2001, as revised by:
 Revision #1 of August 9, 2002 (B-Wing, 6000sf, C-Wing 4,445 sf, E-3 960 sf = Total 11,405 sf)
 Revision #2 of September 24, 2002
 Revision #3 of February 16, 2006
 Revision #4 of May 19, 2006
 Revision #5 of August 6, 2009
 Revision #6 of August 10, 2010 (remove C-Wing restrooms and add B-Wing restrooms)
 Revision #7 of May 17, 2012 (add D-Wing 4800 sf = Total 16,205 sf)
 Revision #8 of May, 2013 (increase rent to \$0.812 per sf)
 Revision #9 of May 8, 2014 (increase rent to \$0.853 per sf and add MPR 1,692 sf = Total 17,897 sf)
 Revision #10 of May 21, 2015 (increase rent to \$0.895 per sf, add 327 sf storage room = Total 18,224 sf)
 Revision #11 of June 30, 2016 (increase rent to \$0.913 per sf, add 926 sf Room E-4 = Total 19,150 sf)
 Revision #12 of June 29, 2017 (increase rent to \$0.927 per sf)
 Revision #13 of June 8, 2018 (increase rent to \$0.9570 per sf)
 Revision #14 of June 20, 2019 (increase rent to \$0.983 per sf)
 Revision #15 of June 20, 2020 (no increase)
 Revision #16 of June 17, 2021 (increase rent to \$1.03215 per sf)

Revision #17:

1. Article 4 RENT: All rents shall be increased by 5.0% to reflect monthly rent of \$1.08376 per sf.
2. Effective July 1, 2022, Room A-2 will revert back to PGUSD at the end of the sub lease to MCOE which ends July 30, 2022 for the following reasons:
 - This classroom will serve as an inclusion preschool classroom for State Preschool and Special Education Preschool
 - This classroom will also serve as an assessment space for district psychologists and counselors for our early childhood education programs
3. All other provisions as of Revision #11 remain unchanged.

Agreed to by:

Lessor: Pacific Grove Unified School District

By: _____
 Name: Song Chin Bendib
 Title: Assistant Superintendent
 Date: _____

Lessee: Monterey Bay Charter School

By: _____
 Name: Cassandra Bridge
 Title: Director
 Date: _____

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

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

SUBJECT: Lease Agreement with Monterey Bay Swim Club

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the Lease Agreement with the Monterey Bay Swim Club (MBSC).

BACKGROUND:

Since 2016-17, the Santa Clara Swim Club has been providing swim lessons to our students. In 2019, the club changed their name to Monterey Bay Swim Club. The current Lease Agreement will end June 30, 2022.

INFORMATION:

The District has been providing free swim lessons to fifth and ninth graders for a number of years. This Lease Agreement with the Monterey Bay Swim Club will continue to provide free swim lessons to these two grade levels at no net cost to the District. Members of MBSC will be using the High School pool for free in exchange for providing the free swim lessons. The lease will commence on July 1, 2022 through June 30, 2023.

FISCAL IMPACT:

No net cost to the District.

**LEASE BETWEEN PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND
MONTEREY BAY SWIM CLUB (MBSC)**

This Lease is entered into between the Pacific Grove Unified School District (“District”) and Monterey Bay Swim Club (“Lessee”) for the swimming pool, locker room, and weight room facilities located at Pacific Grove High School at 615 Sunset Ave, Pacific Grove, CA 93950.

A. **Term:** The Term of this Lease shall be for the period July 1, 2022 through June 30, 2023, however; if it should become necessary in the District’s estimation that premises described in Lease be utilized for the District purpose, this lease is subject to cancellation with a 60 day-notice by either party prior to the expiration of the lease if Lease will not be renewed. Either party must give a 60-day notice to renew the lease agreement. If renewed, the lease shall continue under the same conditions as before for an additional term of one year. Lost time accrued by the Lessee from PG USD sports and programs will not be entitled to a monetary credit. The issuance of Lease is further conditional upon Lessee’s obtaining any necessary state and/or local operating or use permits, filing and maintaining its 501(c)3 status.

B. **Utilities Services:** Gas, electricity and water usage will not be assessed and will be waived as a condition of using the District’s facilities.

C. **Waste:** Lessee agrees that in using the above described premises, Lessee will not commit any waste or suffer any waste to be committed upon the premises.

D. **Fee:** The amount of the Lease is waived in exchange for the services provided by the Lessee listed in (E). MBSC pays zero rent in Facilitron and/or directly to PGUSD. PGUSD pays zero sum to MBSC for any swim lessons. There will be no net cost to the Pacific Grove USD.

E. **Use:** The premises described in this Lease shall be used by Lessee exclusively for the following purpose and no other purpose without the prior written consent of the District: the purpose(s) for which this Lease is intended are: Providing swimming instruction to the students specifically fifth (5th) and ninth (9th) grade students of the Pacific Grove Unified School District (PGUSD) ; and pool time use by the MBSC members. Details are listed in Exhibits A - E with including the swim schedule for the adults of Pacific Grove Adult School. PGUSD sports and programs will have priority to the use of the pool.

F. **Nuisance:** Lessee agrees that in using the above described premises, not to commit any public or private nuisance or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of nearby property.

G. **Fingerprinting/Background Checks:** While providing swim lessons to District PE classes Lessee must comply with California Education Code Section 45125.1(g). All coaches hired by the Lessee shall be fingerprinted and criminal background investigation completed prior to providing the service mentioned in (E). Fingerprinting and background check fees are paid by the Lessee.

H. **Trade Fixture:** Lessee may not install on the premises any trade fixtures.

I. **Repairs:** All repairs and upgrades are at the expense of the District. At any time, the District can close the pool down if it feels that conditions are not safe for lessee to use. The District will provide one maintenance or custodial person one hour a day Monday through Friday. The District agrees to maintain, in good condition, the following:

1. The High School swimming pool/ “pool” including but not limited to pool deck
2. Heating of the pool
3. Chemical Balance of the pool
4. Filtration System
5. Lane Lines
6. “Finis” safety wall

J. **Insurance:** Lessee shall carry and maintain, during the entire term hereof, at its own cost and expense, the following types of insurance:

1. Comprehensive General Liability Insurance covering bodily injury and property damage in an amount no less than \$5,000,000 per occurrence, \$5,000,000 aggregate.
2. Comprehensive general liability insurance policy shall be endorsed with the language that “District, its officers and employees”, is named as additional insured for all liability arising out of the operations in the performance of this Lease agreement.
3. The additional insured endorsement must be noted on a separate form which accompanies the Certificate of Insurance (COI).
4. The Certificate of General Liability shall list the “Certificate Holder” exactly as: “Pacific Grove Unified School District, 435 Hillcrest Avenue, Pacific Grove, CA 93950”.
5. Lessee is required to take out and maintain during the life of this Lease Workers’ Compensation Insurance.

K. **Hold Harmless:** Lessee agrees to indemnify and hold harmless the District Board of Education, officers, official employees, and agents from and against any or all loss, liability, expense, claims, cost, suits, and damage of every kind, nature and description directly or indirectly arising from the performance of activities or any use of the subject facilities.

L. **Parking:** Lessee shall have access to the parking lots located at Pacific Grove High School during the time the Lessee is using the pool facilities.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____

Date: _____

Title: _____

MONTEREY BAY SWIM CLUB

By: _____

Date: _____

Title: _____

Exhibit A:

Monterey Bay Swim Club (MBSC) use of pool time for its members

Projected Pool use times

- 1 hour weekdays M-F 6:00 a.m. to 7:00 a.m. 5 days per week
- 1.5 hours on Saturdays from 7:30 a.m. to 9:00 a.m.
- Approximately 1 hour to 3 hours in the p.m. 5 weekdays every week. The exact times will change depending on the PGHS water polo and swim team use. During swim team and water polo training, the pool time for MBSC use will be halved.
- MBSC will share pool time with Adult swimmers on Tuesdays, Thursdays and Saturdays

Exhibit B:

Pacific Grove Elementary Schools 5th Grade Students Schedule

Robert Down Elementary School: 5th Grade students

- Seven weeks swim unit of 30 sessions of 30 minute instruction = 900 minutes or 15 hours of instruction
- Three 5th grade classes

Forest Grove Elementary School: 5th Grade students

- Seven 60-minute sessions which equaled to a total of 420 minutes or 7 hours of instruction
- Three 5th grade classes

High School: 9th Grade students

- Schedule to be provided when available

Exhibit C:

Pacific Grove High School Water Polo Schedule (Autumn)

Three (3) Teams of Water Polo 3:30 p.m. – 6:30 p.m. Monday – Friday.

Sharing with Adult Swim on Tuesdays, Thursdays, and Saturdays

See attached Boys and Girls Water Polo Proposed Pre Season Meeting Schedules (subject to change at any time)

Exhibit D:

Pacific Grove High School Swim Team (Spring)

High School Swim Team Practices: 3:30 p.m. – 5:30 p.m. Monday – Friday.

Exhibit E:

Pacific Grove Adult Swim Schedule

Adult Swim Tuesdays, Thursdays 5:30 p.m. – 7:15 p.m. and Saturdays 9:00 a.m. – 10:45 a.m.

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

SUBJECT: Acceptance of Quarterly Treasurer’s Report

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board accept the Quarterly Treasurer’s Report for the quarter ending March 31, 2022.

BACKGROUND:

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

INFORMATION:

As indicated in the attached Treasurer’s Report, the current investment portfolio is “in compliance with all applicable provisions of state law and the adopted investment policy, and contains sufficient liquidity to meet all projected outflows over the next six months”. The portfolio is currently returning an annualized yield of **0.40%**. This is compared to .42% last quarter.

FISCAL IMPACT:

None.



Monterey County

Board Report

Legistar File Number: 22-340

CONSENT G

Item No.

Board of Supervisors
Chambers
168 W. Alisal St., 1st Floor
Salinas, CA 93901

April 26, 2022

Introduced: 4/13/2022

Current Status: Draft

Version: 1

Matter Type: General Agenda Item

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending March 31, 2022.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending March 31, 2022.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the January - March period, the investment portfolio position by investment type, and the investment portfolio by maturity range.

DISCUSSION:

The U.S. economy during this period was characterized by the following factors: a strong labor market, inflation at a 40-year high, and depressed consumer confidence. The Russian invasion of Ukraine also impacted the economic landscape by causing commodity prices to soar (particularly those of energy), creating significant geopolitical uncertainty, and triggering market volatility.

The Federal Reserve tightened monetary policy by initiating the first of what is expected to be many interest rate increases in 2022. The Federal Reserve's balance sheet reduction is also likely to begin soon.

On March 31, 2022, the Monterey County investment portfolio contained an amortized book value of \$2,425,854,604 spread among 241 separate securities and funds. The par value of those funds was \$2,419,914,130 with a market value of \$2,371,225,548 or 98% of amortized book value. The portfolio's net earned income yield for the period was 0.40%. The portfolio produced an estimated quarterly income of \$2,375,763 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 505 days. The County Treasury continues to use shorter term debt to provide portfolio liquidity and enhanced investment opportunities.

The investment portfolio follows all applicable provisions of state law and the adopted Investment Policy and contains sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through resources such as Bloomberg LLP, US Bank, and live-bid

Legistar File Number: 22-340

pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool. The Treasury Quarterly Reports are also posted on the County Treasurer's website. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund appear to be trending somewhat below the CAO's FY 2021-22 budget due to significantly lower yields on investments purchased during the COVID-19 Pandemic.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.

Mark a check to the related Board of Supervisors Strategic Initiatives

Administration

DocuSigned by:

Jake Stroud

90E7E050754D4DE...

4/14/2022 | 12:11 PM PDT

Prepared by Jake Stroud, Chief Deputy Treasurer-Tax Collector, x5828

DocuSigned by:

Mary A. Zeeb

16066971D0D0492...

4/14/2022 | 1:25 PM PDT

Approved by Mary A. Zeeb, Treasurer-Tax Collector, x5015

Attachments:

Exhibit A - Investment Portfolio Review 03.31.22

Exhibit B - Portfolio Management Report 03.31.22

Exhibit C - Aging Summary 04.01.22

cc:

Auditor-Controller - Internal Audit Section

All depositors

County Administrative Office

County Counsel

Exhibit A Investment Portfolio Review Quarter Ending March 31, 2022

OVERVIEW

January 1, 2022 – March 31, 2022

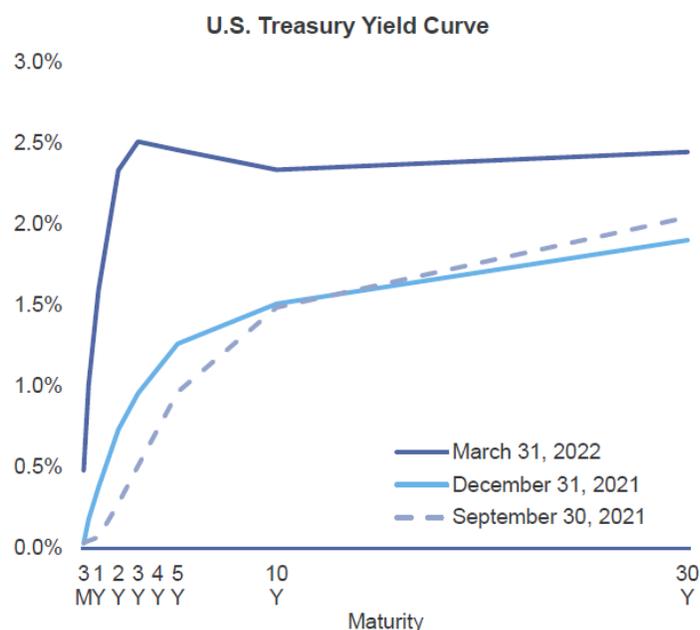
The U.S. economy during this period was characterized by the following factors: a strong labor market, inflation at a 40-year high, and depressed consumer confidence. The Russian invasion of Ukraine also impacted the economic landscape by causing commodity prices to soar (particularly those of energy), creating significant geopolitical uncertainty, and triggering market volatility.

The Federal Reserve tightened monetary policy by initiating the first of what is expected to be many interest rate increases in 2022. The Federal Reserve’s balance sheet reduction is also likely to begin soon.

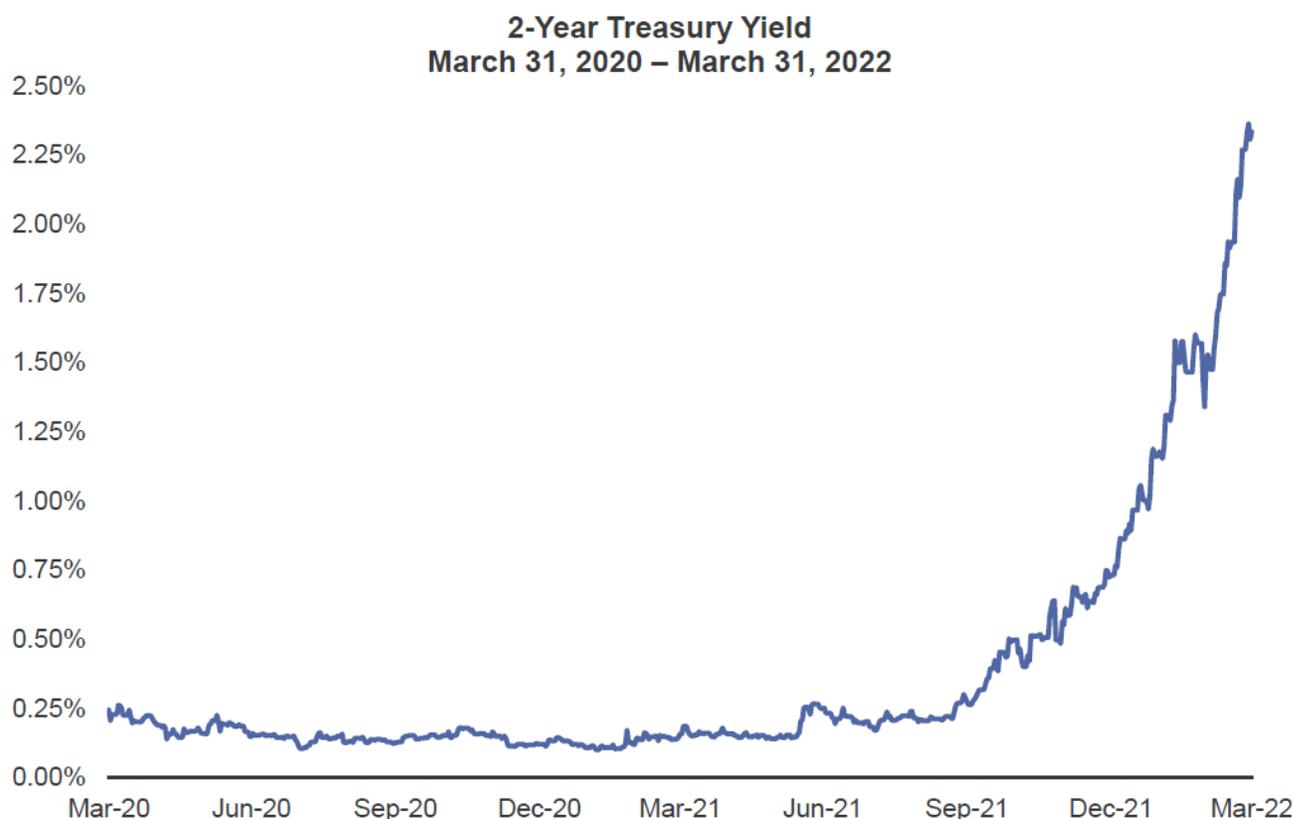
U.S. TREASURY YIELD CURVE

- The U.S. Treasury yield curve was significantly steeper from quarter end to quarter end.
- The yield curve was partially inverted at quarter end, as the yield on the 3-year Treasury note ended the quarter above longer-term rates.

| | 03/31/22 | 12/31/21 | Change |
|---------|----------|----------|--------|
| 3-month | 0.48% | 0.03% | +0.45% |
| 1-year | 1.60% | 0.38% | +1.22% |
| 2-year | 2.33% | 0.73% | +1.60% |
| 3-year | 2.51% | 0.96% | +1.55% |
| 5-year | 2.46% | 1.26% | +1.20% |
| 10-year | 2.34% | 1.51% | +0.83% |
| 30-year | 2.45% | 1.90% | +0.55% |



- The 2-year Treasury yield increased significantly during the quarter.



PORTFOLIO STRATEGY

Monterey County Treasury investments continue to focus on capturing relative value while remaining cautious. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included Corporate Notes, U.S. Treasury Notes, Commercial Paper, and Negotiable CDs. The Treasurer continues to maintain an adequate level of liquid assets to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 241 separate fixed income investments, all of which are authorized by the State of California Government Code 53601 and the Investment Policy.

The portfolio asset spread is detailed in the table below:

| Portfolio Asset Composition | | | | | | | | |
|-----------------------------|----------------|-------------------------|-----------------|------------------|------------------|-----------------|-----------------|-------------------------|
| Corporate Notes | Negotiable CDs | Overnight Liquid Assets | U.S. Treasuries | Federal Agencies | Commercial Paper | Supra-nationals | Municipal Bonds | Asset Backed Securities |
| 10.5% | 3.2% | 18.8% | 41.8% | 15.1% | 8.3% | 2.4% | <0.1% | <0.1% |

• Total may not equal 100% due to rounding

- Credit Risk** – Approximately 87.2% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, Negotiable CDs, and other liquid funds. All assets have a better than investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. All corporate debt (10.5%) is rated in the higher levels of investment grade and all Federal Agency and Municipal holdings are rated AA- or higher. The Supranationals (2.4%) are rated AAA. The credit quality of the Treasurer’s portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

| Portfolio Credit Composition | | | | | | | | |
|------------------------------|------|-----|----|---------------------|-----------------------|-----------------------|---------------------|---------------------|
| AAA | AAAm | AA | A | A-1 (Short Term) | Aaf/S1+ (CalTRUST) | BBB+ (split rated) | LAIF (not rated) | Not Rated by S&P |
| 2% | 12% | 59% | 7% | 11% | 4% | 2% | 3% | <1% |

- Total may not equal 100% due to rounding

- Liquidity Risk** – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was actively managed during the January – March quarter. The portfolio’s weighted average maturity was 505 days, and the Treasurer maintained \$444.7 million (19%) invested in overnight investments and \$497.2 million (21%) in securities with maturities of one day to one year to provide immediate liquidity to be able to react quickly to unanticipated needs or opportunities in the current environment.

PORTFOLIO CHARACTERISTICS

| | December 31, 2021 | March 31, 2022 |
|--------------------|-------------------|-----------------|
| Total Assets | \$2,473,716,071 | \$2,419,914,130 |
| Market Value | \$2,471,600,788 | \$2,371,225,548 |
| Days to Maturity | 503 | 505 |
| Yield | 0.42% | 0.40% |
| Estimated Earnings | \$2,371,429.71 | \$2,375,762.59 |

Given the evolving market environment related to the COVID-19 Pandemic, the Treasury continues strategically investing matured assets while accounting for potential liquidity needs. As market conditions evolve, the portfolio will continue to be actively managed under the established tenets of safety and liquidity while seeking to maximize the total rate of return.

**Monterey County
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March 31, 2022**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--|--------------|--------------------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|------|--------------|---------------|
| Money Market Accts - GC 53601(k)(2) | | | | | | | | | | | | |
| SYS12159 | 12159 | DREYFUS AMT FREE TAX EXEMPT MM | | | 9,230,253.13 | 9,230,253.13 | 9,230,253.13 | 0.150 | | | 0.150 | |
| Subtotal and Average | | | 9,230,150.87 | | 9,230,253.13 | 9,230,253.13 | 9,230,253.13 | | | | 0.150 | |
| State Pool - GC 16429.1 | | | | | | | | | | | | |
| SYS11361 | 11361 | LAIF | | | 75,000,000.00 | 75,000,000.00 | 75,000,000.00 | 0.320 | | | 0.320 | |
| Subtotal and Average | | | 75,000,000.00 | | 75,000,000.00 | 75,000,000.00 | 75,000,000.00 | | | | 0.320 | |
| CALTRUST/CAMP - GC 53601(p) | | | | | | | | | | | | |
| SYS12211 | 12211 | CalTrust Liquidity | | | 20,350,000.00 | 20,350,000.00 | 20,350,000.00 | 0.091 | | | 0.091 | |
| SYS11802 | 11802 | CalTrust Blackrock | | | 0.00 | 0.00 | 0.00 | 0.025 | Aaa | AAA | 0.025 | |
| SYS12296 | 11803 | CalTrust (LEAF) | | | 20,000,000.00 | 20,000,000.00 | 20,000,000.00 | 0.106 | | | 0.106 | |
| SYS12219 | 12219 | CalTrust MERMA | | | 331,369.53 | 331,369.53 | 331,369.53 | 0.091 | | | 0.091 | |
| SYS11801 | 11801 | CalTrust Short Term | | | 50,000,000.00 | 50,000,000.00 | 50,000,000.00 | 0.316 | Aaa | AAA | 0.316 | |
| SYS10379 | 10379 | Calif. Asset Mgmt | | | 269,800,000.00 | 269,800,000.00 | 269,800,000.00 | 0.252 | | AAA | 0.252 | |
| Subtotal and Average | | | 431,867,250.15 | | 360,481,369.53 | 360,481,369.53 | 360,481,369.53 | | | | 0.244 | |
| SWEEP ACCOUNT-MORG STNLY | | | | | | | | | | | | |
| SYS12041 | 12041 | Morgan Stanley | | | 1.00 | 1.00 | 1.00 | 0.250 | | | 0.250 | |
| Subtotal and Average | | | 1.00 | | 1.00 | 1.00 | 1.00 | | | | 0.250 | |
| SWEEP ACCOUNT - CUSTOM | | | | | | | | | | | | |
| SYS12138 | 12138 | Morgan Stanley | | | 22,506.35 | 22,506.35 | 22,506.35 | 0.064 | | | 0.064 | |
| Subtotal and Average | | | 143,548.65 | | 22,506.35 | 22,506.35 | 22,506.35 | | | | 0.064 | |
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 88579YBH3 | 12359 | MMM COMPANY | | 02/24/2020 | 130,000.00 | 127,224.50 | 130,621.94 | 2.000 | A1 | A+ | 1.825 | 02/14/2025 |
| 02079KAB3 | 12397 | Alphabet INC | | 08/17/2020 | 5,000,000.00 | 5,104,500.00 | 5,277,160.25 | 3.375 | Aa2 | AA+ | 0.432 | 02/25/2024 |
| 023135AW6 | 12317 | Amazon | | 09/03/2019 | 200,000.00 | 201,276.00 | 201,068.63 | 2.400 | A1 | AA | 1.936 | 02/22/2023 |
| 023135BP0 | 12375 | Amazon | | 06/03/2020 | 5,415,000.00 | 5,326,356.45 | 5,412,037.79 | 0.400 | A1 | AA | 0.447 | 06/03/2023 |
| 023135BW5 | 12501 | Amazon | | 05/12/2021 | 5,680,000.00 | 5,467,568.00 | 5,674,156.65 | 0.450 | A1 | AA | 0.499 | 05/12/2024 |
| 023135BW5 | 12502 | Amazon | | 05/12/2021 | 75,000.00 | 72,195.00 | 74,922.84 | 0.450 | A1 | AA | 0.499 | 05/12/2024 |
| 025816CM9 | 12544 | American Express Credit | | 11/23/2021 | 135,000.00 | 127,245.60 | 134,792.01 | 1.650 | A2 | BBB+ | 1.685 | 11/04/2026 |
| 037833DV9 | 12383 | Apple Inc Corp Notes | | 06/30/2020 | 5,000,000.00 | 4,935,700.00 | 5,019,262.85 | 0.750 | Aa1 | AA+ | 0.401 | 05/11/2023 |
| 037833AS9 | 12445 | Apple Inc Corp Notes | | 12/11/2020 | 5,000,000.00 | 5,107,550.00 | 5,303,694.90 | 3.450 | Aa1 | AA+ | 0.524 | 05/06/2024 |
| 037833DM9 | 12568 | Apple Inc Corp Notes | | 02/24/2022 | 4,130,000.00 | 4,072,303.90 | 4,120,369.04 | 1.800 | Aaa | AA+ | 1.898 | 09/11/2024 |

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| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated | | | YTM | Maturity Date |
|--|--------------|------------------------------|-----------------|---------------|---------------|--------------|--------------|--------|---------|------|-------|---------------|
| | | | | | | | | Rate | Moody's | S&P | | |
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 04636NAA1 | 12526 | Astrazeneca Finance LLC | | 07/23/2021 | 135,000.00 | 125,161.20 | 135,530.43 | 1.200 | A3 | A- | 1.101 | 05/28/2026 |
| 06406FAD5 | 12371 | Bank of New York Mellon Corp | | 05/21/2020 | 125,000.00 | 124,831.25 | 127,033.11 | 2.200 | A1 | A | 0.932 | 08/16/2023 |
| 06406HCX5 | 12417 | Bank of New York Mellon Corp | | 09/30/2020 | 5,000,000.00 | 5,054,500.00 | 5,306,575.65 | 3.250 | A1 | A | 0.702 | 09/11/2024 |
| 06406RAN7 | 12478 | Bank of New York Mellon Corp | | 03/31/2021 | 4,000,000.00 | 3,855,760.00 | 4,059,982.69 | 1.600 | A1 | A | 1.088 | 04/24/2025 |
| 06406RAS6 | 12493 | Bank of New York Mellon Corp | | 04/26/2021 | 50,000.00 | 47,869.00 | 49,963.09 | 0.500 | A1 | A | 0.536 | 04/26/2024 |
| 06406RAN7 | 12554 | Bank of New York Mellon Corp | | 01/07/2022 | 5,000,000.00 | 4,819,700.00 | 5,034,939.17 | 1.600 | A1 | A | 1.360 | 04/24/2025 |
| 06051GJH3 | 12436 | Bank of America Corp | | 11/20/2020 | 4,400,000.00 | 4,257,044.00 | 4,407,726.05 | 0.810 | A2 | A- | 0.740 | 10/24/2024 |
| 06051GHW2 | 12479 | Bank of America Corp | | 03/31/2021 | 5,000,000.00 | 4,913,000.00 | 5,187,817.55 | 2.456 | A2 | A- | 1.074 | 10/22/2025 |
| 06051GJH3 | 12490 | Bank of America Corp | | 04/19/2021 | 5,000,000.00 | 4,837,550.00 | 5,002,809.13 | 0.810 | A2 | A- | 0.779 | 10/24/2024 |
| 06051GFX2 | 12562 | Bank of America Corp | | 02/03/2022 | 90,000.00 | 91,115.10 | 94,725.13 | 3.500 | A2 | A- | 2.137 | 04/19/2026 |
| 06051GKM0 | 12579 | Bank of America Corp | | 03/22/2022 | 100,000.00 | 99,865.00 | 100,000.00 | 3.384 | A2 | A- | 3.384 | 04/02/2026 |
| 110122DT2 | 12432 | BRISTOL-MYERS SQUIBB | | 11/13/2020 | 80,000.00 | 77,769.60 | 80,000.00 | 0.537 | A2 | A+ | 0.537 | 11/13/2023 |
| 110122DT2 | 12439 | BRISTOL-MYERS SQUIBB | | 11/20/2020 | 5,000,000.00 | 4,860,600.00 | 5,002,576.42 | 0.537 | A2 | A+ | 0.505 | 11/13/2023 |
| 110122CM8 | 12444 | BRISTOL-MYERS SQUIBB | | 12/11/2020 | 5,000,000.00 | 5,037,100.00 | 5,255,010.92 | 2.900 | A2 | A+ | 0.621 | 07/26/2024 |
| 084664BT7 | 12291 | Berkshire Hathaway Finance | | 04/26/2019 | 8,625,000.00 | 8,645,268.75 | 8,629,948.35 | 3.000 | Aa2 | AA | 2.509 | 05/15/2022 |
| 14913R2D8 | 12481 | CATERPILLAR FINL SERVC | | 03/31/2021 | 5,000,000.00 | 4,902,150.00 | 5,017,016.18 | 0.650 | A2 | A | 0.380 | 07/07/2023 |
| 14913R2L0 | 12506 | CATERPILLAR FINL SERVC | | 05/17/2021 | 10,000,000.00 | 9,565,300.00 | 9,990,495.93 | 0.450 | A2 | A | 0.495 | 05/17/2024 |
| 14913R2P1 | 12530 | CATERPILLAR FINL SERVC | | 09/14/2021 | 135,000.00 | 128,652.30 | 134,849.92 | 0.600 | A2 | A | 0.645 | 09/13/2024 |
| 16764BV1 | 12368 | Chevron Corp. Global | | 05/11/2020 | 75,000.00 | 75,000.00 | 75,000.00 | 1.141 | | | 1.141 | 05/11/2023 |
| 166764BT6 | 12404 | Chevron Corp. Global | | 09/17/2020 | 5,000,000.00 | 5,057,150.00 | 5,216,763.72 | 2.895 | Aa2 | AA- | 0.503 | 03/03/2024 |
| 808513BN4 | 12474 | CHARLES SCHWAB CORP | | 03/18/2021 | 25,000.00 | 24,168.75 | 24,991.82 | 0.750 | A2 | A | 0.767 | 03/18/2024 |
| 172967GL9 | 12308 | Citibank | | 07/12/2019 | 250,000.00 | 252,907.50 | 251,852.94 | 3.375 | A3 | BBB+ | 2.523 | 03/01/2023 |
| 172967MR9 | 12406 | Citibank | | 09/17/2020 | 5,000,000.00 | 4,958,950.00 | 5,073,733.54 | 1.678 | A3 | BBB+ | 0.711 | 05/15/2024 |
| 172967MX6 | 12536 | Citibank | | 10/07/2021 | 4,500,000.00 | 4,289,760.00 | 4,513,382.24 | 0.981 | A3 | BBB+ | 0.845 | 05/01/2025 |
| 172967ND9 | 12539 | Citibank | | 11/08/2021 | 3,840,000.00 | 3,654,182.40 | 3,861,262.63 | 1.281 | A3 | BBB+ | 1.071 | 11/03/2025 |
| 191216CL2 | 12403 | Coca- Cola Co | | 09/16/2020 | 5,000,000.00 | 4,948,650.00 | 5,155,419.58 | 1.750 | A1 | A+ | 0.458 | 09/06/2024 |
| 20030NCR0 | 12414 | COMCAST CORP | | 09/30/2020 | 5,000,000.00 | 5,104,200.00 | 5,301,199.06 | 3.700 | A3 | A- | 0.703 | 04/15/2024 |
| 254687FK7 | 12319 | The Walt Disney Company | | 09/06/2019 | 240,000.00 | 235,680.00 | 239,605.92 | 1.750 | A2 | BBB+ | 1.851 | 08/30/2024 |
| 291011BG8 | 12415 | EMERSON ELECTRIC CO | | 09/30/2020 | 80,000.00 | 80,732.80 | 85,704.75 | 3.150 | A2 | A | 0.848 | 06/01/2025 |
| 38141GXS8 | 12462 | Goldman Sachs | | 02/17/2021 | 60,000.00 | 55,897.20 | 60,109.27 | 0.855 | A2 | BBB+ | 0.807 | 02/12/2026 |
| 38141GYE8 | 12515 | Goldman Sachs | | 06/22/2021 | 10,000,000.00 | 9,671,800.00 | 9,985,198.19 | 0.657 | A2 | BBB+ | 0.746 | 09/10/2024 |
| 38141GXZ2 | 12555 | Goldman Sachs | | 01/07/2022 | 5,000,000.00 | 4,893,800.00 | 4,985,854.74 | 0.673 | A2 | BBB+ | 0.946 | 03/08/2024 |
| 38141GZH0 | 12560 | Goldman Sachs | | 01/24/2022 | 130,000.00 | 126,737.00 | 130,000.00 | 1.757 | A2 | BBB+ | 1.757 | 01/24/2025 |
| 437076CM2 | 12581 | Home Depot Inc | | 03/28/2022 | 20,000.00 | 19,932.00 | 19,965.10 | 2.700 | N/A | A | 2.760 | 04/15/2025 |
| 438516BW5 | 12370 | Honeywell International | | 05/20/2020 | 100,000.00 | 99,716.00 | 102,965.76 | 2.300 | A2 | A | 0.995 | 08/15/2024 |
| 438516CB0 | 12571 | Honeywell International | | 02/25/2022 | 5,000,000.00 | 4,816,200.00 | 4,868,696.43 | 1.350 | A2 | A | 2.214 | 06/01/2025 |

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| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated | | | YTM | Maturity Date |
|--|--------------|--------------------------|-----------------|---------------|---------------|--------------|--------------|--------|---------|------|-------|---------------|
| | | | | | | | | Rate | Moody's | S&P | | |
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 438516CB0 | 12574 | Honeywell International | | 03/01/2022 | 65,000.00 | 62,610.60 | 63,253.90 | 1.350 | A2 | A | 2.234 | 06/01/2025 |
| 02665WCZ2 | 12318 | American Honda Finance | | 09/03/2019 | 200,000.00 | 198,594.00 | 201,608.28 | 2.400 | A3 | A- | 2.021 | 06/27/2024 |
| 02665WDF5 | 12333 | American Honda Finance | | 11/27/2019 | 5,000,000.00 | 5,003,100.00 | 4,999,986.28 | 1.950 | A3 | A- | 1.952 | 05/20/2022 |
| 459200JZ5 | 12527 | IBM Corp Notes | | 07/23/2021 | 120,000.00 | 121,256.40 | 130,600.49 | 3.300 | A3 | A- | 1.094 | 05/15/2026 |
| 24422EUA5 | 12180 | John Deere Capital Corp | | 03/12/2018 | 250,000.00 | 252,252.50 | 249,105.14 | 2.700 | A2 | A | 3.209 | 01/06/2023 |
| 24422EVH9 | 12374 | John Deere Capital Corp | | 06/04/2020 | 3,340,000.00 | 3,278,711.00 | 3,338,880.81 | 0.700 | A2 | A | 0.726 | 07/05/2023 |
| 24422EVH9 | 12382 | John Deere Capital Corp | | 06/30/2020 | 5,000,000.00 | 4,908,250.00 | 5,009,184.61 | 0.700 | A2 | A | 0.553 | 07/05/2023 |
| 24422EUX5 | 12446 | John Deere Capital Corp | | 12/11/2020 | 5,000,000.00 | 5,012,350.00 | 5,198,025.73 | 2.600 | A2 | A | 0.531 | 03/07/2024 |
| 24422EWA3 | 12573 | John Deere Capital Corp | | 02/28/2022 | 65,000.00 | 61,186.45 | 63,220.00 | 1.700 | A2 | A | 2.309 | 01/11/2027 |
| 46647PBZ8 | 12473 | JP Morgan Chase | | 03/16/2021 | 65,000.00 | 63,765.00 | 65,000.00 | 0.697 | A2 | A- | 0.697 | 03/16/2024 |
| 46647PBQ8 | 12482 | JP Morgan Chase | | 04/05/2021 | 3,900,000.00 | 3,847,233.00 | 3,954,814.91 | 1.514 | A2 | A- | 0.557 | 06/01/2024 |
| 46647PCH7 | 12510 | JP Morgan Chase | | 06/01/2021 | 165,000.00 | 157,339.05 | 165,000.00 | 0.824 | A2 | A- | 0.824 | 06/01/2025 |
| 46647PCH7 | 12517 | JP Morgan Chase | | 06/22/2021 | 10,000,000.00 | 9,535,700.00 | 9,977,665.96 | 0.824 | A2 | A- | 0.920 | 06/01/2025 |
| 46625HRV4 | 12545 | JP Morgan Chase | | 11/23/2021 | 125,000.00 | 124,032.50 | 131,599.79 | 2.950 | A2 | A- | 1.830 | 10/01/2026 |
| 46647PCH7 | 12561 | JP Morgan Chase | | 01/24/2022 | 10,000,000.00 | 9,535,700.00 | 9,820,452.36 | 0.824 | A2 | A- | 1.651 | 06/01/2025 |
| 539830BE8 | 12468 | Lockheed Martin Corp | | 03/08/2021 | 60,000.00 | 60,362.40 | 63,319.70 | 2.900 | A3 | A- | 0.840 | 03/01/2025 |
| 539830BH1 | 12528 | Lockheed Martin Corp | | 07/23/2021 | 120,000.00 | 122,870.40 | 130,928.58 | 3.550 | A3 | A- | 0.947 | 01/15/2026 |
| 57636QAB0 | 12282 | MASTERCARD INC | | 04/04/2019 | 250,000.00 | 254,455.00 | 253,142.24 | 3.375 | A1 | A+ | 2.699 | 04/01/2024 |
| 58933YAR6 | 12469 | MERCK & CO INC | | 03/09/2021 | 125,000.00 | 125,290.00 | 131,083.94 | 2.750 | A1 | A+ | 0.897 | 02/10/2025 |
| 6174468W2 | 12458 | Morgan Stanley | | 01/25/2021 | 100,000.00 | 98,373.00 | 100,000.00 | 0.529 | A1 | BBB+ | 0.529 | 01/25/2024 |
| 61772BAA1 | 12491 | Morgan Stanley | | 04/22/2021 | 15,000.00 | 14,690.85 | 15,000.00 | 0.731 | A1 | BBB+ | 0.731 | 04/05/2024 |
| 61772BAA1 | 12492 | Morgan Stanley | | 04/22/2021 | 50,000.00 | 48,969.50 | 50,039.50 | 0.731 | A1 | BBB+ | 0.671 | 04/05/2024 |
| 6174468R3 | 12516 | Morgan Stanley | | 06/22/2021 | 5,000,000.00 | 4,708,450.00 | 4,998,932.65 | 0.864 | A1 | BBB+ | 0.872 | 10/21/2025 |
| 61747YEA9 | 12519 | Morgan Stanley | | 06/24/2021 | 10,000,000.00 | 9,500,300.00 | 9,966,537.85 | 0.790 | A1 | BBB+ | 0.934 | 05/30/2025 |
| 66989HAP3 | 12412 | Novartis Capital Corp | | 09/22/2020 | 125,000.00 | 121,980.00 | 129,010.06 | 1.750 | A1 | AA- | 0.594 | 02/14/2025 |
| 641062AU8 | 12529 | Nestle Holdings Inc. | | 09/14/2021 | 195,000.00 | 185,154.45 | 195,000.00 | 0.606 | N/A | AA- | 0.606 | 09/14/2024 |
| 63743HFC1 | 12564 | National Rural Util Coop | | 02/07/2022 | 40,000.00 | 38,752.00 | 39,998.86 | 1.875 | A2 | A- | 1.876 | 02/07/2025 |
| 717081ES8 | 12280 | PFIZER INC | | 04/04/2019 | 250,000.00 | 252,772.50 | 251,173.00 | 2.950 | A2 | A+ | 2.692 | 03/15/2024 |
| 717081ES8 | 12402 | PFIZER INC | | 09/16/2020 | 5,000,000.00 | 5,055,450.00 | 5,232,979.83 | 2.950 | A2 | A+ | 0.486 | 03/15/2024 |
| 857477BM4 | 12575 | State Street Corp | | 03/14/2022 | 125,000.00 | 123,941.25 | 125,744.95 | 2.901 | A1 | A | 2.742 | 03/30/2026 |
| 857477BE2 | 12576 | State Street Corp | | 03/17/2022 | 5,000,000.00 | 4,928,350.00 | 4,947,470.09 | 2.354 | A1 | A | 2.776 | 11/01/2025 |
| 89236TGT6 | 12358 | Toyota Motor Corporation | | 02/21/2020 | 130,000.00 | 126,198.80 | 129,840.54 | 1.800 | A1 | A+ | 1.845 | 02/13/2025 |
| 89236THF5 | 12401 | Toyota Motor Corporation | | 09/16/2020 | 5,000,000.00 | 4,880,000.00 | 5,002,775.48 | 0.500 | A1 | A+ | 0.459 | 08/14/2023 |
| 89236TGT6 | 12485 | Toyota Motor Corporation | | 04/13/2021 | 5,000,000.00 | 4,853,800.00 | 5,126,793.91 | 1.800 | A1 | A+ | 0.898 | 02/13/2025 |
| 89236TJT3 | 12556 | Toyota Motor Corporation | | 01/13/2022 | 5,000,000.00 | 4,816,950.00 | 4,997,819.72 | 1.450 | A1 | A+ | 1.466 | 01/13/2025 |
| 89236TJT3 | 12557 | Toyota Motor Corporation | | 01/13/2022 | 65,000.00 | 62,620.35 | 64,919.19 | 1.450 | A1 | A+ | 1.495 | 01/13/2025 |

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March 31, 2022**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated Rate | Moody's | S&P | YTM | Maturity Date |
|--|--------------|--------------------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------------|-------------|---------|------|--------------|---------------|
| Medium Term Notes - GC 53601(k) | | | | | | | | | | | | |
| 87612EBM7 | 12558 | TARGET CORP | | 01/24/2022 | 35,000.00 | 33,800.55 | 34,942.73 | 1.950 | A2 | A | 1.986 | 01/15/2027 |
| 87612EBM7 | 12559 | TARGET CORP | | 01/24/2022 | 65,000.00 | 62,772.45 | 65,044.42 | 1.950 | A2 | A | 1.935 | 01/15/2027 |
| 87612EBL9 | 12577 | TARGET CORP | | 03/17/2022 | 5,000,000.00 | 4,928,950.00 | 4,959,715.52 | 2.250 | A2 | A | 2.527 | 04/15/2025 |
| 904764BG1 | 12369 | Unilever Capital Corp | | 05/20/2020 | 60,000.00 | 60,755.40 | 62,536.76 | 3.250 | A1 | A+ | 0.968 | 03/07/2024 |
| 91324PDM1 | 12398 | United Health Group Inc | | 08/19/2020 | 2,125,000.00 | 2,163,845.00 | 2,240,127.36 | 3.500 | A3 | A+ | 0.573 | 02/15/2024 |
| 91324PEB4 | 12508 | United Health Group Inc | | 05/19/2021 | 5,000,000.00 | 4,789,750.00 | 5,000,106.51 | 0.550 | A3 | A+ | 0.549 | 05/15/2024 |
| 91324PEB4 | 12509 | United Health Group Inc | | 05/19/2021 | 4,455,000.00 | 4,267,667.25 | 4,451,710.26 | 0.550 | A3 | A+ | 0.585 | 05/15/2024 |
| 91159HHX1 | 12313 | US BANCORP | | 08/06/2019 | 200,000.00 | 198,684.00 | 200,569.62 | 2.400 | A2 | A+ | 2.270 | 07/30/2024 |
| 91159HHX1 | 12405 | US BANCORP | | 09/17/2020 | 5,000,000.00 | 4,967,100.00 | 5,211,075.05 | 2.400 | A2 | A+ | 0.525 | 07/30/2024 |
| 92826CAC6 | 12203 | Visa Inc | | 06/07/2018 | 250,000.00 | 251,920.00 | 249,385.77 | 2.800 | A1 | AA- | 3.178 | 12/14/2022 |
| 931142DP5 | 12447 | Walmart Inc | | 12/11/2020 | 5,000,000.00 | 5,084,150.00 | 5,269,415.61 | 3.300 | Aa2 | AA | 0.449 | 04/22/2024 |
| 931142EM1 | 12572 | Walmart Inc | | 02/25/2022 | 60,000.00 | 60,675.60 | 62,195.57 | 3.050 | Aa2 | AA | 2.114 | 07/08/2026 |
| Subtotal and Average | | | 252,327,282.90 | | 255,020,000.00 | 249,762,500.55 | 258,044,525.84 | | | | 0.965 | |
| Negotiable CDs - GC 53601(i) | | | | | | | | | | | | |
| 22552G6R6 | 12563 | Credit Suisse | | 02/04/2022 | 25,000,000.00 | 24,785,500.00 | 25,000,000.00 | 1.100 | N/A | A-1 | 1.100 | 02/03/2023 |
| 89114WC29 | 12514 | Toronto Dominion Bank | | 06/11/2021 | 25,000,000.00 | 24,971,750.00 | 25,000,000.00 | 0.170 | N/A | A-1+ | 0.170 | 06/10/2022 |
| 89114WTL9 | 12582 | Toronto Dominion Bank | | 03/29/2022 | 25,000,000.00 | 24,568,750.00 | 25,000,000.00 | 2.150 | N/A | N/A | 2.150 | 03/28/2023 |
| Subtotal and Average | | | 70,444,444.44 | | 75,000,000.00 | 74,326,000.00 | 75,000,000.00 | | | | 1.140 | |
| Commercial Paper Disc.- GC 53601(h) | | | | | | | | | | | | |
| 00084CH21 | 12570 | ABN Amro Funding USA | | 02/25/2022 | 25,000,000.00 | 24,894,000.00 | 24,943,625.00 | 0.660 | P-1 | A-1 | 0.662 | 08/02/2022 |
| 17327BM93 | 12578 | CitiGroup Global Market | | 03/17/2022 | 15,000,000.00 | 14,819,400.00 | 14,826,750.00 | 1.650 | P-1 | A-1 | 1.670 | 12/09/2022 |
| 22533UL43 | 12566 | Credit Agricole Securities USA | | 02/14/2022 | 30,500,000.00 | 30,183,715.00 | 30,308,798.89 | 1.040 | P-1 | A-1 | 1.058 | 11/04/2022 |
| 4497W1J23 | 12553 | ING | | 01/06/2022 | 30,000,000.00 | 29,821,500.00 | 29,949,950.00 | 0.390 | P-1 | A-1 | 0.395 | 09/02/2022 |
| 62479MHS5 | 12546 | MUFG Bank LTD/NY | | 11/30/2021 | 25,000,000.00 | 24,873,500.00 | 24,966,312.50 | 0.330 | P-1 | A-1 | 0.335 | 08/26/2022 |
| 62479MJD6 | 12551 | MUFG Bank LTD/NY | | 12/22/2021 | 25,000,000.00 | 24,840,750.00 | 24,956,458.33 | 0.380 | P-1 | A-1 | 0.386 | 09/13/2022 |
| 63873KL47 | 12565 | NATIXIS_NA | | 02/10/2022 | 10,000,000.00 | 9,896,300.00 | 9,947,558.33 | 0.870 | P-1 | A-1 | 0.875 | 11/04/2022 |
| 63873KL47 | 12567 | NATIXIS_NA | | 02/15/2022 | 10,000,000.00 | 9,896,300.00 | 9,934,900.00 | 1.080 | P-1 | A-1 | 1.088 | 11/04/2022 |
| 63873KJ99 | 12548 | Natixis NY Branch | | 12/15/2021 | 26,750,000.00 | 26,583,615.00 | 26,700,950.91 | 0.410 | P-1 | A-1 | 0.411 | 09/09/2022 |
| Subtotal and Average | | | 200,773,380.06 | | 197,250,000.00 | 195,809,080.00 | 196,535,303.96 | | | | 0.680 | |
| Fed Agcy Coupon Sec - GC 53601(f) | | | | | | | | | | | | |
| 3130AFW94 | 12264 | Federal Home Loan Bank | | 02/15/2019 | 370,000.00 | 371,150.70 | 369,510.46 | 2.500 | | AA+ | 2.576 | 02/13/2024 |
| 3130AJM22 | 12407 | Federal Home Loan Bank | | 09/18/2020 | 12,535,000.00 | 11,972,303.85 | 12,579,389.79 | 0.440 | Aaa | AA+ | 0.292 | 08/28/2024 |
| 3130AKJW7 | 12451 | Federal Home Loan Bank | | 12/16/2020 | 25,000,000.00 | 23,217,500.00 | 25,018,538.08 | 0.600 | Aaa | AA+ | 0.580 | 12/15/2025 |

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|--|--------------|----------------------------|-----------------------|---------------|-----------------------|-----------------------|-----------------------|--------|---------|-----|--------------|---------------|
| | | | | | | | | Rate | Moody's | S&P | | |
| Fed Agcy Coupon Sec - GC 53601(f) | | | | | | | | | | | | |
| 3137EAES4 | 12384 | Federal Home Loan Mtg Corp | | 06/30/2020 | 25,000,000.00 | 24,472,000.00 | 24,984,387.78 | 0.250 | Aaa | AA+ | 0.301 | 06/26/2023 |
| 3137EAEU9 | 12391 | Federal Home Loan Mtg Corp | | 07/23/2020 | 155,000.00 | 144,359.25 | 154,489.12 | 0.375 | | AA+ | 0.476 | 07/21/2025 |
| 3137EAES4 | 12395 | Federal Home Loan Mtg Corp | | 08/17/2020 | 22,635,000.00 | 22,156,948.80 | 22,627,756.36 | 0.250 | Aaa | AA+ | 0.276 | 06/26/2023 |
| 3137EAEW5 | 12399 | Federal Home Loan Mtg Corp | | 09/04/2020 | 15,000,000.00 | 14,596,500.00 | 15,003,548.41 | 0.250 | Aaa | AA+ | 0.233 | 09/08/2023 |
| 3137EAEW5 | 12400 | Federal Home Loan Mtg Corp | | 09/04/2020 | 290,000.00 | 282,199.00 | 290,068.60 | 0.250 | Aaa | AA+ | 0.233 | 09/08/2023 |
| 3137EAEW5 | 12409 | Federal Home Loan Mtg Corp | | 09/18/2020 | 25,000,000.00 | 24,327,500.00 | 25,004,107.01 | 0.250 | Aaa | AA+ | 0.239 | 09/08/2023 |
| 3137EAEV7 | 12411 | Federal Home Loan Mtg Corp | | 09/18/2020 | 25,000,000.00 | 24,363,000.00 | 25,002,262.55 | 0.250 | Aaa | AA+ | 0.243 | 08/24/2023 |
| 3137EAEV7 | 12413 | Federal Home Loan Mtg Corp | | 09/30/2020 | 25,000,000.00 | 24,363,000.00 | 25,007,347.46 | 0.250 | Aaa | AA+ | 0.229 | 08/24/2023 |
| 3134GWVB9 | 12420 | Federal Home Loan Mtg Corp | | 10/15/2020 | 10,650,000.00 | 9,911,103.00 | 10,644,367.56 | 0.550 | Aaa | N/A | 0.565 | 09/29/2025 |
| 3137EAEY1 | 12421 | Federal Home Loan Mtg Corp | | 10/16/2020 | 250,000.00 | 242,342.50 | 249,573.47 | 0.125 | N/A | AA+ | 0.236 | 10/16/2023 |
| 3137EAEZ8 | 12429 | Federal Home Loan Mtg Corp | | 11/05/2020 | 29,545,000.00 | 28,654,513.70 | 29,530,856.12 | 0.250 | N/A | AA+ | 0.280 | 11/06/2023 |
| 3134GXBD5 | 12448 | Federal Home Loan Mtg Corp | | 12/11/2020 | 25,000,000.00 | 23,930,000.00 | 24,994,582.66 | 0.360 | Aaa | N/A | 0.370 | 05/15/2024 |
| 3135G0V34 | 12263 | Federal National Mtg Assn | | 02/08/2019 | 335,000.00 | 336,463.95 | 334,539.52 | 2.500 | | AA+ | 2.580 | 02/05/2024 |
| 3135G03U5 | 12366 | Federal National Mtg Assn | | 04/24/2020 | 470,000.00 | 443,849.20 | 469,407.13 | 0.625 | Aaa | AA+ | 0.667 | 04/22/2025 |
| 3135G04Q3 | 12372 | Federal National Mtg Assn | | 05/22/2020 | 240,000.00 | 235,404.00 | 239,725.09 | 0.250 | Aaa | AA+ | 0.351 | 05/22/2023 |
| 3135G03U5 | 12373 | Federal National Mtg Assn | | 06/03/2020 | 450,000.00 | 424,962.00 | 451,740.69 | 0.625 | Aaa | AA+ | 0.497 | 04/22/2025 |
| 3135G04Z3 | 12380 | Federal National Mtg Assn | | 06/19/2020 | 545,000.00 | 510,779.45 | 544,274.67 | 0.500 | Aaa | AA+ | 0.542 | 06/17/2025 |
| 3135G04Q3 | 12381 | Federal National Mtg Assn | | 06/30/2020 | 31,000,000.00 | 30,406,350.00 | 30,993,397.18 | 0.250 | Aaa | AA+ | 0.269 | 05/22/2023 |
| 3135G05G4 | 12385 | Federal National Mtg Assn | | 07/10/2020 | 515,000.00 | 503,185.90 | 514,529.42 | 0.250 | Aaa | AA+ | 0.322 | 07/10/2023 |
| 3135G04Z3 | 12386 | Federal National Mtg Assn | | 07/10/2020 | 950,000.00 | 890,349.50 | 951,334.90 | 0.500 | Aaa | AA+ | 0.456 | 06/17/2025 |
| 3135G05R0 | 12394 | Federal National Mtg Assn | | 08/12/2020 | 15,000,000.00 | 14,644,950.00 | 14,987,752.32 | 0.300 | Aaa | AA+ | 0.360 | 08/10/2023 |
| 3135G05G4 | 12396 | Federal National Mtg Assn | | 08/17/2020 | 15,000,000.00 | 14,655,900.00 | 14,996,699.42 | 0.250 | Aaa | AA+ | 0.267 | 07/10/2023 |
| 3135G05G4 | 12408 | Federal National Mtg Assn | | 09/18/2020 | 25,000,000.00 | 24,426,500.00 | 25,001,020.50 | 0.250 | Aaa | AA+ | 0.247 | 07/10/2023 |
| 3135G0V75 | 12416 | Federal National Mtg Assn | | 09/30/2020 | 13,800,000.00 | 13,610,112.00 | 14,274,658.14 | 1.750 | Aaa | AA+ | 0.216 | 07/02/2024 |
| 3135G06H1 | 12440 | Federal National Mtg Assn | | 11/25/2020 | 25,000,000.00 | 24,218,500.00 | 24,992,839.19 | 0.250 | N/A | AA+ | 0.267 | 11/27/2023 |
| Subtotal and Average | | | 370,236,540.57 | | 369,735,000.00 | 358,311,726.80 | 370,212,703.60 | | | | 0.308 | |
| US Treasury Note-GC 53601(b) | | | | | | | | | | | | |
| 9128284D9 | 12226 | U.S. Treasury | | 11/07/2018 | 850,000.00 | 856,511.00 | 845,926.17 | 2.500 | Aaa | N/A | 3.017 | 03/31/2023 |
| 912828T91 | 12245 | U.S. Treasury | | 01/11/2019 | 500,000.00 | 495,800.00 | 493,100.41 | 1.625 | Aaa | N/A | 2.557 | 10/31/2023 |
| 912828VB3 | 12246 | U.S. Treasury | | 01/11/2019 | 785,000.00 | 783,955.95 | 778,337.52 | 1.750 | Aaa | N/A | 2.555 | 05/15/2023 |
| 912828V23 | 12260C | U.S. Treasury | | 01/31/2019 | 500,000.00 | 499,920.00 | 497,469.14 | 2.250 | Aaa | N/A | 2.560 | 12/31/2023 |
| 912828U57 | 12261 | U.S. Treasury | | 02/08/2019 | 500,000.00 | 499,295.00 | 497,092.11 | 2.125 | Aaa | N/A | 2.498 | 11/30/2023 |
| 912828P38 | 12262 | U.S. Treasury | | 02/08/2019 | 700,000.00 | 701,204.00 | 695,896.09 | 1.750 | Aaa | N/A | 2.492 | 01/31/2023 |
| 9128286G0 | 12274 | U.S. Treasury | | 03/07/2019 | 400,000.00 | 400,436.00 | 398,697.78 | 2.375 | Aaa | N/A | 0.000 | 02/29/2024 |
| 912828WJ5 | 12305 | U.S. Treasury | | 06/06/2019 | 500,000.00 | 501,035.00 | 505,803.11 | 2.500 | Aaa | N/A | 1.924 | 05/15/2024 |

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|-------------------------------------|--------------|---------------|-----------------|---------------|---------------|---------------|---------------|--------|---------|-----|-------|---------------|
| | | | | | | | | Rate | Moody's | S&P | | |
| US Treasury Note-GC 53601(b) | | | | | | | | | | | | |
| 912828S35 | 12309 | U.S. Treasury | | 07/12/2019 | 750,000.00 | 744,607.50 | 746,053.41 | 1.375 | Aaa | N/A | 1.815 | 06/30/2023 |
| 912828Q29 | 12320 | U.S. Treasury | | 09/06/2019 | 950,000.00 | 947,777.00 | 951,462.83 | 1.500 | Aaa | N/A | 1.341 | 03/31/2023 |
| 912828YM6 | 12331 | U.S. Treasury | | 11/19/2019 | 170,000.00 | 165,857.10 | 169,296.15 | 1.500 | Aaa | N/A | 1.668 | 10/31/2024 |
| 912828Z52 | 12352 | U.S. Treasury | | 02/05/2020 | 500,000.00 | 484,610.00 | 500,022.21 | 1.375 | Aaa | N/A | 1.373 | 01/31/2025 |
| 912828YM6 | 12353 | U.S. Treasury | | 02/05/2020 | 500,000.00 | 487,815.00 | 501,513.37 | 1.500 | Aaa | N/A | 1.378 | 10/31/2024 |
| 912828YY0 | 12354A | U.S. Treasury | | 02/05/2020 | 370,000.00 | 362,570.40 | 373,690.15 | 1.750 | N/A | N/A | 1.374 | 12/31/2024 |
| 912828ZC7 | 12362 | U.S. Treasury | | 03/04/2020 | 400,000.00 | 384,516.00 | 403,348.73 | 1.125 | Aaa | N/A | 0.831 | 02/28/2025 |
| 912828ZR4 | 12379 | U.S. Treasury | | 06/18/2020 | 25,000,000.00 | 24,989,000.00 | 24,996,955.10 | 0.125 | Aaa | N/A | 0.199 | 05/31/2022 |
| 912828ZM5 | 12410 | U.S. Treasury | | 09/18/2020 | 30,700,000.00 | 30,696,009.00 | 30,699,763.82 | 0.125 | Aaa | N/A | 0.134 | 04/30/2022 |
| 91282CAP6 | 12419 | U.S. Treasury | | 10/15/2020 | 20,300,000.00 | 19,674,354.00 | 20,284,941.56 | 0.125 | Aaa | N/A | 0.173 | 10/15/2023 |
| 91282CAG6 | 12424 | U.S. Treasury | | 11/03/2020 | 25,000,000.00 | 24,917,000.00 | 24,996,433.93 | 0.125 | Aaa | N/A | 0.159 | 08/31/2022 |
| 912828M80 | 12425 | U.S. Treasury | | 11/04/2020 | 25,000,000.00 | 25,109,500.00 | 25,303,850.45 | 2.000 | Aaa | N/A | 0.170 | 11/30/2022 |
| 91282CAR2 | 12426 | U.S. Treasury | | 11/04/2020 | 25,000,000.00 | 24,845,750.00 | 24,993,410.22 | 0.125 | Aaa | N/A | 0.170 | 10/31/2022 |
| 912828TY6 | 12427 | U.S. Treasury | | 11/04/2020 | 25,000,000.00 | 25,052,750.00 | 25,226,562.50 | 1.625 | Aaa | N/A | 0.171 | 11/15/2022 |
| 91282CAN1 | 12428 | U.S. Treasury | | 11/04/2020 | 25,000,000.00 | 24,885,750.00 | 24,994,118.14 | 0.125 | Aaa | N/A | 0.172 | 09/30/2022 |
| 91282CAR2 | 12434 | U.S. Treasury | | 11/18/2020 | 500,000.00 | 496,915.00 | 499,853.93 | 0.125 | Aaa | N/A | 0.175 | 10/31/2022 |
| 91282CAP6 | 12441 | U.S. Treasury | | 12/01/2020 | 20,900,000.00 | 20,255,862.00 | 20,880,736.55 | 0.125 | Aaa | N/A | 0.185 | 10/15/2023 |
| 91282CAZ4 | 12443 | U.S. Treasury | | 12/08/2020 | 325,000.00 | 300,472.25 | 324,794.29 | 0.375 | Aaa | N/A | 0.392 | 11/30/2025 |
| 91282CAX9 | 12450 | U.S. Treasury | | 12/11/2020 | 28,210,000.00 | 27,986,294.70 | 28,204,413.60 | 0.125 | Aaa | N/A | 0.155 | 11/30/2022 |
| 91282CBA8 | 12452 | U.S. Treasury | | 12/16/2020 | 25,000,000.00 | 24,117,250.00 | 24,978,311.21 | 0.125 | Aaa | N/A | 0.175 | 12/15/2023 |
| 91282CAW1 | 12454 | U.S. Treasury | | 12/22/2020 | 25,000,000.00 | 24,224,500.00 | 25,038,862.20 | 0.250 | Aaa | N/A | 0.154 | 11/15/2023 |
| 91282CBA8 | 12455 | U.S. Treasury | | 12/22/2020 | 25,000,000.00 | 24,117,250.00 | 24,982,665.12 | 0.125 | Aaa | N/A | 0.166 | 12/15/2023 |
| 912828YE4 | 12456 | U.S. Treasury | | 12/22/2020 | 25,000,000.00 | 24,292,000.00 | 25,616,663.00 | 1.250 | Aaa | N/A | 0.224 | 08/31/2024 |
| 912828YM6 | 12457 | U.S. Treasury | | 12/22/2020 | 22,500,000.00 | 21,951,675.00 | 23,229,583.26 | 1.500 | Aaa | N/A | 0.238 | 10/31/2024 |
| 91282CBE0 | 12459 | U.S. Treasury | | 02/01/2021 | 20,000,000.00 | 19,244,600.00 | 19,980,567.31 | 0.125 | Aaa | N/A | 0.179 | 01/15/2024 |
| 91282CBM2 | 12461 | U.S. Treasury | | 02/16/2021 | 14,400,000.00 | 13,827,888.00 | 14,382,741.94 | 0.125 | Aaa | N/A | 0.189 | 02/15/2024 |
| 91282CBM2 | 12463 | U.S. Treasury | | 02/26/2021 | 10,000,000.00 | 9,602,700.00 | 9,962,479.82 | 0.125 | Aaa | N/A | 0.326 | 02/15/2024 |
| 912828ZF0 | 12464 | U.S. Treasury | | 03/01/2021 | 25,000,000.00 | 23,551,750.00 | 24,945,493.27 | 0.500 | Aaa | N/A | 0.574 | 03/31/2025 |
| 91282CAB7 | 12465 | U.S. Treasury | | 03/01/2021 | 30,000,000.00 | 27,813,300.00 | 29,599,469.40 | 0.250 | Aaa | N/A | 0.657 | 07/31/2025 |
| 91282CBQ3 | 12466 | U.S. Treasury | | 03/04/2021 | 250,000.00 | 231,132.50 | 247,801.81 | 0.500 | Aaa | N/A | 0.729 | 02/28/2026 |
| 91282CBH3 | 12467 | U.S. Treasury | | 03/04/2021 | 250,000.00 | 230,342.50 | 246,743.56 | 0.375 | Aaa | N/A | 0.721 | 01/31/2026 |
| 912828P46 | 12470 | U.S. Treasury | | 03/09/2021 | 500,000.00 | 483,320.00 | 515,238.53 | 1.625 | Aaa | N/A | 0.821 | 02/15/2026 |
| 91282CBN0 | 12471 | U.S. Treasury | | 03/09/2021 | 500,000.00 | 493,280.00 | 499,891.75 | 0.125 | N/A | N/A | 0.148 | 02/28/2023 |
| 91282CBM2 | 12472 | U.S. Treasury | | 03/09/2021 | 500,000.00 | 480,135.00 | 498,154.64 | 0.125 | Aaa | N/A | 0.322 | 02/15/2024 |
| 91282CBR1 | 12475 | U.S. Treasury | | 03/23/2021 | 200,000.00 | 192,126.00 | 199,728.27 | 0.250 | Aaa | N/A | 0.320 | 03/15/2024 |
| 912828ZF0 | 12476 | U.S. Treasury | | 03/26/2021 | 250,000.00 | 235,517.50 | 249,445.64 | 0.500 | Aaa | N/A | 0.575 | 03/31/2025 |

Portfolio INVT

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PM (PRF_PM2) 7.3.11

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|-------------------------------------|--------------|---------------|-----------------------|---------------|-------------------------|-----------------------|-------------------------|--------|---------|-----|--------------|---------------|
| | | | | | | | | Rate | Moody's | S&P | | |
| US Treasury Note-GC 53601(b) | | | | | | | | | | | | |
| 912828YH7 | 12477 | U.S. Treasury | | 03/31/2021 | 25,000,000.00 | 24,411,250.00 | 25,632,277.26 | 1.500 | Aaa | N/A | 0.478 | 09/30/2024 |
| 9128286Z8 | 12480 | U.S. Treasury | | 03/31/2021 | 19,000,000.00 | 18,725,450.00 | 19,568,268.64 | 1.750 | Aaa | N/A | 0.409 | 06/30/2024 |
| 91282CBR1 | 12484 | U.S. Treasury | | 04/06/2021 | 250,000.00 | 240,157.50 | 249,461.14 | 0.250 | Aaa | N/A | 0.361 | 03/15/2024 |
| 91282CBC4 | 12486 | U.S. Treasury | | 04/12/2021 | 250,000.00 | 230,850.00 | 246,018.92 | 0.375 | Aaa | N/A | 0.809 | 12/31/2025 |
| 91282CBV2 | 12487 | U.S. Treasury | | 04/15/2021 | 22,000,000.00 | 21,132,100.00 | 22,005,257.40 | 0.375 | Aaa | N/A | 0.363 | 04/15/2024 |
| 91282CBV2 | 12494 | U.S. Treasury | | 04/30/2021 | 20,000,000.00 | 19,211,000.00 | 20,015,075.74 | 0.375 | Aaa | N/A | 0.338 | 04/15/2024 |
| 912828XX3 | 12495 | U.S. Treasury | | 04/30/2021 | 500,000.00 | 495,410.00 | 518,030.89 | 2.000 | Aaa | N/A | 0.385 | 06/30/2024 |
| 91282CBR1 | 12496 | U.S. Treasury | | 05/05/2021 | 250,000.00 | 240,157.50 | 249,799.83 | 0.250 | Aaa | N/A | 0.291 | 03/15/2024 |
| 91282CBE0 | 12499 | U.S. Treasury | | 05/11/2021 | 25,000,000.00 | 24,055,750.00 | 24,947,157.90 | 0.125 | Aaa | N/A | 0.243 | 01/15/2024 |
| 91282CAK7 | 12500 | U.S. Treasury | | 05/11/2021 | 25,000,000.00 | 24,290,000.00 | 24,973,932.50 | 0.125 | Aaa | N/A | 0.196 | 09/15/2023 |
| 91282CBR1 | 12505 | U.S. Treasury | | 05/13/2021 | 13,200,000.00 | 12,680,316.00 | 13,192,189.55 | 0.250 | Aaa | N/A | 0.280 | 03/15/2024 |
| 912828YE4 | 12511 | U.S. Treasury | | 06/02/2021 | 15,000,000.00 | 14,575,200.00 | 15,316,275.33 | 1.250 | Aaa | N/A | 0.371 | 08/31/2024 |
| 91282CCF6 | 12513 | U.S. Treasury | | 06/07/2021 | 200,000.00 | 186,016.00 | 199,719.10 | 0.750 | | N/A | 0.784 | 05/31/2026 |
| 91282CBW0 | 12518 | U.S. Treasury | | 06/25/2021 | 250,000.00 | 232,852.50 | 248,799.77 | 0.750 | Aaa | N/A | 0.870 | 04/30/2026 |
| 9128282N9 | 12520 | U.S. Treasury | | 06/30/2021 | 25,000,000.00 | 24,822,250.00 | 25,948,678.04 | 2.125 | Aaa | N/A | 0.484 | 07/31/2024 |
| 91282CCG4 | 12521 | U.S. Treasury | | 06/30/2021 | 30,000,000.00 | 28,612,500.00 | 29,854,082.60 | 0.250 | Aaa | N/A | 0.472 | 06/15/2024 |
| 9128282Y5 | 12522 | U.S. Treasury | | 06/30/2021 | 22,000,000.00 | 21,816,080.00 | 22,877,732.21 | 2.125 | Aaa | N/A | 0.513 | 09/30/2024 |
| 91282CBX8 | 12532 | U.S. Treasury | | 09/30/2021 | 20,750,000.00 | 20,383,555.00 | 20,731,181.83 | 0.125 | Aaa | N/A | 0.209 | 04/30/2023 |
| 912828YV6 | 12533 | U.S. Treasury | | 09/30/2021 | 20,000,000.00 | 19,482,800.00 | 20,487,999.68 | 1.500 | Aaa | N/A | 0.575 | 11/30/2024 |
| 912828YM6 | 12534 | U.S. Treasury | | 09/30/2021 | 20,000,000.00 | 19,512,600.00 | 20,485,559.01 | 1.500 | Aaa | N/A | 0.551 | 10/31/2024 |
| 91282CBC4 | 12535 | U.S. Treasury | | 10/06/2021 | 135,000.00 | 124,659.00 | 132,781.72 | 0.375 | Aaa | N/A | 0.822 | 12/31/2025 |
| 912828ZL7 | 12537 | U.S. Treasury | | 11/02/2021 | 20,000,000.00 | 18,727,400.00 | 19,665,670.96 | 0.375 | Aaa | N/A | 0.927 | 04/30/2025 |
| 91282CAB7 | 12538 | U.S. Treasury | | 11/02/2021 | 20,000,000.00 | 18,542,200.00 | 19,521,479.52 | 0.250 | Aaa | N/A | 0.982 | 07/31/2025 |
| 91282CCJ8 | 12540 | U.S. Treasury | | 11/09/2021 | 400,000.00 | 373,592.00 | 396,523.64 | 0.875 | Aaa | N/A | 1.085 | 06/30/2026 |
| 91282CCW9 | 12541 | U.S. Treasury | | 11/09/2021 | 380,000.00 | 352,199.20 | 374,286.96 | 0.750 | Aaa | N/A | 1.100 | 08/31/2026 |
| 91282CAJ0 | 12543 | U.S. Treasury | | 11/16/2021 | 26,000,000.00 | 24,055,980.00 | 25,285,657.51 | 0.250 | Aaa | N/A | 1.073 | 08/31/2025 |
| 91282CDH1 | 12549 | U.S. Treasury | | 12/22/2021 | 24,000,000.00 | 22,939,680.00 | 23,921,045.50 | 0.750 | Aaa | N/A | 0.877 | 11/15/2024 |
| 91282CBR1 | 12550 | U.S. Treasury | | 12/22/2021 | 25,000,000.00 | 24,015,750.00 | 24,773,003.21 | 0.250 | Aaa | N/A | 0.719 | 03/15/2024 |
| 9128283P3 | 12552 | U.S. Treasury | | 12/22/2021 | 25,000,000.00 | 24,830,000.00 | 25,913,943.19 | 2.250 | Aaa | N/A | 0.899 | 12/31/2024 |
| 91282CCL3 | 12569 | U.S. Treasury | | 02/25/2022 | 15,600,000.00 | 14,889,420.00 | 15,175,956.16 | 0.375 | Aaa | N/A | 1.588 | 07/15/2024 |
| 91282CCK5 | 12580 | U.S. Treasury | | 03/22/2022 | 25,000,000.00 | 24,436,500.00 | 24,490,685.91 | 0.125 | Aaa | N/A | 1.782 | 06/30/2023 |
| 912828R28 | 12583 | U.S. Treasury | | 03/31/2022 | 25,000,000.00 | 24,955,000.00 | 24,965,906.84 | 1.625 | Aaa | N/A | 1.753 | 04/30/2023 |
| 91282CBM2 | 12584 | U.S. Treasury | | 03/31/2022 | 25,000,000.00 | 24,006,750.00 | 24,030,711.90 | 0.125 | Aaa | N/A | 2.248 | 02/15/2024 |
| Subtotal and Average | | | 942,130,690.66 | | 1,018,825,000.00 | 990,199,758.10 | 1,021,332,534.36 | | | | 0.530 | |

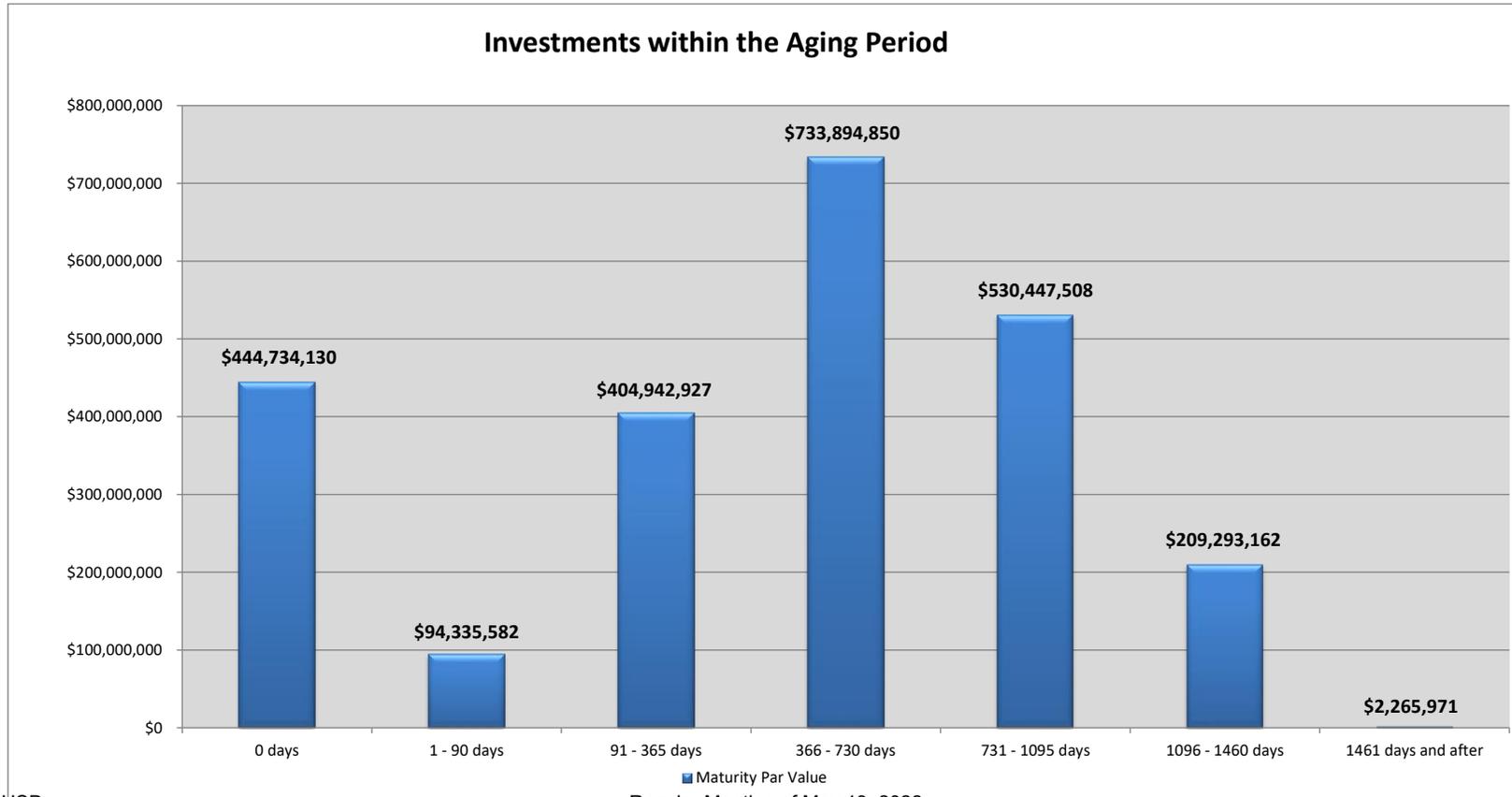
**Monterey County
Portfolio Management
Portfolio Details - Investments
March 31, 2022**

| CUSIP | Investment # | Issuer | Average Balance | Purchase Date | Par Value | Market Value | Book Value | Stated | | | YTM | Maturity Date |
|--|--------------|--------------------------------|-------------------------|---------------|-------------------------|-------------------------|-------------------------|--------|---------|-----|--------------|---------------|
| | | | | | | | | Rate | Moody's | S&P | | |
| Supranationals | | | | | | | | | | | | |
| 459058JV6 | 12488 | Inter-America Devel BK | | 04/20/2021 | 190,000.00 | 186,485.00 | 189,792.97 | 0.126 | | AAA | 0.230 | 04/20/2023 |
| 459058JV6 | 12489 | Inter-America Devel BK | | 04/20/2021 | 5,000,000.00 | 4,907,500.00 | 4,995,525.69 | 0.126 | | AAA | 0.210 | 04/20/2023 |
| 4581X0DM7 | 12365 | INTER AMERICAN DEVEL BK | | 04/24/2020 | 270,000.00 | 265,334.40 | 269,965.84 | 0.500 | | AAA | 0.511 | 05/24/2023 |
| 4581X0DZ8 | 12531 | INTER AMERICAN DEVEL BK | | 09/23/2021 | 265,000.00 | 252,322.40 | 264,838.04 | 0.500 | Aaa | AAA | 0.525 | 09/23/2024 |
| 459058JM6 | 12437 | INTL BK RECON & DEVELP | | 11/24/2020 | 355,000.00 | 343,526.40 | 354,580.92 | 0.250 | N/A | AAA | 0.322 | 11/24/2023 |
| 459058JM6 | 12438 | INTL BK RECON & DEVELP | | 11/24/2020 | 21,955,000.00 | 21,245,414.40 | 21,929,081.92 | 0.250 | N/A | AAA | 0.322 | 11/24/2023 |
| 459058GX5 | 12503 | INTL BK RECON & DEVELP | | 05/13/2021 | 15,000,000.00 | 14,964,150.00 | 15,302,428.57 | 1.876 | | AAA | 0.214 | 06/19/2023 |
| 459056HV2 | 12504 | INTL BK RECON & DEVELP | | 05/13/2021 | 15,000,000.00 | 14,670,300.00 | 15,374,236.71 | 1.500 | Aaa | AAA | 0.455 | 08/28/2024 |
| Subtotal and Average | | | 58,727,816.56 | | 58,035,000.00 | 56,835,032.60 | 58,680,450.66 | | | | 0.321 | |
| Asset Backed Security(GNMA/CMO) | | | | | | | | | | | | |
| 14041NFY2 | 12547 | Capital One Multi-Asset | | 11/30/2021 | 195,000.00 | 186,464.85 | 194,973.13 | 1.040 | N/A | AAA | 1.047 | 11/16/2026 |
| Subtotal and Average | | | 194,973.13 | | 195,000.00 | 186,464.85 | 194,973.13 | | | | 1.047 | |
| Municipal Bonds | | | | | | | | | | | | |
| 13017HAK2 | 12435 | California Earthquake Authorit | | 11/24/2020 | 55,000.00 | 54,494.55 | 55,000.00 | 1.477 | N/A | N/A | 1.477 | 07/01/2023 |
| 54438CYK2 | 12431 | Los Angeles CCD | | 11/10/2020 | 100,000.00 | 93,796.00 | 100,000.00 | 0.773 | Aaa | AA+ | 0.773 | 08/01/2025 |
| 544647FC9 | 12542 | Los Angeles Unified SD | | 11/10/2021 | 80,000.00 | 75,127.20 | 80,000.00 | 1.455 | Aa3 | N/A | 1.455 | 07/01/2026 |
| 646140DN0 | 12460 | NJ TPK AUTH-B-TXBL | | 02/04/2021 | 55,000.00 | 52,011.85 | 55,000.00 | 0.897 | A1 | AA- | 0.897 | 01/01/2025 |
| 650036DT0 | 12453 | NY ST Urban | | 12/23/2020 | 270,000.00 | 254,493.90 | 270,000.00 | 0.870 | N/A | AA+ | 0.870 | 03/15/2025 |
| 798306WP7 | 12422 | SAN JUAN CA UNIF SCH | | 10/29/2020 | 55,000.00 | 51,791.85 | 55,000.00 | 0.852 | Aa2 | N/A | 0.899 | 08/01/2025 |
| 798306WN2 | 12423 | SAN JUAN CA UNIF SCH | | 10/29/2020 | 60,000.00 | 57,442.80 | 60,000.00 | 0.702 | Aa2 | N/A | 0.702 | 08/01/2024 |
| 574193TQ1 | 12392 | State of Maryland | | 08/05/2020 | 110,000.00 | 104,933.40 | 109,981.98 | 0.510 | Aaa | AAA | 0.517 | 08/01/2024 |
| 91412HFM0 | 12388 | University of California | | 07/16/2020 | 55,000.00 | 51,778.65 | 55,000.00 | 0.933 | Aa2 | AA | 0.933 | 05/15/2025 |
| 977123X78 | 12389 | Wisconsin St Transport | | 07/30/2020 | 140,000.00 | 131,156.20 | 140,000.00 | 0.774 | N/A | AAA | 0.774 | 07/01/2025 |
| 977123X60 | 12390 | Wisconsin St Transport | | 07/30/2020 | 140,000.00 | 133,828.80 | 140,000.00 | 0.624 | N/A | AAA | 0.624 | 07/01/2024 |
| Subtotal and Average | | | 1,150,076.67 | | 1,120,000.00 | 1,060,855.20 | 1,119,981.98 | | | | 0.852 | |
| Total and Average | | | 2,412,226,155.68 | | 2,419,914,130.01 | 2,371,225,548.11 | 2,425,854,603.54 | | | | 0.518 | |



Exhibit C Monterey County Aging Summary By Maturity Date As of April 1, 2022

| Aging Interval: | Maturities | Maturity Par Value | Percent of Portfolio | Current Book Value | Current Market Value |
|--|---------------|-------------------------|----------------------|-------------------------|-------------------------|
| 0 days (04/01/2022 - 04/01/2022) | 10 Maturities | 444,734,130.01 | 18.38% | 444,734,130.01 | 444,734,130.01 |
| 1 - 90 days (04/02/2022 - 06/30/2022) | 5 Maturities | 94,335,582.37 | 3.90% | 94,326,653.55 | 94,305,127.75 |
| 91 - 365 days (07/01/2022 - 04/01/2023) | 26 Maturities | 404,942,927.30 | 16.73% | 404,698,536.05 | 402,414,417.70 |
| 366 - 730 days (04/02/2023 - 03/31/2024) | 72 Maturities | 733,894,849.61 | 30.33% | 733,168,646.83 | 714,844,226.70 |
| 731 - 1095 days (04/01/2024 - 03/31/2025) | 72 Maturities | 530,447,507.67 | 21.92% | 539,262,313.87 | 515,893,826.30 |
| 1096 - 1460 days (04/01/2025 - 03/31/2026) | 40 Maturities | 209,293,162.22 | 8.65% | 207,217,370.06 | 196,720,457.05 |
| 1461 days and after (04/01/2026 -) | 16 Maturities | 2,265,970.79 | 0.09% | 2,446,953.17 | 2,313,362.60 |
| Total for 241 Investments | | 2,419,914,129.97 | 100.00 | 2,425,854,603.54 | 2,371,225,548.11 |



*Totals may differ due to rounding.

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

SUBJECT: Contract for Services with David Sonderegger, E-Rate Filing Services

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent, Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with David Sonderegger to provide E-Rate filing services for the 2022-2023 fiscal year.

BACKGROUND:

David Sonderegger continues to provide assistance with the E-Rate filing process as in past years.

INFORMATION:

The district has completed the 2020-2021 E-Rate project for upgrades to the wired and wireless networks at all schools. E-Rate paid 40% of that cost, or \$143k, directly to AMS and District paid the rest. District is also eligible for a 40% reimbursement/discount on a \$344k expense over the next four years for similar upgrades.

The district was also approved last year for \$238k under the FCC’s Emergency Connectivity Fund Program. That funding will be used to purchase 600 Chromebooks and mobile data plans and equipment to support remote learning. That equipment will be ordered in May and received during the summer. In addition, District will receive \$15,200 to help cover the cost of Internet and firewall service for the 2021-2022 fiscal year and \$17,112 to help cover the costs for the upgraded service in 2022-2023. That funding will be paid directly to MCOE on the district’s behalf.

The processes associated with those funding programs are time-consuming and complex, as are the processes used to actually capture that funding once approved.

The scope of service includes ensuring that 2022-2023 approved discounts are captured; assisting with updating enrollment data and filing for funding for the MCOE-provided internet and firewall service for 2023-2024; filing for any new on-campus projects, and assisting with any AT&T billing questions.

FISCAL IMPACT:

General Fund 01 \$12,000 (budgeted)

**Proposal for Consulting / Contract Services
Pacific Grove Unified School District**

**Submitted by
David Sonderegger, Independent Consultant
April 27, 2022**

This proposal is for consulting services focused on optimizing federal funding for the district's data communications network and Internet access service and related cost-cutting work. The benefits of the service are expected to exceed the costs and contracting the work will significantly reduce the amount of district staff time.

Background – The Need for Expert Assistance with Funding Programs:

Pacific Grove Unified School District (District) applies for approximately \$17k per year in E-Rate funding for Internet Access and an advanced firewall, both of which are currently provided by Monterey County Office of Education. In addition, District benefited recently from \$143k in funding to help cover the cost of much-needed upgrades to cabling and wireless access on all campuses, and has a five-year budget of \$332k for additional work on campuses. (See notes on page 3.)

District also recently applied for, and was approved for, \$238k in funding to help cover the cost of tablets and data plans to support remote teaching and learning. That was a surprise opportunity made available under the Emergency Connectivity Fund. The equipment will be ordered in May and received during the summer.

The processes associated with those funding programs are time-consuming and complex. And even if everything is filed correctly, the processes used to actually capture that funding once approved is also complex.... and unforgiving.

Qualifications of Contractor:

Consultant qualifications include an M.B.A. and over twenty years of training and experience with e-Rate and the types of services used by the district. He also has an excellent understanding of the post-commitment processes required to capture the approved funding once it is committed, and the district's telecommunications services, contracts, and billing systems.

He has worked closely with the Pacific Grove Unified School District over the past decade to provide the most modern technology at the lowest cost through competitive bidding and contracting, telecommunications service management, and year-round effective management of funding processes and follow-up.

Contracting Details:

Because the amount of time required can vary significantly, it is recommended that the proposed service be billed monthly for the time actually spent on the district's behalf. This arrangement will provide the best service at the lowest cost, while offering the flexibility to assist with other work and opportunities at the direction of the Director of Technology Systems.

The specialized work to be performed clearly meets the IRS's rules for contracting, and consultant agrees to use the district's standard contracts for this type of work.

Although consultant does not anticipate having contact with students, he has fingerprints on file with Live Scan.

Budgetary Information:

Based on consultant's knowledge of the district's services, filings, and funding in progress, a "not-to-exceed" budget of \$12,000 is proposed for 2022-2023 fiscal year. At a very conservative hourly rate of \$125, that budget will cover 96 hours... about one day a month. Hours will be billed monthly as needed and will include status or progress on each activity. A description of the work projected for the coming fiscal year is provided on the following page.

Please keep in mind that this is a budgetary estimate only, and that the actual number of hours required could be more or less depending on the e-Rate program review processes and other factors. In no case will consultant invoice for additional hours without prior approval in writing from the district.

My contact information is shown below in case you have questions.

David Sonderegger, M.B.A.
Registered E-Rate Consultant # 16071142
19135 Garden Valley Way
Salinas, CA 93908
(831) 261-8197
dwsonde@comcast.net

Outline of Proposed Services:

2021-2022 E-Rate Applications:

Monitor to ensure that MCOE invoices for their services in full correctly before filing deadline. Deadline extended as a precaution.

Emergency Connectivity Fund:

Continue to monitor progress. At the time of writing this proposal some services had been ordered and an order for 600 Chromebooks was in process. Another application for additional equipment was also being considered, which would be filed in early May. Consultant will assist and advise as needed.

2022-2023 E-Rate:

Funding for Internet and enhanced firewall approved in April. Consultant will prepare 486's for certification and monitor as needed.

2023-2024 E-Rate:

Discuss technical requirements with Director and file applications for Internet and firewall service. Discuss potential projects for on-campus wired and wireless networks and get quotes for projects as needed. District has a budget of \$342k for on-campus projects, which is available for three years. USAC will pay 40% of that amount and District would pay their 60% share.

Ongoing Telecommunications Management: Continue to work on disconnecting services no longer needed and replacing services no longer cost-effective. One project completed in April of 2022 will save the district \$50k in 2022-2023. Additional savings will be achieved by weeding out services no longer needed as a result of migrating to a different voice platform.

The Unexpected: It is always good to include some time for the unexpected, such as audits, billing issues, new funding opportunities, or other work at the request of the Director of Technology Systems, CBO, or other district staff. The unexpected Emergency Connectivity Fund grant described in this proposal is a good example.

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

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

SUBJECT: Lease Agreement with The WAVE Youth Program of Pacific Grove

DATE: May 19, 2022

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the 2022-23 Lease Agreement with The Wave Youth Program of Pacific Grove. (The Wave)

BACKGROUND:

Since 2017, the district has opened the high school campus to The Wave. The Wave would utilize the High School facilities such as the tennis court, gymnasium, pool, classrooms (art, culinary, etc).

INFORMATION:

This summer program is open only to all Pacific Grove Unified School District (PG USD) students of middle school age, at no charge, and includes athletics, arts and crafts, and a foods session. The dates of the camp will be Monday through Thursday, July 11-14, 2022 and July 18-21, 2022, 8:30 a.m. – 4:00 p.m.

The Wave, on the Facilities Use Fees table, falls into Group 1A. This table was Board approved on October 3, 2019. In March, 2020, a representative from The Wave met with the Assistant Superintendent to discuss facility rates which resulted in an understanding of incremental increases over a three-year period. In their first year, they paid \$8,200. Last year they paid \$10,000. This is the third and final year of the incremental increase, reaching the goal level of Group 1A on the Facility Use Fee table. This year the program has been reduced from 10 to 8 days therefore the rate for 2022-23 will be \$10,598.

FISCAL IMPACT:

Fund 40 \$10,598.00 revenue.

Lease Agreement
Between
Pacific Grove Unified School District
and
The Wave Youth Program of Pacific Grove

A. PURPOSE

The purpose of this lease agreement (hereinafter called "Agreement") is to establish and document an agreement between Pacific Grove Unified School District (PGUSD) and The Wave Youth Program of Pacific Grove (The Wave), hereinafter collectively referred to as the "Parties," for the purpose of creating a lease agreement to benefit students in the The Wave. The Wave Program agrees to accept only matriculating 5th, 6th and 7th grade students (those entering grades 6-8) who reside within the PGUSD district boundaries which includes all of the City of Pacific Grove and the portion of Pebble Beach within PGUSD.

B. FEES

The Wave Program is free to all eligible students as referred to in Item A above; however, the Program will accept a donation of \$125 per student, per two-week session, if families are able to financially support the Program.

C. PREMISES

For the purposes of this Agreement, the premises are identified as Facilities at Pacific Grove High School, 615 Sunset Ave., Pacific Grove, CA 93950.

D. LEASE TERM

The lease term shall be Monday through Thursday, July 11-14, 2022 and July 18-21, 2022. A representative of The Wave shall enter their Facility Use Request via the Facilitron online reservation service.

E. LEASE DEPOSIT AND PAYMENT

For use of the premises, The Wave will pay to PGUSD a flat rate of \$10,598 for the 2022-2023 fiscal year. This is the sixth year of this program and due to the fact that this year the program is only eight (8) days instead of ten (10) days, the fee schedule has been adjusted accordingly. Starting with the 2023-2024, should the program run the entire ten (10) days, the fee schedule will be based on the Facilities Use Fee Table, Group 1A.

F. USE OF PREMISES

The Wave accepts full responsibility for the use of the premises during the term of this lease. PGUSD understands only that The Wave proposes to conduct a 10-day summer youth program within the premises and takes no responsibility for said operation.

G. PREMISES CONDITION

The Wave accepts the condition of the premises as is and in no way expects PGUSD to modify the existing condition of the premises as a condition of this agreement.

H. TERMINATION

PGUSD shall, at its sole discretion, have the right to terminate this agreement subject to a 90-day written notice, which must be provided to The Wave prior to April 1, of each year.

I. AUTHORIZED REPRESENTATIVES

Correspondence and communication regarding this agreement and use of the premises shall be conducted only through authorized representatives of PGUSD and The Wave and shall not be delegated to persons who are not employees of PGUSD or The Wave.

J. INDEMNIFICATION

PGUSD shall indemnify, hold harmless and defend The Wave and its agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of the Pacific Grove Unified School District in its performance of this Agreement.

The Wave shall indemnify, hold harmless and defend PGUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of The Wave and its agents in their performance of this Agreement.

K. INSURANCE

The Wave shall at its sole cost and expense, procure and maintain throughout the term of this Agreement policies of general liability insurance and property and casualty insurance during the performance of the Agreement.

1. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
2. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
3. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

The Wave shall notify Pacific Grove Unified School District at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

Agreement to the above conditions and acceptance of this Agreement is confirmed by the execution of the document by the authorized representatives below.

Authorized Representative, PGUSD Date

Authorized Representative, The Wave Date

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

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

SUBJECT: Memorandum of Understanding with North Monterey County Unified School District for Independent Study

DATE: May 19, 2022

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the 2022-2023 Memorandum of Understanding (MOU) with North Monterey County Unified School District (NMCUSD) for Independent Study.

BACKGROUND and INFORMATION:

For many years the District has housed the Independent Study Program which is under the direction of North Monterey County Unified. This program currently meets in Room E-3 at the David Avenue site. The lease payment is \$1 per year, plus \$100 per month for custodial services.

In return for the nominal lease agreement, Pacific Grove students who wish to attend an independent study program may attend theirs by applying for an inter-district transfer. In the 2022-23 school year, there are 11 PGUSD students expected to attend Independent Study for various reasons.

FISCAL IMPACT:

None

Memorandum of Understanding (MOU)

Between
Pacific Grove Unified School District
and
North Monterey County Unified School District

A. PURPOSE

The purpose of this Memorandum of Understanding (hereinafter called "MOU") is to establish and document a relationship between Pacific Grove Unified School District (PGUSD) and North Monterey County Unified School District (NMCUSD), hereinafter collectively referred to as the "Parties," for the purpose of creating a lease agreement to benefit students in the NMCUSD Independent Study Program. The NMCUSD Independent Study Program agrees to accept students from PGUSD who meet the requirements agreed upon by both parties.

B. PREMISES

For the purposes of this MOU, the premises are identified as Classroom #E-3 at the David Avenue School, 1004 David Avenue, Pacific Grove, CA 93950.

C. LEASE TERM

The lease term shall be July 1, 2022 through June 30, 2023.

D. LEASE DEPOSIT AND PAYMENT

For use of the premises, NMCUSD will pay to PGUSD a lease deposit in the amount of \$1,000 and a lease payment in the amount of \$1 per year. In addition, NMCUSD will pay PGUSD \$100 per month for basic custodial services.

E. USE OF PREMISES

NMCUSD accepts full responsibility for the use of the premises during the term of this lease. PGUSD understands only that NMCUSD proposes to conduct an independent study program within the premises and takes no responsibility for said operation.

F. PREMISES CONDITION

NMCUSD accepts the condition of the premises as is and in no way expects PGUSD to modify the existing condition of the premises as a condition of this lease agreement.

G. TERMINATION

PGUSD shall, at its sole discretion, have the right to terminate this agreement subject to a 90-day written notice, which must be provided to NMCUSD prior to April 1, of each year.

H. AUTHORIZED REPRESENTATIVES

Correspondence and communication regarding this agreement and use of the premises shall be conducted only through authorized representatives of PGUSD and NMCUSD and shall not be delegated to persons who are not employees of PGUSD or NMCUSD.

I. INDEMNIFICATION

PGUSD shall indemnify, hold harmless and defend North Monterey County Unified School District, Independent Study, and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of the Pacific Grove Unified School District in its performance of this MOU.

North Monterey County Unified School District shall indemnify, hold harmless and defend PGUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of North Monterey County Unified School District, Independent Study, and/or its employees or agents in their performance of this MOU.

J. INSURANCE

North Monterey County Unified School District shall at its sole cost and expense, procure and maintain throughout the term of this MOU policies of general liability insurance and property and casualty insurance during the performance of the MOU.

1. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
2. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
3. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

North Monterey County Unified School District shall notify Pacific Grove Unified School District at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

Agreement to the above conditions and acceptance of this MOU is confirmed by the execution of the document by the authorized representatives below.

Authorized Representative, PGUSD Date

Authorized Representative, NMCUSD Date

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

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

SUBJECT: Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.) at Pacific Grove Middle School

DATE: May 19, 2022

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with Independent Audio of the Monterey Peninsula (I.A.M.P.), to provide service and maintenance of audio equipment in the Pacific Grove Middle School auditorium.

BACKGROUND and INFORMATION:

Anthony Nocita, the owner/operator of I.A.M.P., has been involved with the sound system and audio equipment of the Pacific Grove Middle School auditorium for many years, especially since it was upgraded to the Performing Arts Center. He is well versed in the needs of the building and is a local professional who has been hired by outside groups to work their events in the auditorium.

This contract covers the possible needs for District events to be held in the auditorium, such as the Pacific Grove Middle School promotion, Community High School graduation, musical drama, and music instrumental performances during the 2022-2023 fiscal year.

This contract falls well below the required amount of \$92,600 required to go out to bid.

FISCAL IMPACT:

Fund 1 General Fund \$2,000. Invoicing will be done as needed for time and materials.

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

CONSULTANT FULL NAME Independent Audio of the Monterey Peninsula (I.A.M.P.)

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Middle School/ District Office

SUBMITTED BY Song Chin Bendib, Assistant Superintendent

ACCOUNT CODE 01-8150-0-0000-8110-5800-00-001-6220-0720

FUNDING SOURCE Facilities

AGREEMENT TOTAL AMOUNT \$2,000.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Independent Audio of the Monterey Peninsula (I.A.M.P.)(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a Audio Expert Technicians. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Provide labor and maintenance of audio equipment and system at Pacific Grove Middle School Auditorium for school district related events.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2022, and will diligently perform as required and complete performance by June 30, 2023.

3. **Compensation.** District agrees to pay \$125 per hour plus cost of any replacement equipment as invoiced to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

- 13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Independent Audio of Monterey Peninsula</u> |
| 435 Hillcrest Avenue | Address: <u>218 Reindollar Ave., Unit 6A</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Marina, CA 93933</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>Click or tap here to enter text.</u> |
| Assistant Superintendent/CBO | Email: <u>Click or tap here to enter text.</u> |

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

- 15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 18. **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.
- 19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
- 23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Service with Uretsky Investigation Security

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Song Chin Bendib, Assistant Superintendent Business Services

RECOMMENDATION:

The District Business Office recommends that the Board approve the Contract for Services agreement between Pacific Grove Unified School District and Uretsky Investigation Security to provide residency investigation services for the 2022-23 fiscal year.

BACKGROUND:

Since we are a Basic Aid district it is required that we ensure that the students attending our schools actually reside within the district boundaries. On some occasions it is necessary to have an investigation into the residency of some families to determine whether or not they reside in district.

INFORMATION:

Uretsky Investigation Security will provide residency information on families who may not be living in district.

FISCAL IMPACT:

Fund 01 Business Services \$3,000.00 for Fiscal year 2022-23.

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

CONSULTANT FULL NAME Uretsky Investigation Security

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT District Office

SUBMITTED BY Song Chin Bendib, Assistant Superintendent

ACCOUNT CODE 01-0000-0-0000-7300-5800-00-009-6120-0720

FUNDING SOURCE Business Office

AGREEMENT TOTAL AMOUNT \$3,000.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Uretsky Investigation Security(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a Residency Investigator. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to:Residency verification for school enrollment purposes
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2022, and will diligently perform as required and complete performance by June 30, 2023.

3. **Compensation.** District agrees to pay Hourly rate plus mileage as invoiced per residency case to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$3,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Uretsky Investigation Security</u> |
| 435 Hillcrest Avenue | Address: <u>Click or tap here to enter text.</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Click or tap here to enter text.</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>Click or tap here to enter text.</u> |
| Assistant Superintendent/CBO | Email: <u>Click or tap here to enter text.</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
- 23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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

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

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

SUBJECT: Agreement for Legal Services for 2022-23

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2022-23

BACKGROUND:

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

INFORMATION:

The agreement for 2022-23 school year contains no rate changes. Services are paid for through the Superintendents Professional and Consulting budget.

FISCAL IMPACT:

General Fun 01 budgeted \$100,000

AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2022, between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.
2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Client may choose to pre-pay for legal services. If Client elects to pre-pay, any amount of pre-payment will be held in trust by Attorney. Attorney will thereafter charge Client at 95% of the hourly professional rates on the attached rate schedule, reflecting a 5% discount, with such charges applying against the pre-paid amount on deposit until that amount is exhausted, at which point the hourly professional rates will be charged at 100% of the hourly professional rates on the attached rate schedule. The pre-payment and 5% discount do not apply to costs and expenses.
3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.
4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and

description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of

receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any

provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

| CLIENT SIGNATURE | ATTORNEY SIGNATURE |
|--|--|
| Pacific Grove Unified School District | Lozano Smith, LLP |
| BY <i>(Authorized Signature)</i> | BY <i>(Authorized Signature)</i>  |
| PRINTED NAME AND TITLE OF PERSON SIGNING | PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner |
| DATE EXECUTED | DATE EXECUTED 05/03/2022 |

PROFESSIONAL RATE SCHEDULE
FOR PACIFIC GROVE UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

| | |
|---|--------------------------|
| Partner** / Senior Counsel / Of Counsel | \$ 275 - \$ 350 per hour |
| Associate | \$ 215 - \$ 285 per hour |
| Paralegal / Law Clerk | \$ 135 - \$ 195 per hour |
| Consultant | \$ 135 - \$ 195 per hour |

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour. ¹

2. BILLING PRACTICE

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

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

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

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

¹ Sale or Lease of Sale Property Work:

| | |
|---------------------------------------|-----------------|
| Partner / Senior Counsel / Of Counsel | \$ 400 per hour |
| Associate | \$ 375 per hour |
| Paralegal / Law Clerk | \$ 200 per hour |

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

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

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

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2022-23 in the amount of \$5,135.00.

INFORMATION:

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

FISCAL IMPACT:

General Fund 01 for GAMUT Online Service Agreement due for 2022-23 in the amount of \$5,135.00, has been budgeted.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

This Agreement is entered by and between the California School Boards Association (“CSBA”) and Pacific Grove Unified School District of Pacific Grove, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber’s Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber’s devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site confidential and constitute trade secrets and proprietary information. Subscriber has a right to access Subscriber’s information hosted or

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

stored on the Service, but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Pacific Grove Unified School District

Tezeta Stewart

Tezeta Stewart
Director
Policy & Governance Technology

Signature

Printed Name

May 11, 2022

Date

Title

Date

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

| Module | Annual Fee |
|-------------------|-------------------------------|
| GAMUT Policy | \$2,495.00 (Existing Service) |
| GAMUT Policy Plus | \$2,640.00 (New Service) |
| GAMUT Meetings | Currently not subscribed |

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.¹ The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include an individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

GAMUT Policy Plus provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

GAMUT Meetings provides subscribers access to a technology platform that enables Subscriber to create meeting agendas, attach or link supporting documents, record minutes and publish agenda items for public viewing. Subscriber is authorized to create user accounts for its employees and board members. Users may manage the creation, uploading and publishing of meeting agendas, minutes, and related documents on behalf of Subscriber's governing body or any related committee or subcommittee.

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

| | |
|-----------------------------------|-----|
| Site Set Up Fee ² | N/A |
| On Site Training Fee ³ | N/A |

California School Boards Association

Pacific Grove Unified School District

Tezeta Stewart

Tezeta Stewart
Director
Policy & Governance Technology

Signature

Printed Name

May 11, 2022

Date

Title

Date

5/11/22

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include plus the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

Pacific Grove USD_GAMUT SA_Sent 05-11-2022

Final Audit Report

2022-05-11

| | |
|-----------------|--|
| Created: | 2022-05-11 |
| By: | Greg Francis (gfrancis@csba.org) |
| Status: | Signed |
| Transaction ID: | CBJCHBCAABAA0y-_mig_jY2OaZeqB0SJ63cOXmStnA1B |

"Pacific Grove USD_GAMUT SA_Sent 05-11-2022" History

-  Document created by Greg Francis (gfrancis@csba.org)
2022-05-11 - 9:35:08 PM GMT
-  Document emailed to Tezeta Stewartz (tstewartz@csba.org) for signature
2022-05-11 - 9:35:45 PM GMT
-  Email viewed by Tezeta Stewartz (tstewartz@csba.org)
2022-05-11 - 9:42:11 PM GMT
-  Document e-signed by Tezeta Stewartz (tstewartz@csba.org)
Signature Date: 2022-05-11 - 9:42:35 PM GMT - Time Source: server
-  Agreement completed.
2022-05-11 - 9:42:35 PM GMT

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

SUBJECT: Contract for Services with Tri-County Fire Protection

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Stephanie Lip, Nutrition Director

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Tri-County Fire Protection for the 2022-23 school year.

BACKGROUND:

The food service facilities require specialized fire inspections in the kitchens every year. This is a bi-annual inspection that is separate from the site fire inspections as foodservice equipment is inspected in particular.

INFORMATION:

Tri-County Fire Protection provides expertise in the inspections of foodservice equipment not available within the District.

FISCAL IMPACT:

Fund 13
Budgeted \$1,700
2022-23 School Year

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

(To be used for provision of services involving potential for liability exposure for District)

THIS AGREEMENT is hereby entered into by the **Pacific Grove Unified School District**, hereinafter referred to as DISTRICT, and:

TRI-COUNTY FIRE PROTECTION, INC.

| | | | |
|-------------------------|---|-----------|--------------|
| CONTRACTOR | SOCIAL SECURITY NUMBER OR BUSINESS ID # | | |
| 260-A RIANDA ST. | SALINAS | CA | 93901 |
| MAILING ADDRESS | CITY | STATE | ZIP |

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on July 1, 2022 and shall be completed on or before June 30, 2023
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
 - G. Services to be rendered to the DISTRICT by the CONTRACTOR are as follows:
 - On-site fire alarm inspections for foodservice kitchen equipment at PG High School, PG Middle School, Robert Down Elementary, and Forest Grove Elementary.
 - H. Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.
 - I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
 - J. CONTRACTOR shall be paid at the rate of:
 - \$ Not to exceed \$1,700 (\$ per hr/day/other)
 - for _____ (hours/days/other).
- Source of Funds: Fund 13: 13-5310-0-0000-3700-5800-00-000-8200-0000
- K. Payments will be made by the District to the Contractor as follows:
 - 1) Lump sum upon completion of services rendered.
 - 2) Monthly - in accordance with provision of services.
 - 3) Other As Invoiced
 - L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
 - M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this 19 day of May, 2022

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

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

SUBJECT: Contract for Services for Document Tracking Services (DTS)

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Document Tracking Services for the 2022-23 school year.

BACKGROUND:

The district has a need to have a centralized system in place for the ongoing monitoring, data population, submission, dissemination, and storage of large scale district reports and translated documents.

INFORMATION:

Document Tracking Service provides online state reporting templates, working document data population, final reporting submission and final report document storage for large state reports such as the LCAP and SARCs. Document Tracking Services now also provides written translation and online document storage of translated documents.

FISCAL IMPACT:

Estimated cost is not to exceed \$3,170.00.00 for the 22-23 school year. Contract paid for by the Curriculum Budget (01-0000-0-0000-2100-5800-00-009-1580-0730) and has already been budgeted for the 2022-23 school year.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, CA 93950
CONTRACT FOR SERVICES

CONSENT P

This contract is an agreement between the Pacific Grove Unified School District and **Document Tracking Services** for services rendered as specified below.

1. **Scope of Service:**
To provide: Online template, working document data population, and final document storage for state reporting such as LCAP & SARCs. Provide written translation and storage of large scale documents.
2. **Evaluation and/or expected outcome(s)** (continue on attached page if needed):
Ease of preparation, use, submission, dissemination, and storage of district reports and translated documents.
3. **Length of the Contract:**
Service is to be provided on the following date(s): The 2022-23 school year.
4. **Financial Consideration:**

School Funding Source: Curriculum and Instruction
Account Code: 01-0000-0-0000-2100-5800-00-009-1580-0730

Consultant: Document Tracking Services, LCC
Address: 6365 Nancy Ridge Drive San Diego, Ca 92121 Phone: 858-784-0969/858-587-4640

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 _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.
*Independent Consultant must sign and submit a W-9 to District prior to providing service.

CONTRACT FOR SERVICES CRITERIA

CONSENT P

DISTRICT/SITE ADMINISTRATOR – PLEASE CIRCLE CRITERIA THAT APPLY AND SIGN BELOW.

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

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

SUBJECT: Contract for Services for FAST Translation Services for Curriculum

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with FAST Translation Services.

BACKGROUND:

Each year, the district has a need for written and oral translation and interpretation services in Spanish and other languages for curriculum needs such as informational flyers, parent-teacher conferences, and other situational needs that may occur at the district or site levels.

INFORMATION:

Families at all K-12 schools who speak languages other than English have a need to be aware of the goings-on of their child’s school community as well as have a need to be able to understand and communicate at parent-teacher conferences throughout the school year.

FISCAL IMPACT:

The estimated cost is not to exceed \$9000.00 for the 22-23 school year. The contract paid for by the Curriculum Budget (01-0000-0-0000-2100-5800-00-009-1580-0730) has already been budgeted for the 2022-23 school year.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, CA 93950
CONTRACT FOR SERVICES

CONSENT Q

This contract is an agreement between the Pacific Grove Unified School District and F.A.S.T. Services for services rendered as specified below.

1. **Scope of Service:**
To provide: Short written translation and verbal interpretation services for parents and guardians in languages other than English.
2. **Evaluation and/or expected outcome(s)** (continue on attached page if needed):
Parents speaking languages other than English will have a thorough understanding of the school community, parent teacher meetings, etc.
3. **Length of the Contract:**
Service is to be provided on the following date(s): The 2022-23 school year.
4. **Financial Consideration:**
Consultant to be paid at the rate of: \$90.00 per hour for Spanish, \$130.00-\$150.00/hr for other languages with a 2 hour minimum assignment, plus the IRS mileage reimbursement rate if traveling form out of the area. 24 hour cancellation policy for Spanish speaking translation & 48 hour cancellation policy for other languages.

School Funding Source: Curriculum and Instruction
Account Code: 01-0000-0-0000-2100-5800-00-009-1580-0730

Consultant: F.A.S.T. Services
Address 115 Capitol Street Salinas, Ca 93901 Phone: 424-9811

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 _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

CONTRACT FOR SERVICES CRITERIA

CONSENT Q

DISTRICT/SITE ADMINISTRATOR – PLEASE CIRCLE CRITERIA THAT APPLY AND SIGN BELOW.

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

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Federico’s Embroidery for the 2022-2023 School Year

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Federico’s Embroidery to provide embroidery services to place recognition insignia on Graduation stoles.

BACKGROUND:

Federico’s Embroidery provides this service annually.

INFORMATION:

There are approx. 40 stoles. This service has historically been funded through CTEIG monies, but will be funded through site funds going forward.

FISCAL IMPACT:

\$2500 to be funded through Site Funds.

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

CONSULTANT FULL NAME Federico’s Embroidery

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M Garcia, Principal

ACCOUNT CODE 01-0000-0-1110-2700-5800-00-006-7205-0720

FUNDING SOURCE Site Funds

AGREEMENT TOTAL AMOUNT \$2500

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Federico’s Embroidery(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a embroiderer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to:embroidery services for Graduation stoles
2. **Term.** Consultant shall commence providing services under this Agreement on May 19, 2022, and will diligently perform as required and complete performance by June 30, 2023.
3. **Compensation.** District agrees to pay up to \$2500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
- 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
- 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 7.3.1. Material violation of this Agreement by the Consultant; or
- 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
- Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|--|
| Pacific Grove Unified School District | Name <u>Federico’s Embroidery</u> |
| 435 Hillcrest Avenue | Address: <u>542 Abrego Street</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Monterey, CA 93940</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>831-646-0453</u> |
| Assistant Superintendent/CBO | Email: <u>dave@federicosembroidery.org</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
23. **Submission of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

Signed Agreement

- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

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

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

SUBJECT: Contract for Services with Parchment Services

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Parchment Services for Pacific Grove High School.

BACKGROUND:

The high school registrar currently completes approx. 400 transcripts per year. Colleges use these to verify student grades and course completion.

INFORMATION:

Many colleges prefer digital transcripts. Parchment Services offers the ability for students to log on and request transcripts be sent to the institution of their choice. The service gives all current students unlimited transcript requests at no cost. Alumni will be able to utilize the service at a cost of \$4.15 per transcript. Our current agreement expires as of May 23,2022. We will be extending this year’s agreement from May 24-June 30, 2022 and entering into a new 1- year agreement per Amendment #1 for the 2022-2023 school year.

FISCAL IMPACT:

Site Funds 2021-22 \$234 to complete May 24 – June 30, 2022.
 Site Funds 2022-23 \$2250 Budgeted



Amendment #1 Between Pacific Grove High School and Parchment LLC

This Amendment #1 is made as of the date last signed below (“**Effective Date**”), by and between Pacific Grove High School (“**Member**”), located at 615 Sunset Dr. Pacific Grove, CA 93950, and Parchment LLC (“**Parchment**”), located at 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253.

A. Member and Parchment entered into an agreement for the Parchment District Records Services (f/k/a as Parchment Send: K12) 5/24/2019 (collectively, the “**Agreement**”).
 B. Accordingly, Member and Parchment wish to renew Parchment District Records Services and amend the Agreement with the following terms.

1. **Parchment Award District Records Services (f/k/a Parchment Send K12): Renewal Term.** The current renewal term of the Agreement expires on 5/23/2022. Member and Parchment agree to renew the Parchment Award District Records Services provided pursuant to the Agreement for a pro-rated term, commencing on 5/24/2022 through 6/30/2022, and continuing for an additional one (1) year term, commencing on 7/1/2022 and terminating on 6/30/2023 (the “**Renewal Term**”), at which point the parties may agree in writing to further renewal terms.

2. **Parchment Award District Records Services Request Fees.** During the Renewal Term, Member agrees to pay a subscription fee of **\$234** for the initial pro-rated period and an annual subscription fee of **\$2,250** for the subsequent one-year renewal term.

The annual subscription fee covers Electronic and Print fulfillment of unlimited Credential requests for up to 1000 Currently Enrolled Credential Owners, as set forth in the Agreement to Credential Recipients. The annual subscription fees above include electronic delivery of the Credential USPS Domestic delivery.

3. **Payment Terms.** Parchment will invoice Member for the subscription fee annually in advance and all invoiced amounts are due within thirty (30) days of receipt of invoice.

4. All other terms, conditions, and fees in the Agreement shall remain unchanged and in full force and effect. In the event of a conflict between the Agreement and this Amendment #1, the terms of this Amendment #1 shall govern to the extent of the conflict. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Agreement. This Amendment #1 may be executed in digital counterparts.

| | |
|-----------------------------|----------------------------------|
| Parchment LLC | Pacific Grove High School |
| Name: Richard Smith | Name: Song Chin-Bendib |
| Signature: | Signature: |
| Title: Vice President & CFO | Title: Assistant Superintendent |
| Date: | Date: |



ORDER FORM – K12

| | |
|---|----------------------------------|
| Member: Pacific Grove High School | |
| Effective Date (if left blank, effective date is date signed by Member below): | Initial Order Term: 36 months |
| Member Contact Name: Song Chin-Bendib, Assistant Superintendent of Business Services Member Address: 615 Sunset Dr., Pacific Grove, California 93950 Primary Contact Phone: 831-646-6509 Primary Contact Email: schinbendib@pgusd.org <input type="checkbox"/> P.O. Required P.O. Number: | |
| <u>PARCHMENT SERVICES:</u> <input checked="" type="checkbox"/> Parchment Send: K12 – Multi-Credential | |

Member hereby orders and subscribes to the Parchment Services selected on this Order Form, which is governed by and incorporates by reference, the Services Description and Fees Schedule attached hereto as Exhibit A, the Parchment Terms and Conditions attached hereto as Exhibit B, and the Service Level Agreement, attached hereto as Exhibit C (collectively, the “Agreement”), effective as of the Effective Date above. Capitalized terms used on this Order Form but not defined herein will have the meaning given to them in the Terms and Conditions.

The Term of this Agreement will commence on the Effective Date and continue for the period of time set forth as the Initial Order Term above, at which point it will automatically renew for successive one (1) year terms unless either Party provides notice of its intent not to renew at least thirty (30) days prior to the end of the then-current term.

| | |
|---|--|
| | PACIFIC GROVE HIGH SCHOOL |
| Name: Robert J. Colletti, President & CFO Signature: Date: May 23, 2019 | Name: <u>Matthew J. Bell</u> Signature: Title: <u>Principal</u> Date: <u>05-24-2019</u> |

When completed, please email a copy to contracts@parchment.com and mail original to: Parchment Inc. 7001 N. Scottsdale Road, Suite 1050, Scottsdale, AZ 85253



**EXHIBIT A
PARCHMENT SEND – K12 – MULTI-CREDENTIAL
SERVICES DESCRIPTION AND FEE SCHEDULE**

Parchment and Member agree that the Parchment Services shall be provided in accordance with the following fees and provisions. Capitalized terms not otherwise defined herein shall have the meaning set forth in the Terms and Conditions.

1. **FEES.** The fees for the Parchment Services shall be paid to Parchment as selected below:

MEMBER SUBSCRIPTION: Member shall pay an annual subscription fee of **\$2,000** which covers the request of unlimited Credentials for up to 1,000 currently enrolled Credential Owners and/or Alumni (as defined below and by checking the appropriate option below) to Credential Recipients during the first year of the Initial Order Term. Electronic delivery of the Credential (and any Supplemental Documents requested) is included at no charge with each Credential request.

Currently Enrolled Credential Owners Only

Currently Enrolled Credential Owners & Alumni Credential Owners

PRINT SUBSCRIPTION: The Member Subscription above includes the U.S. domestic paper delivery of Credentials only for the Credential Owners indicated above to Credential Recipients.

LEARNER PAY (Per Transaction): Credential Owners or that are not currently enrolled with Member (referred to as "Alumni") or other third-party Credential Requestors will be billed a Credential Request fee of **\$3.95** per Credential-type other than Verifications, and **\$12.00** per enrollment verification or graduation verification Credential-types. Member may also elect that currently enrolled Credential Owners will be billed a Credential Request fee of **\$3.95** per Credential (all types) by selecting the appropriate option below. Electronic delivery of the Credential is included at no charge with each Credential request.

Currently Enrolled Credential Owners

Alumni Credential Owners

Third-Party Credential Requestors

DISTRICT RECORDS MANAGEMENT (District Level - Per Transaction): Credential Owners or that are not currently enrolled at a District participating Institution (referred to as "Alumni") or other third-party Credential Requestors will be billed a Credential Request fee of **\$3.95** per Credential-type other than Verifications, and **\$12.00** per enrollment verification or graduation verification Credential-types. Electronic delivery of the Credential is included at no charge with each Credential request.

Currently Enrolled Credential Owners

Alumni Credential Owners

Third-Party Credential Requestors

Please check the box for each credential type(s) that the District would like to be configured for district records management ordering and fulfillment during the initial implementation. (Additional supported credential types can be added at a future date if desired).

Transcripts

Replacement Diplomas

Enrollment Verification Certificates

Academic Certificates

Immunization Records

Graduation Verification Certificates

Birth Certificates

Special Education Records



IMPLEMENTATION DATES

| | | | |
|-----------------------------|-------|-----------------------------|-------|
| Begin Account Configuration | _____ | Upload Parchment Link | _____ |
| District Attend Training | _____ | High School Attend Training | _____ |

HIGH SCHOOL DATA

High School Information

| | | | |
|---------|----------------------------------|-------------------|---------------|
| Name | <u>Pacific Grove High School</u> | CEEB Code | <u>052310</u> |
| Website | <u>pghigh.pgusd.org</u> | Enrollment (9-12) | <u>603</u> |

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

| | | | |
|-------|--------------------------|-------|--------------------------|
| Name | <u>Johanna Biondi</u> | Title | <u>Registrar</u> |
| Email | <u>jbiondi@pgusd.org</u> | Phone | <u>831-646-6590 x201</u> |

Primary Sender

Primary contact for approving and processing credential requests.

| | | | |
|-------|-------------|-------|-------|
| Name | <u>Same</u> | Title | _____ |
| Email | _____ | Phone | _____ |

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

| | | | |
|-------|-------------------------|-------|--------------------------|
| Name | <u>Kristin Paris</u> | Title | <u>Counselor</u> |
| Email | <u>kparis@pgusd.org</u> | Phone | <u>831-646-6590 x279</u> |

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

HIGH SCHOOL DATA

High School Information

| | | | |
|---------|---------------------------|-------------------|---------------|
| Name | <u>Pacific Grove H.S.</u> | CEEB Code | <u>052310</u> |
| Website | <u>pghigh.pgusd.org</u> | Enrollment (9-12) | <u>603</u> |

Primary Contact

Responsible for initial Parchment communication and ongoing outreach at the high school level.

| | | | |
|-------|--------------------------|-------|--------------------------|
| Name | <u>Johanna Biondi</u> | Title | <u>Registrar</u> |
| Email | <u>jbiondi@pgusd.org</u> | Phone | <u>831-646-6590 x201</u> |

Primary Sender

Primary contact for approving and processing credential requests.

| | | | |
|------|-----------------------|-------|------------------|
| Name | <u>Johanna Biondi</u> | Title | <u>Registrar</u> |
|------|-----------------------|-------|------------------|



Email jbiondi@pgusd.org Phone 831-646-6590 x201

Backup Sender

Backup contact for approving and processing credential requests when the Primary Sender is unavailable / out of office.

Name Debby Farmer Title Guidance Secru.
Email dfarmer@pgusd.org Phone 831-646-6590 x277

There is not a limit to the number of contacts. Additional Parchment Users may be added by the Primary Sender after initial training. The High School is responsible for adding and deleting Users as necessary.

Additional Copies of this sheet may be included to ensure Parchment receives all High School(s) Contact Information



PARCHMENT NEW CLIENT DATA SHEET

Please complete the sections as thoroughly as possible. This form is required to assist us in accurately configuring your account on the Parchment Member Network and ensuring we support your specific implementation process.

Primary Contact

Parchment's primary contact at the district / high school responsible for the Parchment Implementation and assisting us in communication and clarification throughout the implementation process.

Name Matthew Binder Title Dir. of Ed. Tech.
 Email mbinder@pgusd.org Phone 831-646-6618

Roster & Transcript Upload

Responsible for working with Parchment's Project Manager to Upload Student Roster(s) and Batch Upload Transcripts to support expediting the fulfillment process.

Name Johanna Biondi Title Registrar
 Email jbiondi@pgusd.org Phone 831-646-6590 x 201

Website Communication: Adding Parchment Link

Responsible for adding the necessary HTML links, communication and Parchment ordering button to your website that will go to your customized Parchment ordering page.

Name Alex Morrison Title Librarian
 Email amorrison@pgusd.org Phone 831-646-6590 x 240

Alumni Credentials Processing: District Contact

District Credentials contact responsible for processing Alumni Credentials Requests within Parchment.

Name Denise Engles Title Asst. to Asst. Superintendent
 Email dengles@pgusd.org Phone 831-646-6517

- District Process Alumni Requests earlier than the class of _____
- High School Process Alumni Requests for current students and alumni after the class of _____
- No Alumni Requests will be processed through Parchment

CONFIGURATION DETAILS

STUDENT INFORMATION SYSTEM

Name Illuminate Version web based

OPERATING SYSTEM

Name Windows 10 Version web based



All payments under this Order Form are due within thirty (30) days of the date of the invoice sent by Parchment. Invoices are sent upon the execution of this Agreement, or as otherwise shown in this Order Form.

All fees are **non-refundable**.

Participating Institutions. Member's subscription covers requests of currently enrolled Credential Owners at the participating institutions in its district. Each participating institution shall complete Parchment's client data sheet prior to implementation and use of the Parchment Services.

2. **SURCHARGE.** Member can add a surcharge to each transcript as a method of cost recovery for some or all of Member's fees, or an auxiliary revenue source. Surcharge amounts are decided by Member and may be adjusted by them using the Parchment Send administrator interface. Parchment shall retain 20% of these surcharges actually collected by Parchment and remit to Member on a quarterly basis, no later than 15 days following the end of each calendar quarter provided that the amount due is more than \$500. If below \$500, the balance will be carried to the next quarter and paid when the amount exceeds the minimum.
3. **PRINT SERVICES.** Parchment is an electronic credential delivery system. However, Credential Owners may elect to print and mail their Credentials at the time of request, subject to additional fees. The current print and mail additional fees are listed below.

\$2.75 for U.S. domestic paper delivery (including first class postage)

\$5.25 for international paper delivery (including first class postage)

4. **DESCRIPTION OF PARCHMENT SEND: K12 Multi-Credential and District Records Management.** The Parchment Services ordered and described herein shall enable Credential Owners to order and request delivery of Credentials from the Credential holding institution to Credential Recipients (referred to as "Parchment Send"). Parchment Send also provides a number of additional features and functions, including Credential retrieval and the delivery of Analytics. Subject to Member's compliance with this Agreement, Parchment will use commercially reasonable efforts to electronically deliver and/or to print and manually send Credentials to Credential Recipients. Member hereby designates Parchment as the Member's authorized provider in sending official copies of Credentials, on paper or electronically, to Credential Recipients, and agrees to provide such documents and certificates as Parchment reasonably requests, to confirm such authority to prospective Credential Recipients. The Parchment Services provides Member with several processing options, while providing a secure and intuitive online workflow for current students/alumni to request their credentials to be sent to any recipient worldwide. The Parchment Services provide full tracking, notifications, and reporting to both the Member's administrators and current students/alumni.

The Parchment Services shall be provided with the following features/functionality:

- 4.1 Fulfillment of receiver-initiated requests through the Document Request interface
- 4.2 eCommerce features to define surcharges to be collected on behalf of the Member, including:
 - Support for different surcharges for current Students or Alumni
 - Support for administrative control of transactions subject to a surcharge (i.e. all transactions or transactions after the first 'X' transactions)
- 4.3 Enhanced Credential upload options
- 4.4 Full transactional reporting
- 4.5 Administrative panel to manage the Member's account including:
 - Grading Periods
 - Approval Settings
 - 'To Do List' Queues Settings
- 4.6 Student Rosters & Registration Codes
 - As part of the implementation process, Members upload a Student Roster for the full student body (grades 9-12)
 - Parchment auto-generates a unique PIN for each student
 - Students (and parents) can use the PIN to register at a Parchment Site
- 4.7 Common App integration with the Common App online school forms to deliver transcripts electronically to Common App member colleges
- 4.8 If selected on the Member's Order Form, District Records Management utilizes the Parchment District processing workflow for all orderable documents centrally processed for Alumni and third-party Credential Requestors (third-party ordering).



EXHIBIT B
TERMS & CONDITIONS

Parchment Inc. and Member hereby agree to be bound by these Terms and Conditions as of the Effective Date, as attached and incorporated into the Order Form for the Parchment Services. The communications between Member set forth on the applicable Order Form, and Parchment Inc. ("**Parchment**") relating to the Parchment Services may include electronic means. Each of Member and Parchment may be referred to as a "**Party**" and collectively as the "**Parties**".

1 DEFINITIONS.

- 1.1 "Agreement"** has the meaning set forth on the Order Form.
- 1.2 "Authorized User"** means any Member employee or contractor or such other individual as may be authorized by virtue of such individual's relationship to, or permissions from, Member, to access the Parchment Services pursuant to Member's rights under this Agreement. Credential Owners will not be considered Authorized Users except as otherwise set forth herein.
- 1.3 "Confidential Information"** means any non-public material or information relating to a Party which it discloses or makes available to the other Party under this Agreement, including, by way of example, research, strategies, inventions, processes, formulas, technologies, designs, drawings, finances, or other non-public information or trade secrets that such disclosing Party treats as proprietary or confidential. Without limiting the foregoing, the Services, the Analytics, Transactional Data, De-Identified Data, and any databases of Parchment (including any data models and data contained therein that is not Member-specific) are Confidential Information of Parchment.
- 1.4 "Credential"** means a licensed transcript, academic certificate, enrollment verification certificate, graduation verification certificate, immunization records, birth certificate, special education records, or diploma of a Credential Owner.
- 1.5 "Credential Issuer"** means the institution that issues, certifies, Awards, and/or maintains the Credential of a Credential Owner.
- 1.6 "Credential Owner"** means an individual who has registered for the Parchment Services and uses the Parchment Site for the management of his or her Credential. Credential Owners may be provided access to the Parchment Services by their Credential Issuer.
- 1.7 "Credential Recipient"** means an institution or an individual that receives (or is awarded) a Credential through the Parchment Services (for example, a college or employer or Credential Owner).
- 1.8 "Credential Requestor"** means an authorized third party individual or institution that uses the Parchment Services to request electronic delivery and fulfillment of a Credential.
- 1.9 "De-Identified Data"** means data for which the personally identifying information (e.g. name, email address, postal address) has been removed, and may include aggregated data, or statistics.
- 1.10 "Documentation"** means Parchment's standard user manuals and/or related documentation generally made available to members of the Parchment Services purchased.
- 1.11 "Effective Date"** has the meaning set forth on the Order Form.
- 1.12 "Intellectual Property Rights"** means any and all now known or hereafter existing (a) rights associated with works of authorship, including copyrights, mask work rights, and moral rights; (b) trademark or service mark rights and trade dress; (c) trade secret rights; (d) patents, patent rights, and industrial property rights; (e) layout design rights, design rights, and other proprietary rights of every kind and nature other than trademarks, service marks, trade dress, and similar rights; and (f) all registrations, applications, renewals, extensions, or reissues of the foregoing, in each case in any jurisdiction throughout the world.
- 1.13 "Member Data"** means the data, information and content provided by Member and/or Authorized Users through the Parchment Services, including Credentials, but excluding De-Identified Data and Transactional Data.
- 1.14 "Order Form"** means Parchment's standard Parchment Services order form, executed by both Parties, which incorporates by reference the Services Description and Fees Schedule (attached to the Order Form as Exhibit A), these Terms and Conditions (attached to the Order Form as Exhibit B), and the Service Level Agreement (attached to the Order Form as Exhibit C).
- 1.15 "Parchment Services"** means Parchment's digital credential services, as identified in a mutually executed Order Form or amendment to this Agreement, which enable Credential Owners and/or Authorized Users to access certain features and functions of Parchment's credential exchange and analytics platform as selected on the Order Form and described on Exhibit A to such Order Form. References to any Parchment Services include the Documentation.
- 1.16 "Parchment Site"** means any of the websites located at <http://parchment.com> and any other URLs owned or operated by Parchment and designated by Parchment for use by Credential Owners as part of the Parchment Services.
- 1.17 "Professional Services"** means any implementation, set-up, integration, training, custom development or other professional services provided to Member by Parchment.
- 1.18 "Request"** (whether or not such term is capitalized) means to digitally request the issuance and transmission of one Credential electronically to one Credential Recipient.
- 1.19 "Services"** means the Parchment Services combined with the Professional Services.
- 1.20 "Supplemental Document"** means a school report, school profile, letter of recommendation, counselor recommendation, teacher evaluation, or unofficial test score. Supplemental Documents may be included with a Credential request at no additional charge.

1.21 "Terms and Conditions" means all the provisions, terms and conditions set forth in these Terms and Conditions and incorporated into each Order Form.

1.22 "Term" shall have the meaning set forth in [Section 11.1](#).

1.23 "Transactional Data" means any non-personally identifiable data or information generated from Authorized Users' or Credential Owners' use of the Parchment Services, which may include, without limitation, the number of Credential Owners applying or requesting their Credentials be sent to a particular Credential Recipient, information provided to Parchment during registration, such as login details and test scores, and order history.

2 PARCHMENT SERVICES; ORDERS AND USE.

2.1 Orders and Provision of Access. Subject to this Agreement, Parchment grants to Member a non-exclusive, non-transferable right to permit Authorized Users to access the features and functions of the applicable Parchment Services ordered pursuant to an Order Form, subject to any restrictions set forth therein. As soon as reasonably practicable after the Effective Date, Parchment will provide to Member the necessary access protocols to allow Member and its Authorized Users to access the Parchment Services.

2.2 Multiple Institutions. Subject to payment of applicable fees and as indicated on the Order Form, Member can make the Parchment Services available to any of its participating institutions, divisions, or locations, if applicable. Each such participating institution may be referred to herein as an **"Institution"** and any reference to Member will include such institutions, divisions, or locations and Member will be responsible for the acts and omissions of its Institutions and any act or omission by an Institution which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

2.3 Usage Restrictions.

2.3.1 Member and its Authorized Users will not: (a) decompile, disassemble, reverse engineer or otherwise attempt to obtain or perceive the source code from which any component of the Parchment Services are compiled or interpreted, and Member acknowledges that nothing in this Agreement will be construed to grant Member any right to obtain or use such code; (b) create any derivative product from any of the Parchment Services; or (c) allow third parties other than Authorized Users to gain access to the Parchment Services, with the understanding that Member will not be in breach of the foregoing restriction by using the Parchment Services to authorize, enable and permit Credential Owners who attend one of its Institution(s) to access the Parchment Services.

2.3.2 Member will use the Parchment Services only as contemplated by this Agreement and will not, nor will Member authorize any Authorized User, Credential Owner or other third party to, use the Parchment Services to: (a) send any form of duplicative and unsolicited messages; (b) harvest, collect, gather or assemble information or data regarding other users without their consent; (c) transmit through or post on the Parchment Services any unlawful, immoral, libelous, tortuous, infringing, defamatory, threatening, vulgar, or obscene material or material harmful to minors; (d) transmit material containing software viruses or other harmful or deleterious computer code, files, scripts, agents, or programs; (e) interfere with or disrupt the integrity or performance of the Parchment Services or the data contained therein; or (f) attempt to gain unauthorized access to the

Parchment Services, computer systems or networks related to the Parchment Services.

2.4 Conditions on Use by Authorized Users and Credential Owners. Parchment may condition Credential Owners' or Authorized Users' (if using the Parchment Services on their own behalf and not on behalf of the Member) use of the Parchment Services, including the Parchment Site, on their acceptance of and compliance with the Parchment's then-current terms of service, including the payment of any applicable fees. Any Credential Owner affiliated with the Member or an Institution may access the Parchment Site, subject to this [Section 2.4](#).

2.5 Exclusivity. Parchment will be Member's preferred and primary method to electronically deliver and/or Award Credentials to Credential Owners or Credential Recipients, as applicable.

2.6 Fee Waivers. Parchment may provide fee-waivers that can be used in place of other payment methods in order to assist students who have demonstrated that payment of the fees for the Parchment Services might represent an economic barrier to college entrance. Up to a maximum of four fee waivers may be allocated by the Member to any qualifying Credential Owner who has met the requirements for, and received a fee waiver from The College Board or ACT.

3 MEMBER RIGHTS AND OBLIGATIONS.

3.1 Authorized User Access to Service; Usernames.

Member may permit Authorized Users to access and use the features and functions of the Parchment Services in accordance with this Agreement. Member will: (a) provide to Parchment information and other assistance as necessary to enable Parchment to establish usernames to be used by Authorized Users; (b) be responsible for maintaining the confidentiality of all Authorized Users' usernames and passwords; (c) be solely responsible for all activities that occur under these usernames; (d) not to allow a third party to use its account, usernames or passwords at any time; and (e) notify Parchment promptly of any actual or suspected security breach. Parchment reserves the right to terminate any username and password that Parchment reasonably determines may be suspect. As between Member and Parchment, Member will be responsible for all acts and omissions of Authorized Users, and any act or omission by such Authorized Users which, if undertaken by Member, would constitute a breach of this Agreement, will be deemed a breach of this Agreement by Member.

3.2 Member Obligations. Member is solely responsible for (a) the accuracy of any Member-provided means of authenticating Credential Owners using the Parchment Services; (b) the options it selects as part of the Parchment Services; (c) completeness, accuracy, and timely delivery of all Credentials to Parchment; (d) compliance with the Member's regulations related to the transmission, issuance, and Award of Credentials, including the accuracy, completeness, of the Credentials; (e) operation of Member's computer and communication systems; and (f) results of Member's use of the Parchment Services. Additionally, Member will (i) inform Credential Owners and Authorized Users about the use and benefits of the Parchment Services, (ii) schedule appropriate staff training on how to use the Parchment Services, (iii) place Parchment name and logo and provided descriptive text and hyperlink promoting the Parchment Services on Member's website; (iv) provide any required or requested data (e.g., roster of Credential Owners,

bulk uploads, course catalog data) necessary for the full functioning of the Parchment Services; (v) monitor and promptly respond to any requests for Credentials; and (vi) periodically update Credentials for use in the Parchment Services.

3.3 Requirement to Provide Member Data to Parchment.

Certain Member Data may be required for the proper operation of the Parchment Services. Member will make available in a timely manner at no charge to Parchment all Member Data required by Parchment for the performance of its obligations under this Agreement. Member will be responsible for and assumes the risk, responsibility and expense of: (a) any problems resulting from, the accuracy, quality, integrity, legality, reliability, and appropriateness of all such Member Data; and (b) acquiring, installing and maintaining all connectivity equipment, hardware, software and other equipment as may be necessary for it and its Authorized Users to connect to, access, and use the Parchment Services. Member acknowledges and agrees that it is the legal custodian of the Credentials and that Parchment will send or Award the Credential as provided to Parchment by Member. Accordingly, Parchment is not responsible for any inaccuracies in the Member Data or Credential provided to Parchment.

3.4 Legal and Regulatory Compliance. Member agrees to comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations in its acts and omissions relating to this Agreement, including without limitation the Family Education Rights and Privacy Act and the Protection of Pupil Rights Act.

4 PARCHMENT RIGHTS AND OBLIGATIONS.

4.1 Technical Assistance. Parchment provides certain limited support services as part of the Parchment Services. Member can designate up to two (2) Authorized Users to receive technical assistance from Parchment ("**Eligible Support Recipients**"). Such designees may be changed at any time by written notice to Parchment. Parchment will also use reasonable efforts to provide support to Credential Owners in accordance with Parchment's then-current support policies. Except as set forth above, Member will be solely responsible for the support of all Authorized User and Credential Owners accessing the Parchment Services. Subject to this Agreement including the payment of the applicable fees, Parchment will provide technical assistance to Member during Parchment's ordinary and customary business hours in accordance with its standard policies and procedures, with the understanding that such policies do not provide for any on-site support. To the extent the Parties agree that Parchment will provide on-site technical assistance, Member will be obligated to pay a fee to Parchment, in an amount determined by Parchment's then-standard hourly rates for such support, and Member will further reimburse Parchment for expenses related to travel and/or living expenses incurred by Parchment personnel in the provision of such on-site support.

4.2 Training. Parchment may, in its sole discretion, offer access to web-based classes and self-directed online training modules on the use of the Parchment Services. Member may request for Parchment to provide training services related to Member's use of the Parchment Services. Until the Member has ordered training services pursuant to a statement of work or separate agreement, Parchment will have no obligation to provide training services to Member other than as indicated above.

4.3 Communication with Users. As part of the provision of the Parchment Services under this Agreement, Member agrees that Parchment may communicate with Authorized Users and Credential Owners from time-to-time as may be necessary for the provision of the Parchment Services, in Parchment's reasonable discretion. Upon a Credential Owner registering on the Parchment Site, Parchment may communicate with such Credential Owner to the extent permitted under such relationship.

4.4 Continuous Development. The Parties acknowledge and agree that Parchment may continually develop, deliver and provide to Member ongoing innovation to the Parchment Services in the form of new features, functionality, capabilities and services. Accordingly, Parchment reserves the right to modify the Parchment Services from time to time. Some modifications will be provided to Member at no additional charge. In the event that Parchment adds additional functionality to the Parchment Services, Parchment may condition the implementation of such modifications on Member's payment of additional fees, and Member will not be entitled to such new functionality unless Member pays such fees, provided that Member may continue to use the version of the Parchment Services that Parchment makes generally available (without such features) without paying additional fees. If any modification materially and adversely affects the functionality of the Parchment Services, Member may provide written notice to Parchment within thirty (30) days of such change and, if Parchment is unable to provide substantially the same functionality to Member in the Parchment Services within thirty (30) days of Parchment receiving such notice, Member may terminate the applicable Order Form as its sole and exclusive remedy for such modification.

4.5 Parchment Obligations; Legal and Regulatory Compliance. Parchment will: (a) provide the Services in material accordance with the Order Form, Documentation and Exhibit A; (b) implement and maintain backup, security and business continuity measures, in accordance with industry practices, in order to maintain the security and integrity of the Parchment Services and Member Data; provided, however, that Parchment will have no obligation to backup or maintain the security of Credentials and other data and materials that are within the control of Member or any other Authorized User or Credential Owner; and (c) comply with all applicable federal, state, county, and municipal, statutes, laws, ordinances, and regulations relating to this Agreement, as amended from time to time, including the Family Educational Rights and Privacy Act and the Protection of Pupil Rights Act.

5 PROPRIETARY RIGHTS.

5.1 Member Data. As between Parchment and Member, Member owns all right, title, and interest in and to the underlying Member Data. Subject to the terms of this Section 5, Parchment agrees to hold confidential (in accordance with state laws, federal laws and specifically as provided for under FERPA) all Member Data it receives, and will not read the contents of any such Credentials in the Parchment Services, except as necessary to process the transaction through the Parchment Services or store the data as part of Services or in the ordinary course of its business. The parties agree and understand that Parchment does not verify any Member Data or the contents of any Credentials as complete or accurate, nor does it provide verification of status or any other item. The parties further agree and understand that Parchment shall not modify the Member Data or

Credentials provided to it for purposes of processing transactions through the Parchment Services, unless otherwise specified and agreed upon by Member and Parchment. The Parchment Services are limited to the description provided herein and in related Documentation. Notwithstanding the above, once Credentials are lawfully transmitted to a third party, the third party's, and those acting on behalf of the third party's, use of those Credentials is not governed by this Agreement.

5.2 Transactional Data. Parchment may utilize data capture, syndication, and analysis tools, and other similar tools, to extract, compile, synthesize, and analyze Transactional Data. Transactional Data relies solely on data regarding the transaction of registering or transmitting the Credential through the Parchment Services, and does not include any data from the Credential itself. To the extent that any Transactional Data is generated through the Parchment Services and collected by Parchment, such Transactional Data will be solely owned by Parchment and may be used by Parchment for any lawful purpose, provided that the Transactional Data is used only in de-identified form and in a manner that does not permit the identification of any Credential Owner. Parchment agrees to comply with applicable privacy and other laws and regulations respecting the dissemination and use of such Transactional Data.

5.3 De-Identified Data. Parchment may create De-Identified Data from Member Data. Parchment may create De-Identified Data from any data it collects or receives in connection with the Parchment Services. Parchment may use and disclose such De-Identified Data for any lawful purpose, provided that it is used in such a manner that does not permit the identification of any Credential Owner.

5.4 Intellectual Property Rights in Parchment Services. Member acknowledges that Parchment and its licensors own all Intellectual Property Rights in and to the Services (including all components thereof) and all work product, developments, inventions, technology or materials provided under this Agreement. Parchment reserves all rights not expressly granted to Member in this Agreement. Member will not engage in any act or omission that would impair Parchment's and/or its licensors' Intellectual Property Rights in the Services, and any other materials, information, processes or subject matter proprietary to Parchment. Member further acknowledges that Parchment retains the right to use the foregoing for any purpose in Parchment's sole discretion.

5.5 Feedback. From time to time, Member and its Authorized Users may provide suggestions, enhancement requests, recommendations or other feedback relating to the operation or functionality of the Services ("**Feedback**"). Member will have no obligation to provide Feedback. Member hereby grants Parchment, and Parchment will have, a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use, disclose, reproduce, license or otherwise distribute and exploit any Feedback as it sees fit, entirely without obligation or restriction of any kind on account of intellectual property rights or otherwise.

5.6 Analytics. As part of certain Parchment Services, Parchment may provide Member with access to certain analytics and benchmarking data, which may include Transactional Data or De-Identified Data, each as defined above, and derivative works thereof, and other standard and/or customized reports prepared by Parchment for Member (all such reports, analytics, data, content and information, to be referred to as the "**Analytics**"). As between

Member and Parchment, Parchment retains all right, title and interest in and to the Analytics, including all Intellectual Property Rights therein, except for any underlying Member Data therein. To the extent Parchment provides Member with access to any Analytics, Parchment grants Member a limited, non-exclusive, non-transferable license, subject to this Agreement, to use and reproduce the Analytics solely for Member's internal business use and for no other purpose. Member acknowledges that the Analytics are the Confidential Information of Parchment (and thus subject to the obligations in Section 7) and contain valuable trade secrets and other intellectual property of Parchment and its licensors. Member agrees that it will not, and will not permit any third party to: (a) reproduce (except as expressly permitted herein), modify, translate, or create any derivative work of all or any portion of the Analytics; (b) sell, rent, lease, distribute, sublicense, disclose, assign, transfer, or otherwise make available to any third party all or any portion of the Analytics; (c) make the Analytics available for access by anyone over a network or use the Analytics on a service bureau or time sharing basis; or (d) use the Analytics in any way to create products or services similar to or competitive with the Parchment Services. The foregoing restrictions in this Section 5.6 will not limit how Member can use the Member Data to the extent it is not included in the Analytics.

6 FEES AND PAYMENTS.

6.1 Fees Payable. All fees are listed and payable in United States dollars. Parchment will submit invoices to Member for fees in accordance with the relevant payment schedules indicated on the applicable Order Form, if any, and, if applicable, each invoiced amount will be due and payable by Member within thirty (30) days of receipt of the relevant invoice. Unless otherwise expressly specified in Exhibit A to this Agreement, after the first twelve (12) months of the Agreement, Parchment, in its sole discretion, may increase the fees payable for Services under this Agreement annually. Parchment will provide at least sixty (60) days advance notice of such fees increase, which will be effective as of the date in such notice.

6.2 Disputed Charges. Member must notify Parchment in writing of any dispute or disagreement with invoiced charges within thirty (30) days after the date of invoice. Absent such notice, Member will be deemed to have agreed to the charges as invoiced after the expiration of such time period.

6.3 Late Payments; Interest. Parchment reserves the right to charge, and Member agrees to pay, a late charge equal to one and one-half percent (1½%) per month or the maximum rate permitted by applicable law, whichever is less, on any amount that is not the subject of a good faith dispute that is unpaid on the due date, and on any other outstanding balance.

6.4 Taxes. Member understands that all amounts payable under this Agreement exclude all applicable sales, use, excise, gross receipts, other taxes fees, duties and charges and all applicable export and import fees, customs duties and similar charges (other than taxes based on Parchment's income) (collectively "**Taxes**"). Member agrees to be responsible for and to remit payment of all such Taxes arising from the payment of any fees hereunder. In the event that any state assesses liability for such Taxes to Parchment, Member agrees that, upon Parchment's request, it will provide Parchment with documentary proof that such Taxes have been paid or it will provide a tax exemption certificate. Any such Taxes imposed on any payments

hereunder to Parchment will be Member's sole responsibility and if Member fails to make such tax payments, Member agrees to pay all Taxes assessed to Parchment, along with applicable interest and penalties, within ten (10) days of demand therefor to Parchment.

7 CONFIDENTIALITY. During this Agreement, each Party will have access to certain Confidential Information of the other Party. Each Party agrees: (a) not to disclose the Confidential Information of the other Party to anyone except its employees, contractors and advisors ("Representatives") on a strict need to know basis and subject to a written duty of confidence, (b) to use the Confidential Information strictly for the performance or receipt of this Agreement and (c) to use commercially reasonable efforts to protect the confidentiality of the other Party's Confidential Information. This Section will not apply to Confidential Information that (i) is or becomes publicly available through no fault of the recipient, (ii) is already in the recipient's possession at the time of its disclosure without any duty of confidence, or (iii) is independently developed by the recipient without reference to or use of the disclosing party's Confidential Information and by personnel without access to such Confidential Information. Each Party may disclose Confidential Information to the extent required: (1) by securities laws, (2) to comply with a court or governmental order, or to comply with applicable law or (3) to establish or preserve a Party's rights under this Agreement. Each Party will be responsible for the acts and omissions of its Representatives related to any breach of this Section.

8 WARRANTIES.

8.1 Mutual Representations and Warranties. Each Party represents and warrants to the other Party that the execution and performance of this Agreement does not and will not violate any other contract, obligation, or instrument to which it is a party, or which is binding upon it, including terms relating to covenants not to compete and confidentiality obligations.

8.2 Parchment Warranties. Parchment represents and warrants that it will provide the Services in a professional and workmanlike manner substantially consistent with general industry standards.

8.3 FERPA Warranty. Parchment will comply with the regulations of FERPA which are applicable to Parchment. NOTWITHSTANDING ANYTHING ELSE SET FORTH HEREIN, PARCHMENT WILL NOT BE RESPONSIBLE FOR VIOLATIONS OF FERPA RELATED TO MEMBER'S PROCESSES NOT RELATED TO THE SERVICES.

8.4 Member Warranties. Member hereby represents and warrants that it owns or otherwise has sufficient rights and all necessary consents to grant Parchment access to and use and display of the Member Data in accordance with this Agreement, and that its collection and provision of such Member Data complies with all applicable laws and does not violate any person's right of privacy or publicity.

8.5 No Other Warranties. EXCEPT AS EXPRESSLY WARRANTED IN THIS AGREEMENT, THE PARCHMENT SERVICES, PARCHMENT SITE, AND ANY OTHER MATERIALS, DATA AND/OR SERVICES PROVIDED BY PARCHMENT ARE PROVIDED "AS IS" AND "WITH ALL FAULTS," AND PARCHMENT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, NON-INTERFERENCE, VALUE OR

ACCURACY OF DATA, AS WELL AS ANY WARRANTIES OF MERCHANTABILITY, SYSTEM INTEGRATION, FITNESS FOR A PARTICULAR PURPOSE, OR THE ABSENCE OF ANY DEFECTS THEREIN, WHETHER LATENT OR PATENT. NO WARRANTY IS MADE BY PARCHMENT ON THE BASIS OF TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. PARCHMENT DOES NOT WARRANT THAT THE PARCHMENT SERVICES OR ANY OTHER INFORMATION, MATERIALS, TECHNOLOGY OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL MEET MEMBER'S REQUIREMENTS OR THAT THE OPERATION THEREOF WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED. MEMBER ACKNOWLEDGES THAT PARCHMENT'S OBLIGATIONS UNDER THIS AGREEMENT ARE FOR THE BENEFIT OF MEMBER ONLY.

8.6 Delays. PARCHMENT'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. PARCHMENT IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

9 LIMITATION OF LIABILITY.

9.1 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING LOST PROFITS, COSTS OF DELAY, ANY FAILURE OF DELIVERY, BUSINESS INTERRUPTION, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION UPON DAMAGES AND CLAIMS IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE. TO THE MAXIMUM EXTENT PERMITTED BY LAW AND EXCEPT FOR PARCHMENT'S INDEMNIFICATION OBLIGATIONS, THE CUMULATIVE LIABILITY OF PARCHMENT TO MEMBER FOR ALL CLAIMS ARISING FROM OR RELATING TO THIS AGREEMENT, INCLUDING ANY CAUSE OF ACTION SOUNDING IN CONTRACT, TORT, OR STRICT LIABILITY, WILL NOT EXCEED THE TOTAL AMOUNT OF ALL FEES PAID TO PARCHMENT BY MEMBER IN THE TWELVE (12) MONTHS PRECEDING THE DATE ON WHICH THE APPLICABLE CLAIM AROSE. THIS LIMITATION OF LIABILITY IS INTENDED TO APPLY WITHOUT REGARD TO WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

9.2 Essential Basis. The disclaimers, exclusions and limitations of liability set forth in this Agreement form an essential basis of the bargain between the Parties, and, absent any of such disclaimers, exclusions or limitations of liability, the provisions of this Agreement, including the economic terms, would be substantially different.

10 Indemnification Obligations of Parchment. Parchment will defend at its expense any suit brought against Member by a third party, and will pay any settlement

Parchment makes or approves, or any damages finally awarded in such suit, insofar as such suit is based on a claim by any third party alleging: (a) that the Parchment Services misappropriate any Intellectual Property Rights of a third party; (b) Parchment's breach of Section 8.3; or (c) Parchment's gross negligence or willful misconduct in handling the Credentials. If any portion of the Parchment Services becomes, or in Parchment's opinion is likely to become, the subject of a claim of infringement, Parchment may, at Parchment's option: (i) procure for Member the right to continue using the Parchment Services; (ii) replace the Parchment Services with non-infringing services which do not materially reduce the functionality of the Services; (iii) modify the Parchment Services so that it becomes non-infringing; or (iv) terminate the Parchment Services and refund any fees actually paid by Member to Parchment for the remainder of the Term then in effect, and upon such termination, Member will immediately cease all use of the Services. Notwithstanding the foregoing, Parchment will have no obligation under this Section 10 or otherwise with respect to any claim based upon (1) any use of the Services not in accordance with these Terms and Conditions or the Documentation; (2) Parchment's conformance to Member's specifications; (3) any use of the Services in combination with other products, equipment, services or content not supplied by Parchment; (4) any modification of the Services by any person other than Parchment or its authorized agents; or (5) the Member Data. THIS SECTION STATES MEMBER'S SOLE AND EXCLUSIVE REMEDY FOR INFRINGEMENT CLAIMS AND ACTIONS. Parchment's obligations as set forth above are expressly conditioned upon each of the following: (A) Member promptly notifying Parchment in writing of any threatened or actual claim or suit; (B) Parchment having sole control of the defense or settlement of any claim or suit; and (C) Member cooperating with Parchment to facilitate the settlement or defense of any claim or suit.

11 TERM AND TERMINATION.

11.1 Term. This Agreement is effective as of the Effective Date listed on the Order Form. The Term of this Agreement will commence on the Effective Date and will continue for as long as the Initial Order Term indicated on the Order Form and any subsequent renewals is in effect, unless terminated in accordance with this Section 11 (the "**Term**").

11.2 Termination for Breach. Either Party may terminate this Agreement immediately upon written notice in the event that the other Party materially breaches this Agreement and thereafter: (a) in the case of material breach resulting from non-payment of amounts due hereunder, has failed to pay such amounts within ten (10) days after receiving written notice thereof; or (b) has failed to cure any other material breach (or to commence diligent efforts to cure such breach that are reasonably acceptable to the terminating Party) within thirty (30) days after receiving written notice thereof.

11.3 Termination upon Bankruptcy, Insolvency or Lack of Funding. Either Party may, at its option, terminate this Agreement immediately upon written notice to the other Party, in the event (a) that the other Party becomes insolvent or unable to pay its debts when due; (b) the other Party files a petition in bankruptcy, reorganization or similar proceeding, or, if filed against, such petition is not removed within ninety (90) days after such filing; (c) the other Party discontinues its business; (d) a receiver is appointed or there is an assignment for the benefit of such other Party's creditors; or (e) if the Member or the Member's sponsor is a state or

federal agency or institution, the funding for this Agreement is not provided to Member or the Member's sponsor by the legislature of the applicable state or federal government.

11.4 Suspension of Service. If Member fails to pay undisputed amounts in accordance with this Agreement or, if and as necessary to protect the Member Data and/or Credentials in the event of a threat to the security of the Parchment Service(s), Parchment will have the right, in addition to any of its other rights or remedies, to immediately suspend the provision of the Services (including access to the Parchment Services and/or Parchment Site) to Member and/or its Credential Owners, without liability to Member until such amounts are paid in full or such breach is cured (in Parchment's sole discretion), as applicable.

11.5 Accrued Obligations. Termination of this Agreement will not release the Parties from any liability which, at the time of termination, has already accrued or which thereafter may accrue with respect to any act or omission before termination, or from any obligation which is expressly stated in this Agreement to survive termination. Notwithstanding the foregoing, the Party terminating this Agreement as permitted by any provision in this Section 11 will incur no additional liability merely by virtue of such termination.

11.6 Effect of Termination. Upon any expiration or termination of this Agreement, Member will immediately discontinue all use of the Parchment Services and pay all amounts due and payable hereunder. Each Party will promptly delete or destroy any Confidential Information of the other Party, including all copies thereof, except that Parchment may retain the Member Data: (a) as required by law; (b) for up to thirty (30) days after the effective date of termination, Parchment will, upon written request, make available to Member a copy of its Member Data in one of Parchment's standard formats. After such period, Parchment may delete Member Data.

11.7 Survival of Obligations. The provisions of Sections 2.5, 3.4, 5, 7 through 10, 11.6 through 11.7, and 12, and Member's obligations to pay any amounts due and outstanding hereunder, will survive termination or expiration of this Agreement.

12 MISCELLANEOUS.

12.1 Force Majeure. Either Party will be excused from performance of its obligations under this Agreement if such a failure to perform results from compliance with any requirement of applicable law, acts of God, fire, strike, embargo, terrorist attack, war, insurrection or riot or other causes beyond the reasonable control of that Party. Any delay resulting from any of such causes will extend performance accordingly or excuse performance, in whole or in part, as may be reasonable under the circumstances.

12.2 Notices. Member (a) consents to receive communications from Parchment in electronic form, whether via email, posting updates on the Parchment Site, or by other reasonable means, and (b) agrees that all agreements and other communication that Parchment provides to Member electronically satisfies all legal requirements as if on print writing. All notices required under these Terms and Conditions will be in writing, delivered personally, by email, or by nationally recognized overnight courier (e.g., FedEx) at the Parties' respective addresses set forth on the Order Form (with notices to Parchment sent to the attention of the General Counsel). All notices will be deemed effective upon personal delivery, or when received if sent by email or overnight courier.

12.3 Assignment. Neither Party will assign its rights or delegate its obligations under this Agreement without the other Party's prior written consent, and, absent such consent, any purported assignment or delegation will be null, void and of no effect. However, either Party may, without the written consent of the other Party, assign this Agreement and its rights and obligations hereunder in connection with the transfer or sale of all or substantially all of its business related to this Agreement, or in the event of a merger, consolidation, change in control or similar transaction. This Agreement will be binding upon and inure to the benefit of Parchment and Member and their successors and permitted assigns.

12.4 Independent Contractors. Member and Parchment acknowledge and agree that the relationship arising from this Agreement does not constitute or create any joint venture, partnership, employment relationship or franchise between them, and the Parties are acting as independent contractors in making and performing this Agreement.

12.5 Amendment. No amendment to this Agreement will be valid unless such amendment is made in writing and is signed by the authorized representatives of the Parties.

12.6 Waiver. No waiver under this Agreement will be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of such waiver is sought. Any such waiver will constitute a waiver only with respect to the specific matter described therein and will in no way impair the rights of the Party granting such waiver in any other respect or at any other time. Any delay or forbearance by either Party in exercising any right hereunder will not be deemed a waiver of that right.

12.7 Severability. If any provision of this Agreement is invalid or unenforceable for any reason in any jurisdiction, such provision will be construed to have been adjusted to the minimum extent necessary to cure such invalidity or unenforceability. The invalidity or unenforceability of one or more of the provisions contained in this Agreement will not have the effect of rendering any such provision invalid or unenforceable in any other case, circumstance or jurisdiction, or of rendering any other provisions of this Agreement invalid or unenforceable whatsoever.

12.8 Causes of Action. No action arising from or related to this Agreement may be brought by either Party more than one

(1) year after the cause of action has accrued, except that an action for non-payment may be brought within two (2) years after the date such amount was due.

12.9 No Third Party Beneficiaries. The Parties acknowledge that the covenants set forth in this Agreement are intended solely for the benefit of the Parties, their successors and permitted assigns. Nothing herein, whether express or implied, will confer upon any person or entity, other than the Parties, their successors and permitted assigns, any legal or equitable right whatsoever to enforce any provision of this Agreement.

12.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed will be deemed to be an original and all of which when taken together will constitute one Agreement.

12.11 Construction. Unless otherwise specified herein: (a) the word "including" means "including but not limited to"; and (b) any reference to days will mean calendar days. All headings are for convenience only.

12.12 Publicity. Parchment will be permitted to use Member's name and logo (subject to the appropriate party's style guidelines to ensure proper placement or use by the other party) (a) in association with Parchment's provision of the Services; and (b) on a client or partner list or partial client list during the term of this Agreement, provided that such list does not state or imply Member's endorsement of Parchment or the Services.

12.13 Entire Agreement. This Agreement sets forth the entire agreement and understanding between the Parties hereto with respect to the subject matter hereof and, except as specifically provided herein, supersedes and merges all prior oral and written agreements, discussions and understandings between the Parties with respect to the subject matter hereof, and neither of the Parties will be bound by any conditions, inducements or representations other than as expressly provided for herein.

[End of Terms]

EXHIBIT C
SERVICE LEVEL AGREEMENT

1. Parchment will use commercially reasonable efforts, commensurate with the severity of the error, to correct any malfunction, defect, or non-conformity in the operation of the Parchment Services to substantially perform in accordance with the Documentation. Member will be responsible for conducting adequate research with respect to a defect or related issue prior to contacting Parchment for assistance. Member is obligated to respond promptly to all reasonable Parchment requests for pertinent information, documentation, technical and other assistance to assist Parchment with problem resolution. A reported issue will be logged and tracked by Parchment, and assigned a unique identifier that can be used by Member to refer to the reported issue, and will remain open until the issue is resolved. Reported issues will be assigned a severity level that is mutually agreed upon by Member and Parchment.
2. Parchment will employ commercially reasonable efforts to correct, or address with an action plan, issues reported by Member as follows:
 - a. Severity 1: Within four (4) business hours of receipt of the reported issue or its detection by Parchment. Level 1 is defined as a condition in which all or a critical function within the Parchment Services is unavailable to Member.
 - b. Severity 2: Within two (2) business days of receipt of the reported error. Level 2 is defined as a condition in which the Parchment Services is not fully performing, but is still able to operate at a reduced capacity.
 - c. Severity 3: Within five (5) business days of receipt of the reported error. Severity 3 is defined as a condition where the Member is experiencing a non-critical loss of function.
3. System Enhancements and Functionality Improvements.
 - a. Parchment will respond to requests for enhancements or upgraded workflow functionality within thirty (30) business days. The response will include a valuation of the request and whether it was an item for inclusion within the product roadmap or would be considered a client specific customization. Enhancements and improvements cover a desire to change either the look and feel or workflow of a feature or function within the Parchment Services. Any enhancements, modifications or improvements to the Parchment Services will be considered part of the Parchment Services.
 - b. Parchment may perform maintenance to the Parchment Services during its preexisting maintenance schedule (currently 12 p.m. to 4 p.m. Pacific Time on Saturdays) as necessary for the proper operation of the Parchment Services. During these periods, the Parchment Services may be unavailable to Member. Parchment will notify Member at least two (2) business days in advance of any planned maintenance. Parchment may change planned maintenance windows at its sole discretion and will notify Member of any such changes that affect previously notified plans, provided such maintenance is done during low-volume times. Parchment will also post notifications on both the Parchment Services and Parchment Site notifying interested parties of any planned service outages.
4. Parchment will use reasonable commercial efforts to make the Parchment Services available ninety-nine and one-half percent (99.5%) of the time, measured monthly, exclusive of planned maintenance and any of the following events that will not be considered downtime for the purposes of such measurement:
 - a. Any outage lasting less than five (5) minutes;
 - b. Any outage determined to be a result of Member's breach of the Agreement or other acts or omissions of Member;
 - c. Any outage determined to be a result of a failure of outside services or equipment not within the control of Parchment, including Member's hardware and software; or
 - d. Any outage determined to be beyond the reasonable control of Parchment, its subcontractors and/or business partners, including a force majeure event.
5. Member is responsible for (i) maintenance and management of its computer network(s), servers, software, and any equipment or services related to maintenance and management of the foregoing; and (ii) correctly configuring its systems in accordance with the Documentation. Member will promptly notify Parchment in the event any downtime occurs. Downtime will be deemed to begin when Parchment receives accurate notification thereof from Member, or when Parchment first becomes aware of such downtime, whichever first occurs. The obligations of Parchment set forth in this Exhibit C will be excused to the extent any failures to meet such obligations result in whole or in part from Member's failure(s) to meet the foregoing requirements.
6. Parchment will use reasonable commercial efforts to respond to any email inquiries through the Parchment Site by Credential Owners within two (2) business days.
7. Member's sole and exclusive remedy, and Parchment's sole and exclusive liability, for Parchment's breach of this Exhibit C will be the following credits. If Parchment fails to meet the service level in Section 4 in any month for a specific Parchment Services, Parchment will credit to Member one percent (1%) of the monthly subscription fee paid by Member (i.e., the prorated annual subscription fee) for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the prorated monthly subscription fee paid by Member. In the event Member has not elected to pay a subscription fee to Parchment hereunder, as Member's sole and exclusive remedy under this Section 7, Parchment will credit to Member one percent (1%) of the net amount of surcharges (if any) added to each Credential request by Member for such Parchment Services for each cumulative hour, or portion thereof, of unavailability of such Parchment Services in that month, up to a maximum of fifty percent (50%) of the net amount of surcharges added to each Credential request by Member.

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

SUBJECT: Contract for Services with Pacific West Water Purification Inc

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Pacific West Water Purification Inc to provide service to a reverse osmosis drinking water system at PGHS.

BACKGROUND:

The district has been purchasing 3 gallon jugs of water that are placed on a ceramic dispenser that is often contaminated with algae. A staff member purchased the jugs monthly from Health & Water Store.

INFORMATION:

Pacific West Water Purification Inc will maintain and service a Reverse Osmosis Water System in the A-Wing staff lounge that provides filtered water on demand.

FISCAL IMPACT:

Approx \$250.00 yearly for maintenance and service. All fees to be paid by site.

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

CONSULTANT FULL NAME Pacific West Water Purification Incorporated
TAX I.D. NUMBER* _____ (Consultant to complete)
SITE/DEPARTMENT Pacific Grove High School
SUBMITTED BY Lito M Garcia, Principal
ACCOUNT CODE 01-0000-0-1110-2700-5800-00-006-7205-0720
FUNDING SOURCE Site Funds
AGREEMENT TOTAL AMOUNT \$250.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Pacific West Water Purification Incorporated(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a installer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide service to a reverse osmosis drinking water system
2. **Term.** Consultant shall commence providing services under this Agreement on May 19, 2022, and will diligently perform as required and complete performance by June 30, 2023.

3. **Compensation.** District agrees to pay \$250.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$250.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

- 13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|--|
| Pacific Grove Unified School District | Name <u>Barry Haylings</u> |
| 435 Hillcrest Avenue | Address: <u>PO Box GH</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Pacific Grove, CA 93950</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>831-375-5888</u> |
| Assistant Superintendent/CBO | Email: <u>bhaylings@gmail.com</u> |

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

- 15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 18. **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.
- 19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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

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

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

SUBJECT: Contract for Services with Planned Parenthood Mar Monte at Pacific Grove High School

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Planned Parenthood Mar Monte.

BACKGROUND:

Planned Parenthood offers relationships and sex education sessions to secondary students utilizing a comprehensive curriculum.

INFORMATION:

In accordance with AB 329, students from PGHS will be invited, with parental consent, to participate in a comprehensive sex education sessions covering topics such as reproductive anatomy, relationships and boundaries, consent and safer sex.

FISCAL IMPACT:

\$2200 to be paid by District Curriculum Office

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

CONSULTANT FULL NAME Planned Parenthood Mar Monte

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M Garcia, Principal

ACCOUNT CODE 01-0000-0-1110-2130-5800-00-009-1560-0730

FUNDING SOURCE District Curriculum

AGREEMENT TOTAL AMOUNT \$2200.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Planned Parenthood Mar Monte (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a independent consultant. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: providing comprehensive sexual education curriculum
2. **Term.** Consultant shall commence providing services under this Agreement on May 19, 2022, and will diligently perform as required and complete performance by June 30, 2023.

3. **Compensation.** District agrees to pay \$2200 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2200 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

- 13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|--|
| Pacific Grove Unified School District | Name <u>Planned Parenthood Mar Monte</u> |
| 435 Hillcrest Avenue | Address: <u>1691 The Alameda</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>San Jose, CA 95126-2203</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>1-877-855-7526</u> |
| Assistant Superintendent/CBO | Email: <u>Click or tap here to enter text.</u> |

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

- 15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 18. **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.
- 19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

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

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

SUBJECT: Contract for Services with Premier Studios

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Premier Studios.

BACKGROUND:

Premier Studios has provided photo services for PGHS annually.

INFORMATION:

Premier Studios provides ID photos, school photos, senior portraits, and photography at Graduation.

FISCAL IMPACT:

No cost to district.

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

CONSULTANT FULL NAME Premier Studios

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M Garcia, Principal

ACCOUNT CODE no cost

FUNDING SOURCE n/a

AGREEMENT TOTAL AMOUNT no cost

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Premier Studios (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a photographer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide photography services at Pacific Grove High School including but not limited to Graduation ceremony and school portraits
2. **Term.** Consultant shall commence providing services under this Agreement on May 19, 2022, and will diligently perform as required and complete performance by June 30, 2023.

3. **Compensation.** District agrees to pay \$0 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$0 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

- 13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Premier Studios</u> |
| 435 Hillcrest Avenue | Address: <u>4746 West Jennifer Ave, Ste 101</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Fresno, CA 93722</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>559-274-9231</u> |
| Assistant Superintendent/CBO | Email: <u>premierstudios@comcast.net</u> |

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

- 15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 18. **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.
- 19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Services with Third Watch Security and Investigations

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Third Watch Security and Investigations to provide security services surrounding the 2022-2023 PGHS Graduation Ceremony.

BACKGROUND:

These services have been provided overnight at the stadium to prevent vandalism and/or pranks.

INFORMATION:

Security Services at PGHS Stadium 6pm day prior to Graduation until 6am day of Graduation

FISCAL IMPACT:

\$1200 to be paid by Site Funds

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

CONSULTANT FULL NAME Third Watch Security and Investigations

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito M Garcia, Principal

ACCOUNT CODE 01-0000-0-1110-2700-5800-00-006-7205-0720

FUNDING SOURCE Site Funds

AGREEMENT TOTAL AMOUNT \$1200

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Third Watch Security and Investigations (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a security consultant. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: security services for day prior and day of Graduation ceremony
2. **Term.** Consultant shall commence providing services under this Agreement on May 1, 2023, and will diligently perform as required and complete performance by June 30, 2023.

3. **Compensation.** District agrees to pay \$1200 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1200 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

- 13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
- 14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Third Watch Security and Investigations</u> |
| 435 Hillcrest Avenue | Address: <u>2555 Garden Road Ste C</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Monterey, CA 93940</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>831-856-5252</u> |
| Assistant Superintendent/CBO | Email: <u>asepagan@3rdwatchsecurity.org</u> |

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

- 15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
- 16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
- 17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
- 18. **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.
- 19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
- 20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
- 21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Services with Josten’s Inc for the 2022-23 School Year.

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Josten’s Yearbook.

BACKGROUND:

For many years we have used Josten’s for creating the high school yearbook. This is an annual service. But the agreement paperwork from Josten’s can cover up to three years without a change. They have provided training to the yearbook student staff and the yearbook on campus advisor each year. Oftentimes for free so that the yearbook staff can have a successful year creating a wonderful book of memories to last a lifetime. Payments for the yearbook are made in installments based on sales. Final payment is made after delivery and after any overruns are sold. This payment is made in June. We work closely to make sure all sales are tracked and a spreadsheet with Josten’s is created. Sales are online as well as in the student store on campus. Baby Ads (family dedications) are sold through Josten's website in order to cut down the cost. Costs all depend upon the following: how many pages per book, color pages, embossing, type of cover, how many ads are sold, delivery, deadlines met, etc.

INFORMATION:

This contract for services is to cover a new agreement starting with the 2022 school year. This contract for services will also cover the student planners that will be arriving in August 2022 for the 2022-23 school year.

FISCAL IMPACT:

The contract timeframe is July 2022- August 2023. Yearbooks are paid for by students, staff and any alumni that would like one. The account is under the ASB umbrella. The cost is between \$20,000.00 and \$40,000.00 to create 200-400 books. There is no fiscal impact to the district.

Once this Agreement has been signed by Jostens, Inc. ("Jostens"), it becomes a binding contract between Jostens and the customer named on the front of this Agreement ("Customer"). Any changes to this Agreement must be approved in writing by both parties; provided, that Customer may change the specifications, which may result in changes to the price and/or delivery.

1. SUBMISSION OF, RESPONSIBILITY FOR, AND USE OF MATERIALS:

a. Jostens will provide Customer with instructions and specifications for submitting information and materials (collectively, "Materials") to Jostens. Materials include, without limitation, content, titles, photographs, videos, designs, drawings, images (including digital images), artwork, songs, lyrics, recordings, page layouts and other similar materials. Customer is responsible for all Materials furnished to Jostens for incorporation in the publication or other product provided by Jostens under this Agreement, regardless of form or medium (the "Publication").

b. Customer agrees to submit all Materials in a timely manner and in accordance with Jostens' instructions and specifications. Late or non-conforming submissions may result in additional charges, missed or delayed deadlines, delayed shipments, and/or rejection of submitted Materials.

c. Jostens will charge for Jostens artwork, corrective work or customer copy, customer alterations and non-standard composition, which may result in changes to the purchase price.

d. Jostens reserves the right in its discretion to refuse to process, print, reproduce or duplicate Material submitted for incorporation in the Publication, including Material which may reasonably be believed to violate patent, trademark, copyright, license or other proprietary rights or be pornographic or offensive, provided Jostens assumes no duty to make such determination.

e. Customer represents and warrants: (a) Customer has the unconditional and absolute right (through ownership, license or consent) to allow Jostens to print, reproduce and/or duplicate all of the Materials and to receive back any returned Materials; (b) Jostens is authorized to reproduce for and on behalf of Customer and other third parties all of the Materials provided by Customer, in order to produce and/or market the Publication; (c) the Materials comply with all applicable laws, do not infringe any intellectual property or proprietary right, or any license relating thereto, do not contain any libelous or otherwise actionable content, and do not otherwise violate the rights of or cause damage or injury to any person.

f. Except to the extent prohibited by law, Customer agrees to indemnify and hold Jostens, its licensors, and its controlled affiliates harmless from any and all damages, fees and costs arising out of claims, defenses, demands, actions or proceedings that may be asserted or brought against Jostens by parents, students or any third party: (a) on the grounds that a Material, Publication, or the marketing of the Publication by or directed by the school violates any applicable laws, rights or interests (including intellectual property or privacy rights), or causes a third party harm (such as negligence or emotional distress); or (b) related to or arising from a breach of Customer's obligations relating to Jostens Digital Tools.

g. Customer expressly agrees that Jostens, its sales representatives and service providers may use Materials provided by Customer to market the Publication to potential purchasers and to provide information on Jostens products and services to potential purchasers, except where Customer has indicated otherwise in writing or through a Jostens online interface. Jostens will not sell or rent student information to any third party. Please see Jostens' Privacy Policy at <http://www.jostens.com/privacy> for more information on Jostens' privacy practices.

2. **LICENSES:** Customer grants Jostens a perpetual, royalty-free, fully paid-up right and license to use, reprint, reproduce, digitize and duplicate Customer's cover design, yearbook pages, and Materials in Jostens' marketing and promotional materials and websites, as samples, in Jostens software applications, and in collections of Jostens yearbooks and yearbook pages, except where Customer has indicated otherwise in writing or through a Jostens online interface.

With respect to any artwork created in whole or in part by Jostens, Jostens hereby grants Customer a limited, nonexclusive license to the artwork in the Publication, and for the marketing and promotion of the same. Jostens retains all other rights to such artwork, which may only be reproduced with the written consent of Jostens.

Customer understands and agrees that all dies, including those for which a charge has been made, remain the sole property of Jostens. This provision shall survive the termination or expiration of this Agreement. CONSENT X

3. SCHOOL OFFICIAL DESIGNATION: Customer and Jostens hereby designate Jostens as a "school official" as that term is defined by the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. @ 1232g ("FERPA"), and Jostens recognizes that certain records regarding Customer's students are protected by FERPA. In the course of performance of this Agreement, Customer may from time to time disclose certain information protected by FERPA ("Student Identifiable Information" or "SII") to Jostens, and Jostens may from time to time create Student Identifiable Information. Jostens acknowledges it is receiving and creating such Student Identifiable Information as a "school official" as that term is defined in 34 C.F.R. 99.31(a)(1)(i)(B), and Jostens agrees it will use and maintain such information in accordance with FERPA. Customer represents and warrants that Jostens meets the definition of "school official" as specified in Customer's annual notification of FERPA rights and that it is authorized to transfer SII to Jostens. Jostens agrees to hold the SII in strict confidence. Jostens will not disclose or use SII outside of the parties' direct business relationship, except as permitted or required by this Agreement, as required by law, or as otherwise authorized in writing by Customer. By entering into this Agreement, Jostens certifies that it understands these restrictions and will comply with them.

4. RETENTION AND DESTRUCTION OF DATA AND SII: Within sixty (60) days following termination, cancellation, expiration or other conclusion of this Agreement, Jostens shall destroy any SII that has not already been incorporated into a Publication prior to the termination, cancellation, expiration or other conclusion of this Agreement. Notwithstanding the foregoing, and subject to Jostens' compliance with any applicable laws and regulations, nothing in this Agreement will: (i) preclude Jostens from communicating with, require Jostens to destroy, or preclude Jostens from collecting any information about an individual that Jostens has obtained directly from the individual or through another party that is not Customer; or (ii) require Jostens to destroy any information directly uploaded by an individual pursuant to their own account.

5. SAFEGUARDS; DATA SECURITY AND PRIVACY: Jostens shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted SII received from, or on behalf of Customer. These measures will be extended by contract to all subcontractors used by Jostens in connection with this Agreement. Within a reasonable time period after discovery, Jostens shall report to Customer any unauthorized use or disclosure of SII. Customer and Jostens further agree that the California Consumer Privacy Act, Cal. Civil Code § 1798.100, *et seq.* (CCPA) does not apply to the Publication because Jostens is providing a service to support the Publication on behalf of a school, and schools are not subject to the CCPA because they are not "organized or operated for the profit or financial benefit of its shareholders or other owners."

6. JOSTENS DIGITAL TOOLS: In consideration of payment of any required license fee and agreeing to any applicable license agreements, terms of use, and policies for any digital tools, for the term of this Agreement, Jostens grants Customer a limited, non-assignable license to use certain of its proprietary local, online, mobile and cloud-based yearbook development software tools, fonts and clip art, apps, websites and environments (all such tools, apps, websites and environments made available to Customer, the "Jostens Digital Tools"), solely for the limited purpose of producing its Publication with Jostens and for no other purpose. Customer acknowledges and agrees that the Jostens Digital Tools and all other materials supplied by Jostens are proprietary in nature and are owned or licensed by Jostens, and Customer agrees not to copy, duplicate, reverse engineer, or attempt to learn the source code of Jostens Digital Tools, or to rent, share, distribute or provide the Jostens Digital Tools to any third party. Customer is strictly prohibited from providing production materials in whole or in part, including but not limited to the Publication created under this Agreement, created with the Jostens Digital Tools to a third party for printing, digitizing, reproduction or any other purpose.

Upon termination or expiration of the relationship between Customer and Jostens, Customer will promptly return any Jostens Digital Tools to Jostens, and destroy and delete any copies of Jostens Digital Tools and any login credentials provided. Certain products of Adobe Corporation or other third parties may be required for use of the Jostens Digital Tools, and Customer acknowledges that Jostens is not obligated to provide training or other support for third-party products.

For purposes of this Agreement, Jostens Digital Tools do not include Yearbook+. The terms and conditions for Yearbook+ follow for Customers who have opted-in on the cover page of this Agreement.

7. ORDER PROCESSING: If Customer elects to participate in an order processing and management program offered by Jostens (a "Program"), Customer acknowledges and agrees that Jostens or other third parties may act on behalf of Customer to bill students for yearbooks and related products and collect payment from them. Customer acknowledges it has been given materials explaining the Program and understands the Program, and the billing process under that program.

8. DELIVERY; INSPECTION OF PRODUCTS: Shipment will be made pursuant to the shipment method and vendor chosen by Jostens, in its sole discretion, and according to terms of the Deadline Schedule established between the parties, provided that Customer sends all materials conforming to specifications and on time according to the Schedule. Title to and risk of loss for all shipments is F.O.B. Jostens production plant. Jostens reserves the right to withhold delivery of the products if, for any reason, Customer violates any terms or conditions in this Agreement or fails to pay to Jostens any portion of the purchase price due for the products in the amount(s) and at the time(s) specified in this Agreement. Immediately upon Customer's receipt of the products shipped hereunder, Customer shall inspect the same and shall notify Jostens in writing of any claims for shortages, defects, or damages, and shall hold the products for Jostens' written instructions concerning disposition of the products. If Customer fails to so notify Jostens within five (5) business days after the products have been received by Customer, such goods shall conclusively be deemed to conform to the terms and conditions herein and to have been irrevocably accepted by Customer. Jostens shall not be responsible for claims for error in quantity or quality not made within five (5) business days after Customer's receipt of the products. Due to the printing process, there may be a limited number of copies of the yearbook produced in excess of Customer's order. Jostens may ship the excess yearbooks to Customer, who may keep and pay for the overages or return them to Jostens for credit.

9. **FORCE MAJEURE; WARRANTY; LIMITATIONS:** Jostens shall not be liable for delays or losses caused by strikes, accidents, pandemics, government restrictions, acts of God or other causes beyond its reasonable control, and such delays shall not constitute a breach of contract. Jostens will perform the work in a good and workmanlike manner. EXCEPT AS EXPRESSLY PROVIDED HEREIN, JOSTENS MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES AND DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BECAUSE SOFTWARE, APPS AND SYSTEMS ARE INHERENTLY COMPLEX AND MAY NOT BE COMPLETELY FREE OF ERRORS, YOU ARE ADVISED TO VERIFY YOUR WORK. IN NO EVENT WILL JOSTENS BE LIABLE FOR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR BUSINESS INTERRUPTION, HOWEVER FORESEEABLE, ARISING OUT OF THIS AGREEMENT, THE WORK PERFORMED HEREUNDER, THE SERVICES PROVIDED OR THE PRODUCTS PRODUCED HEREUNDER. THE LIABILITY OF JOSTENS, IF ANY, FOR CLAIMS RELATING TO ANY DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT PRODUCED HEREUNDER SHALL BE LIMITED TO THE ACTUAL FEE PAYABLE TO JOSTENS FOR THE DEFICIENT OR DEFECTIVE SERVICE OR PRODUCT HEREUNDER. JOSTENS SHALL NOT BE LIABLE FOR TYPOGRAPHICAL ERRORS, MISPELLINGS OR OTHER DEVIATIONS OR ERRORS.

10. **PAYMENT TERMS:** Customer agrees to pay a 40% deposit November 1st (December 1st for CY Customers) and an additional 40% deposit March 1st (April 1st for CY Customers) that will bring the total deposit up to 80% of the base price. Customer will receive a final invoice when the Publication is completed. Final payment is due within thirty (30) calendar days after the final invoice is received. A service charge of 1.5% a month on the unpaid balance (18% annual percentage rate) or the maximum allowed by local law will be assessed for late payment. Should it be necessary for Jostens to institute collection procedures against Customer, Jostens shall be entitled to recover its reasonable attorneys' fees and costs from Customer. All payments and checks must be made payable to and sent directly to Jostens, Inc., 21336 Networks Place, Chicago, IL 60673-1213.

11. **TAXES:** Applicable sales taxes will be charged unless evidence of tax exemption is furnished prior to invoicing. A number of states do not exempt schools from the requirement to collect sales tax on sales. It is Customer's responsibility to collect and remit sales tax on its distribution or resale of yearbooks based on sales tax regulations in its state, except for sales facilitated by Jostens. Where Jostens accepts orders on a school's behalf and collects applicable sales taxes on such orders, Jostens may, at Jostens' option, remit taxes collected on such orders directly to the taxing authority.

12. **MISCELLANEOUS:** The person signing this Agreement represents that he/she is fully authorized to execute this Agreement on behalf of Customer. Jostens may use its controlled affiliates as subcontractors to perform obligations under this Agreement. Customer understands that this is a binding Agreement between the parties hereto for the term specified in the Agreement, and represents that it has all necessary power and authority to execute this Agreement. This Agreement, including the proposed budget, schedule, and other specifications set forth herein and any additional or changed specifications agreed upon by the parties related to the products manufactured by Jostens under this Agreement (which shall automatically be incorporated by reference into this Agreement), represents the entire agreement between the parties. In the event that after the date hereof Customer submits purchase orders or other written instructions that contain any terms or conditions, those terms and conditions shall be of no force and effect. The parties are independent contractors; nothing herein contained shall in any way constitute a partnership between, or joint venture by, any of the parties hereto. This Amendment may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment. Digital and electronic signatures shall have the same binding effect as original signatures, and an Amendment sent in electronic or facsimile format containing the signatures of the parties shall be binding.

13. **GOVERNING LAW:** Any and all disputes, claims, or controversies arising out of, relating to, or between the parties regarding the execution of, application of, or interpretation of this Agreement shall be governed by the laws of the State of Minnesota without regard to any conflicts of laws principles.

Paragraphs A-D only apply to Customer if Customer has elected to participate in the Yearbook+ Program.

A. **Provision of Information.** Customer agrees that it will provide Jostens with student email address, parent email address, student name and student grade. Upon Jostens' reasonable request, Customer will provide additional SII to Jostens if necessary for Jostens to provide the Service. Customer also agrees to whitelist domains associated with Jostens or the Yearbook+ product to facilitate authentication and operability of Yearbook +.

B. **Destruction of Data and SII.** To the extent required to do so by applicable law, Jostens will delete SII related to Yearbook+ upon Customer, student, parent or legal guardian's request.

C. **Breach of Confidentiality.** If Customer reasonably determines in good faith that Jostens has materially breached any of its confidentiality obligations under the Agreement, Customer, in its sole discretion, shall have the right to: (a) require Jostens to create an internal plan for monitoring and reporting related to Customers SII; (b) provide Jostens with a fifteen (15) day period to cure the breach; or (c) provide notice of Customer's intent to terminate the Yearbook+ program immediately if cure is not possible. Before exercising any of these options, Customer shall provide written notice to Jostens describing the violation and the action it intends to take, and permit Jostens thirty (30) days to respond to the alleged violation and demonstrate either that a breach did not occur or provide a remediation plan to resolve the breach.

D. **Moderation.** The Services will allow individuals to upload digital photographs to be considered for use in the Publication. Jostens may offer enhanced moderation services that include manual review of the photographs by a third party ("Manual Moderation") and Customer may elect to purchase Manual Moderation in the event it is offered. Customer will be responsible for curating the digital photographs uploaded for use in the Publication. Customer will also be responsible for responding to inquiries from individuals about digital photographs submitted, uploaded or removed from the Publication. Notwithstanding the foregoing, Jostens reserves the right to remove any digital photograph for any reason. Jostens shall maintain complete discretion on the terms of its storage, retention and availability of digital photographs associated with Publication. Customer shall pay any fees associated with the storage, retention and availability of the digital photographs in the Publication until Customer provides notice to Jostens of its intent to cease storage and terminate any ongoing fees. Customer and Jostens agree to comply with all applicable privacy laws with respect to the Publication. Customer and Jostens further agree that the California Consumer Privacy Act, Cal. Civil Code § 1798.100, et seq. (CCPA) does not apply to the PGUSD Regular Meeting of May 19, 2022

Publication because Jostens is providing a service to support the Publication on behalf of a school, and schools are not subject to the CCPA because they are not "organized or operated for the profit or financial benefit of its shareholders or other owners." CONSENT X

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

SUBJECT: Contract for Services with Ashley Beem and Beem Video

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Beem Video

BACKGROUND:

This is not a new service.

INFORMATION:

Beem Video will be recording the Pacific Grove High School productions of the Spring musical during the 2023 school year. The filming is for archival and live streaming purposes. The contract is for \$300.00. This covers all performances.

FISCAL IMPACT:

No fiscal impact to the district. The \$300.00 for the contract will be paid out of the Wells Fargo Associated Student Body PG Musicals account.

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

CONSULTANT FULL NAME Beem Video and Photography

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School/Musical

SUBMITTED BY Lito M. Garcia

ACCOUNT CODE #8994873977/555

FUNDING SOURCE PG Musicals – Associated Student Body account at Wells Fargo Bank

AGREEMENT TOTAL AMOUNT \$300.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 5, 2022 between the Pacific Grove Unified School District (“District”) and Ashley Beem and Beem Video and Photography(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a videographer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: filming and live streaming of performances.
2. **Term.** Consultant shall commence providing services under this Agreement on April 1, 2023, and will diligently perform as required and complete performance by May 30, 2023.

3. **Compensation.** District agrees to pay \$300.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$300.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Ashley Beem</u> |
| 435 Hillcrest Avenue | Address: <u>836 2nd Street</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Pacific Grove/CA/93950</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>805-801-9054</u> |
| Assistant Superintendent/CBO | Email: <u>Ashleybeem@yahoo.com</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Services with ArbiterPay

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with ArbiterPay.

BACKGROUND:

This is the company that we go through to pay the sports referees. We send money to our account at the Bank of Utah and it is used to pay for referees after the games are played.

INFORMATION:

ArbiterPay is a subscription service that provides support to schools for paying of the referees. They also take care of their W9's and issue the 1099's. Reports can be run from the ArbiterPay site.

FISCAL IMPACT:

The contract is from August 2022 – May 2023. There is no fiscal impact to the District. All monies are paid from the Athletics Department Fund under the ASB umbrella.

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

CONSULTANT FULL NAME ArbiterPay

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Athletics Department/PGHS

SUBMITTED BY Lito M. Garcia

ACCOUNT CODE #1965169244/400

FUNDING SOURCE Athletics Department Fund at Wells Fargo Bank

AGREEMENT TOTAL AMOUNT \$15,000.00 - \$25,000.00 per year depending upon how many games are played and how many referees are needed.

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 5, 2022 between the Pacific Grove Unified School District (“District”) and ArbiterPay(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a administrator for funds distribution to the referees. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: ArbiterPay also issues 1099’s as per agreement to each referee.
2. **Term.** Consultant shall commence providing services under this Agreement on August 1, 2022, and will diligently perform as required and complete performance by May 30, 2023.

3. **Compensation.** District agrees to pay \$15,000.00 - \$25,000.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$25,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>James Johnson</u> |
| 435 Hillcrest Avenue | Address: <u>9815 S. Monroe St. STE 204</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Santy/UT/84070</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>800-576-2799</u> |
| Assistant Superintendent/CBO | Email: <u>James.Johnson@arbitersports.com</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Services with Field of Dreams Designs for the 2022-23 School Year

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Field of Dreams Designs

BACKGROUND:

Field of Dreams Designs have been providing the embroidery service ever since they opened for business. They provide this service for many of our sports teams as well as other groups that need it..

INFORMATION:

Since various teams order with Field of Dreams Designs and various prices are charged for this service the contract is for an open amount which depends upon what is ordered. The contract is for the 2022-23 school year.

FISCAL IMPACT:

There is no fiscal impact to the district. Invoices will be paid per order per team or group under the ASB/Athletics umbrella up to \$2,000.00 as decided by the site administration and what is ordered.

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

CONSULTANT FULL NAME Field of Dreams Designs

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School/ASB and Athletics

SUBMITTED BY Lito M. Garcia

ACCOUNT CODE #8994873977 and #19635169244

FUNDING SOURCE Wells Fargo Bank Accounts – ASB And Athletics

AGREEMENT TOTAL AMOUNT \$2,000.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 5, 2022 between the Pacific Grove Unified School District (“District”) and Field of Dreams Designs(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as an embroiderer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: designer.
2. **Term.** Consultant shall commence providing services under this Agreement on August 1, 2022, and will diligently perform as required and complete performance by May 30, 2023.
3. **Compensation.** District agrees to pay \$2,000.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$2,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Neil MacLaren</u> |
| 435 Hillcrest Avenue | Address: <u>830 Grove Acre Avenue</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Pacific Grove/CA/93950</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>831-392-6790</u> |
| Assistant Superintendent/CBO | Email: <u>neil@fieldofdreamsdesigns.com</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
23. **Submission of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

Signed Agreement

- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Officiating Services Contract with Northern California Lacrosse Referees Association dba NCLRA for the 2022-23 School Year

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Officiating Services Contract with Northern California Lacrosse Referees Association dba NCLRA.

BACKGROUND:

Ever since we started Lacrosse at PGHS we have been assigned to the NCLRA.

INFORMATION:

This service is specific to Lacrosse and is the only organization that has the expertise to referee such a unique sport. The season is usually 6 games. This agreement is in effect until 2025.

FISCAL IMPACT:

There is no fiscal impact to the district. This service is paid for through the Wells Fargo Athletics Fund account. Not to exceed \$3,000.00

OFFICIATING SERVICES CONTRACT
 NORTHERN CALIFORNIA LACROSSE REFEREES ASSOCIATION
 &
 PACIFIC COAST ATHLETIC LEAGUE

Recitals

The Northern California Lacrosse Referees Association, Inc. ("NCLRA"), is a nonprofit corporation that assigns and provides lacrosse officials for all boys' interscholastic lacrosse games in Northern California. In connection with assigning game officials, the NCLRA acts as an agent for the officials, each of whom is an independent contractor, for receiving payment from interscholastic lacrosse leagues or their member schools for officiating services and paying the game and travel fees to the officials.

The Pacific Coast Athletic League ("the League"), is a league in the Central Coast Section of the California Interscholastic Federation which has schools within it that plays boys lacrosse.

This Agreement contains the terms and conditions by which the League will engage the NCLRA to provide officials to officiate the interscholastic boys home lacrosse games played by the schools within the League.

Section 1
 Term of Agreement

This Agreement covers the 2022 through 2025 lacrosse seasons, which will commence in or about March 2022 and end in or about June 2025.

Section 2
 The League's Rights and Responsibilities.

Article 1 Cause the teams in it to input into the Arbiter assigning system by January 15 for that year's lacrosse season, the schedule of all home lacrosse games for the upcoming season for which NCLRA is to provide game officials. The schedule will list each varsity and junior varsity home game to be played, and will specify the date, time, and location of each game.

Article 2 Cause the teams in it to pay to the NCLRA Treasurer, by March 1 for that year's lacrosse season, the total amount of game fees and travel stipends, and all the administrative fees to be paid under this Agreement for that year's season set out in Exhibit 1. If such fees are not received by the NCLRA on the 31st day of March a 5% late fee shall be charged on the total fees owed. If the fees are not paid by April 30 another 10% shall be charged, including the 5% on the total fees owed. Until all fees, including any late fees are paid in full.

Article 3 Require its coaches to conduct themselves as gentlemen or gentlewomen at all times, and to require their players, fans, and spectators to do the same.

Article 4 Cause the teams in it to secure and provide safe and appropriately marked and equipped facilities for the play of the interscholastic lacrosse games to be played either at the School or at a neutral site, but for which the School has been designated as the "home team" in accordance with California Interscholastic Federation (CIF) and Central Coast Section (CCS) rules and regulations, and the National Federation of High Schools Boys Lacrosse Rules.

Article 5 Cause the teams in it to secure and provide uniforms for the players on its teams which conform to NFHS, CIF, and CCS rules.

Article 6 Cause the teams in it to secure and provide safety equipment and appropriate facility services, including but not limited to, crowd control, security, field maintenance, and emergency medical services for its home games and those games played at neutral sites for which the School has been designated as the “home team.”

Article 7 Should there be a merger of leagues, the rights and responsibilities contained in this agreement shall be transferred to the new league and all schools within the new league.

Section 3
NCLRA’s Rights and Responsibilities

Article 1 Assign to each game, qualified, properly trained officials under the supervision of NCLRA. Although NCLRA reserves the right to make final decisions regarding the assignment of officials, NCLRA will use its best efforts to comply with the League’s reasonable requests regarding the assignment, reassignment, or non-assignment of personnel.

Article 2 Ensure that an adequate number of officials are available to officiate all the School’s varsity and sub-varsity home contests, as listed on the schedule that the School provides to NCLRA under section 2 article 1

Article 3 Provide and administer a payment system for each official within NCLRA, relieving the League of that responsibility.

Article 4 Submit a bill for game and administrative fees to the School on or about February 15, for the upcoming season, and submit a second bill, with updates, corrections, and additions within 15 days after the end of the interscholastic lacrosse season. The League will then have 30 days to pay any amounts it owes under the second billing, and the NCLRA will refund any over payment that it has received within 15 days of that second billing.

Article 5 Recruit, instruct, and train officials, either on its own or in conjunction with US Lacrosse.

Article 6 Respond to inquiries from school administrators, including athletic directors and coaches, and from game officials, regarding officiating matters.

Article 7 Timely investigate each officiating protest received from the League and provide the School’s athletic director or other person designated by the League with a written response to the protest.

Article 8 Designate an Assignor of Officials to assign member officials to all the League’s varsity and junior-varsity home contests.

Article 9 Conduct or attend at least one pre-season meeting with the League’s coaches and administrators, for reviewing new rules, points of emphasis within the rules, and appropriate conduct by officials, coaches, players, fans, and spectators.

Article 10 Notify the member Schools’ principals, athletic directors or other persons designated by the member Schools and the League's Commissioner within 24 hours of its occurrence of the ejection from a lacrosse game of any student, athlete, coach, fan, or spectator.

Article 11 Keep accurate books of account and records covering all transactions relating to the collection and disbursement of money from the School and the payment of officials for officiating athletic contests.

Section 4
NCLRA's Game and Administrative Fees

Article 1 Each school in the League shall pay for the officiating services to be provided hereunder by paying to the NCLRA the game fees in accordance with the fee schedule for each of the school's home games. In addition, each school in the League shall pay the NCLRA's annual administrative fee.

Article 2 For the 2023 through 2025 seasons the game fees shall be the maximum game_fees permitted by the CCS bylaws. The NCLRA, by its Assignor of Officials, shall use its best efforts to assign three officials for each varsity game, and two officials for each junior varsity game.

Article 3 Each school designated as the "home team" on the schedule provided to the NCLRA by the League shall pay to the NCLRA the sum outlined in the CCS fee schedule per official for its junior varsity games and per official for each of its varsity games per home game for home games in the 2022.

Article 4 In addition to the game fees, the School shall pay to NCLRA for its administrative expenses, an additional sum as follow:

Article 5 \$71.00 per game for each of its JV home games in 2022, and **\$57.00** per game for each of its Varsity home games in 2022. These fees may increase if additional officials are requested for a game.

Article 6 These administrative fees shall be reasonably adjusted for the 2023-2025 season.

Article 7 In addition, the league shall pay travel fees for any officials traveling over 50 miles round trip. The rate for each official will be the IRS milage reimbursement for the actual total roundtrip miles and shall not exceed \$75.00 per official. The assignor shall do his best to staff games without having to charge this additional travel fee.

Article 8 After the School, has provided the NCLRA with its schedule for the upcoming season pursuant to section 2 article 1, changes or cancellations may be made.

Article 9 A game may be cancelled without penalty, provided the Assignor is notified (by email to snaidman@yahoo.com), at least 48 hours before the date on which it was originally scheduled to be played. Given such 48 hours' notice, the game fees paid for that game shall be refunded.

Article 10 If the Assignor is not notified of a change in the time or place of a game at least 48 hours in advance of the originally scheduled start time for the game, then the home team must pay the NCLRA an additional fee of \$30.00 if the Assignor does not have to change the officials assigned to the game, and \$50.00 if the Assignor does have to change the officials so that the game will be officiated at its new time or location.

Article 11 If the Assignor is not notified of a cancellation of a game at least 48 hours in advance of the originally scheduled start time for the game, then the home team will be required to pay the ordinary game fees for that game. However, if a game is cancelled less than 48 hours before its scheduled start time, and if the Assignor is notified of the cancellation in sufficient time so that the officials who were assigned to the game do not travel to the game site, then the game fees will be refunded.

Article 12 The time or location of a game may be postponed without penalty, provided the Assignor is notified, (by email to snaidman@yahoo.com), at least 48 hours before the originally scheduled time of the game.

Article 13 If the Assignor is not notified of a change in the time or place of a game at least 48 hours in advance of the originally scheduled start time for the game, then the home team's school must pay the NCLRA an additional fee, as set out in Exhibit 1, for changing the game assignments or otherwise making sure that the game will be officiated at its new time or location.

Section 5 Payments in Trust

The League and NCLRA both recognize and agree that, except for money paid to compensate the Assignor of Officials, the NCLRA Treasurer, and for the NCLRA's administrative services, all money paid to the NCLRA by the School is paid in trust for compensating game officials for their performance of officiating services and for reimbursing game officials for their travel to and from the School.

Section 6 NCLRA And Its Officials Are Independent Contractors.

Article 1 The League and NCLRA both recognize and agree that the NCLRA and the officials it assigns, in performing officiating services for the School, are independent contractors. Except as to the date, time and location of the contest being officiated, and the rules governing the contest, the NCLRA and the officials in it shall have control over the manner in which such services are provided.

Article 2 Neither the NCLRA nor any of the officials assigned by it are agents of the California Interscholastic Federation, the Central Coast Section of the CIF, the League, the School, or the school district of which it is a member, if any. Neither the NCLRA nor any of the officials assigned by it is entitled to receive any benefits the CIF, the League, the School, or the school district of which it is a member, if any, pay to their respective employees.

Article 3 Nothing in this Agreement shall be deemed or construed to create the relationship of principal and agent, partnership, joint venture, employer-employee, or to create any association between NCLRA or any of its members and CIF, CCS, the League, member Schools or the school districts of which they are members, if any. Neither the League nor the NCLRA has the power to obligate or bind the other party in any manner whatsoever. The NCLRA may not advertise or in any way represent that it has any affiliation with CIF, CCS, the League or its member Schools or the school districts of which they are members, if any.

Section 7
Indemnification.

Article 1 NCLRA will indemnify and hold harmless the League, and all of its officers, agents, employees, members and representatives from all liability, costs, losses, damages, expenses, attorneys' fees, causes of action, claims or judgments, arising out of or in any way connected with any negligent or wrongful acts or omissions of the NCLRA, its officers, agents and employees in performing or failing to perform any work, services, or functions provided for, referred to, or in any way connected with the performance of services under this Agreement, including the assignment or payment of officials, accounting for monies paid or received, or claims relating to the conduct, actions, or statements of the NCLRA's officials.

Article 2 The League will indemnify and hold harmless the NCLRA and all of its officers, agents, members, employees and representatives and from all liability, costs, losses, damages, expenses, attorneys' fees, causes of action, claims or judgments, arising out of or in any way connected with any negligent or wrongful acts or omissions of the School, or any of its officers, agents, employees and representatives in performing or failing to perform any work, services, or functions provided for or referred to or in any way connected with the performance of services under this Agreement. This indemnification clause shall survive the termination of this Agreement.

Section 8
Insurance

The NCLRA shall carry during the term of this Agreement, a comprehensive general liability and property damage insurance policy in the amount of One Million Dollars (\$1,000,000). In addition to naming the NCLRA as the insured, said policy of insurance shall further name the League or the School within it as an additional insured.

Section 9
Notices

Except as provided in section 2 article 1, regarding changes in the time or place of a game, any notices to be given hereunder by either party to the other shall be in writing and may be transmitted by mail, email, or personal delivery. Mailed notices shall be addressed to the parties at the following addresses:

The League:
Commissioner Name
Address

NCLRA:
Michael Forzano, President
1611 Parkway Drive
Rohnert Park, Ca. 94928

Each party may change the address for notices by written notice in accordance with this section. Notices delivered personally shall be deemed communicated as of the date of actual receipt; emailed notices shall be deemed received as of one day after the email is sent; mailed notices shall be deemed received as of two days after the date of mailing.

Section 10
Termination of Agreement

Article 1 This Agreement may be terminated without cause by either party or both parties, by giving sixty (60) day's written notice of its termination.

Article 2 This Agreement may also be terminated for cause, in the event that either party believes the other party has materially breached any term of it, by the giving of written notice specifying the nature of the alleged breach. If the breach is a type that can be cured, then the Agreement will be terminated ten (10) days after the giving of such notice if the breach is not cured.

Article 3 If this Agreement is terminated, whether with or without cause, then any advance payments that have been made but not yet earned shall promptly be returned to the School, and any payments that are owed for services that have been rendered, but have not been paid, shall promptly be paid.

Section 11
Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto, and contains all of the covenants and agreements between the parties. Each party acknowledges that no representation, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding on either party.

Section 12
Assignment

None of the rights or responsibilities that are the subject of this Agreement shall be assigned, in whole or in part, without the written consent of both parties.

Section 13
Modifications and Amendments

Any modification or amendment of this Agreement will be effective only if it is in writing and signed by both parties.

Section 14
Severability and Partial Invalidity

If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 15
Counterparts

This Agreement may be executed in counterparts, each of which shall be deemed an original, and taken together shall constitute one and the same instrument.

Section 16
Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Section 17
Mediation and Arbitration

If any dispute arises under this Agreement, the parties agree to mediate the dispute before a neutral mediator jointly chosen by them. If the dispute is not resolved by the mediation, then the parties agree to arbitrate the dispute under California Code of Civil Procedure section 1280, *et. seq.*, in proceedings administered by the American Arbitration Association.

Executed on _____ at San Francisco California.
[Date]

The League:

NCLRA

Commissioner
Title

Michael Forzano
President

EXHIBIT A**NCLRA FEE SCHEDULE**

Game Fees: Each school designated as the “home team” on the schedule provided to the NCLRA by the League shall pay to the NCLRA the sum outlined in the CCS fee schedule per official for its junior varsity games and per official for each of its varsity games per home game for home games in the 2019. For the 2019 through 2020 seasons the game fees shall be the maximum game_fees permitted by the CCS bylaws. The NCLRA, by its Assignor of Officials, shall use its best efforts to assign three officials for each varsity game, and two officials for each junior varsity game.

Travel Pay: The assignor has the authority, in his sole discretion, to charge travel fees for any officials traveling over 50 miles round trip. The rate for each official will be fifty cents (\$.50) per mile over 50 miles and shall not exceed \$75.00 per official. The assignor shall do his best to staff games without having to charge this additional travel fee.

Administrative Fees: In addition to the game fees, the School shall pay to NCLRA for its administrative expenses, an additional sum as follow:

1. **\$71.00** per game for each of its JV home games in 2022, and **\$57.00** per game for each of its Varsity home games in 2019. These fees may increase if additional officials are requested for a game.
2. These administrative fees shall be reasonably adjusted for the 2022-2025 season.

Fees for Changing Time or Place of a Game: If the Assignor is not notified of a change in the time or place of a game at least 48 hours in advance of the originally scheduled start time for the game, then the home team must pay the NCLRA an additional fee of \$20 if the Assignor does not have to change the officials assigned to the game, and \$40 if the Assignor does have to change the officials so that the game will be officiated at its new time or location.

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

SUBJECT: Contract for Services with Valerie Rhoades

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Valerie Rhoades

BACKGROUND:

This is an annual service.

INFORMATION:

Valerie Rhoades had been creating and repairing costumes for Pacific Grove High School musicals for many years and will be continuing this service. Sean and Michelle Boulware trust her work and ability to envision new and exciting additions to the musicals. This contract is for the 2022-23 school year.

FISCAL IMPACT:

No fiscal impact to the district. The \$1,000.00 stipend will be paid out of the PG Musicals ASB account. Wells Fargo Associated Student Body account.

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

CONSULTANT FULL NAME Valerie Rhoades

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School/Musicals

SUBMITTED BY Lito M. Garcia

ACCOUNT CODE #8994873977/555

FUNDING SOURCE Associated Student Body wells Fargo Bank Account/Sub account Musicals

AGREEMENT TOTAL AMOUNT \$1,000.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 5, 2021 between the Pacific Grove Unified School District (“District”) and Valerie Rhoades(“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a Costumer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: shopping for costume pieces and repair work
2. **Term.** Consultant shall commence providing services under this Agreement on February 1, 2023, and will diligently perform as required and complete performance by May 1, 2023.
3. **Compensation.** District agrees to pay \$1,000.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,000;00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Valerie Rhoades</u> |
| 435 Hillcrest Avenue | Address: <u>405 Locust Avenue Apt A</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Pacific Grove/CA/93950</u> |
| ATTENTION: Song Chin-Bendib, | Phone: 831-917-6713 |
| Assistant Superintendent/CBO | Email: <u>Rhoades4@comcast.net</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
23. **Submission of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

Signed Agreement

- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Services with Peninsula Sports Inc dba PSI

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Peninsula Sports Inc dba PSI

BACKGROUND:

Peninsula Sports Inc dba PSI is the company that is the administrator of the referees for our region using Arbiter.

INFORMATION:

This service is important for the sports program since it provides help to all districts in assigning referees to most games that are played at the high school level. The contract is for the 2022-23 school year.

FISCAL IMPACT:

There is no fiscal impact to the district. This service is paid for through the Wells Fargo Athletics Fund account. Not to exceed \$7,000.00.

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

CONSULTANT FULL NAME Peninsula Sports Inc.

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School – Athletics Department

SUBMITTED BY Lito M. Garcia

ACCOUNT CODE #1965169244/400

FUNDING SOURCE Athletic Department Fund – Wells Fargo Bank

AGREEMENT TOTAL AMOUNT To be paid at the rate of \$7,000.00 for the year

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 19, 2022 between the Pacific Grove Unified School District (“District”) and Peninsula Sport, Inc. (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a administrative support with scheduling and assigning referees for most games (except Lacrosse). Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Referee schedules and assignments.
2. **Term.** Consultant shall commence providing services under this Agreement on August 1, 2022, and will diligently perform as required and complete performance by May 30, 2023.
3. **Compensation.** District agrees to pay per sports season (Fall, Winter and Spring) to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$7,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Tom Emery</u> |
| 435 Hillcrest Avenue | Address: <u>1732 Fremont Blvd. Suite 200B</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Seaside/CA/93955</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>831-375-3301</u> |
| Assistant Superintendent/CBO | Email: <u>tom@psirefs.com</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

Signed Agreement

- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Services with Daniel Marquez dba DJ Dan Utica

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Daniel Marquez dba DJ Dan Utica

BACKGROUND:

DJ Dan Utica has been our DJ for many of our dances or events put on by the ASB Leadership.

INFORMATION:

DJ Dan Utica will be contracted for the school year starting August 1, 2022 – May 30, 2023 for \$900.00 per event.

FISCAL IMPACT:

There is no fiscal impact to the District. All monies are paid from the Wells Fargo Associated Student Body Account.

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

CONSULTANT FULL NAME Daniel Marquez dba DJ Dan Utica

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove High School/ASB

SUBMITTED BY Lito M. Garcia

ACCOUNT CODE Wells Fargo bank ASB – 8994873977/500

FUNDING SOURCE ASB

AGREEMENT TOTAL AMOUNT \$900.00 per dance for the 2022-23 school year (approximately 5 events)

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of May 4, 2022 between the Pacific Grove Unified School District (“District”) and Daniel Marquez/DJ Dan Utica (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a DJ. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Providing the play list for the dance, photo booth and lighting if needed
2. **Term.** Consultant shall commence providing services under this Agreement on August 1, 2022, and will diligently perform as required and complete performance by May 30, 2023.

3. **Compensation.** District agrees to pay \$900.00 per dance/event to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$900.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|---|
| Pacific Grove Unified School District | Name <u>Daniel Marque/DJ Dan Utica</u> |
| 435 Hillcrest Avenue | Address: <u>829 W. Union Avenue</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Modesto/CA/95356</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>209-872-9700</u> |
| Assistant Superintendent/CBO | Email: <u>djdanutica@hotmail.com</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

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

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

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

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

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

SUBJECT: Contract for Services with Jose Del Rio

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Jose Del Rio

BACKGROUND:

This is for Jose Del Rio – athletic trainer. He has been our trainer for the past four years.

INFORMATION:

Jose Del Rio’s contract is for the 2022-23 school year. Beginning August 2022- May 2023. Time sheets and invoices will be collected before payment will be issued.

FISCAL IMPACT:

The account that will be used is a district account. Budget is from the Athletic Trainer Account at the rate of \$20,085.00 to be paid out at \$2,085.00 per month for 10 months.

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

CONSULTANT FULL NAME Jose' Del Rio

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Athletic Department/Pacific Grove High School

SUBMITTED BY Lito M. Garcia

ACCOUNT CODE 01-0000-0-1176-4200-5820-00-006-8000-0720

FUNDING SOURCE Pacific Grove Unified School District

AGREEMENT TOTAL AMOUNT \$2,085.00 per month for 10 months (total budget \$20,085.00)

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made as of May 6, 2022 between the Pacific Grove Unified School District ("District") and Jose' Del Rio ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Medical Trainer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: medical services to all students athletes at sporting events.
2. **Term.** Consultant shall commence providing services under this Agreement on August 1, 2022, and will diligently perform as required and complete performance by May 30, 2023.
3. **Compensation.** District agrees to pay \$2,085.00 for 10 months for a total of \$20,085.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$20,085.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the

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

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

| <u>District</u> | <u>Consultant</u> |
|---------------------------------------|--|
| Pacific Grove Unified School District | Name <u>Jose' Del Rio</u> |
| 435 Hillcrest Avenue | Address: <u>237 Montecito Avenue Apt #11</u> |
| Pacific Grove, CA 93950 | City/State/Zip: <u>Monterey/CA/93940</u> |
| ATTENTION: Song Chin-Bendib, | Phone: <u>562-215-2667</u> |
| Assistant Superintendent/CBO | Email: <u>Delri105@gmail.chapman.edu</u> |

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

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **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.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submission of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

Signed Agreement

- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

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

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

SUBJECT: Contract for Services with Agile Sports Technologies dba HUDL for the 2022-23 School Year

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Agile Sports Technologies dba HUDL.

BACKGROUND:

For many years some of our sports teams have used this subscription to upload videos of games so that the players and coaches can analyze and re-watch games for training purposes. They also provide more than that and since we have been customers since before 2014 the price we have paid is less than other companies that provide this same service. They do not require contracts with schools. Schools can choose if they want to use this platform year to year just by paying or not paying for the yearly subscription. Included are the Agile Sports Technologies Terms and Conditions for more information.

INFORMATION:

The following teams use the HUDL platform - Football, Basketball (both Girls and Boys), Soccer (again both Girls and Boys), Wrestling and Lacrosse. Whenever the team wants to they can upload their own videos into the website and it is archived for later analysis by the coaches. Coaches can also share the videos through the HUDL website with the players use of a free APP. Coaches can add diagrams etc. linked directly to their videos.

FISCAL IMPACT:

The contract is for May 30, 2022 - May 29, 2023. The total cost will be \$1,999.00 but is to be shared with the teams that are using HUDL - using their ASB Athletics accounts. There is no cost to the District.



User Terms and Conditions

Welcome to Hudl, and thanks for accessing our services. The services available on and through this website (the “**Services**” and the “**Site**”) are provided by Agile Sports Technologies, Inc. (“**Agile**”).

Your use of the Services and relationship with Hudl is governed by these User Terms of Service (this “**Agreement**”). The relationship between Hudl and your organization is governed by the Organization Terms of Service (“**Organization Terms**”). By using the Services, you agree to be bound by this Agreement, whether you are a visitor, which means that you simply browse the Site or any of its applications, or you are a user with a registered account (“**Registered User**”). Agile may at any time in its sole discretion (i) modify this Agreement and such modification shall be effective once posted to the Site; (ii) change the Site, including eliminating or discontinuing any Services or other feature of the Site; and/or (iii) deny or terminate your use of and/or access to the Site.

You agree to be bound to any changes to this Agreement when you use the Services or access the Site immediately after any modification to this Agreement has been posted. It is therefore important that you review this Agreement regularly to ensure you are updated as to any changes.

The term “**User**” refers to any visitor to the Site or Registered User, unless provided otherwise. You are only authorized to use the Services if you agree to abide by all applicable laws, this Agreement and the Organization Terms, if applicable. Please read this Agreement carefully and save it. If you do not agree with it, you should leave the Site or any of its applications and discontinue use of the Services immediately. If you wish to become a Registered User, communicate with other Users, and make full use of the Services, you must read this Agreement and indicate your acceptance during the registration process.

PLEASE READ THESE TERMS OF USE CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE VARIOUS LIMITATIONS AND EXCLUSIONS, AND A DISPUTE RESOLUTION CLAUSE THAT GOVERNS HOW DISPUTES WILL BE RESOLVED.

1. Eligibility.

Use of Services is void where prohibited. By using the Services, you represent to us that (a) any registration information that you submit is truthful, accurate and otherwise owned by (or licensed to) you; and (b) your use of the Services does not violate any applicable law or regulation.

2. Registration.

Browsing of the Site's public pages is provided free of charge to any person. However, access to certain functionalities of the Site will require you to register with and/or provide certain information to us. We reserve the right to decline to provide Services to any person for any or no reason. When you sign up to become a Registered User, you will be asked to create a password. You are entirely responsible for maintaining the confidentiality of your password. You agree not to use the account, username, or password of another User at any time or disclose your password to any third party. You agree to notify us immediately if you suspect any unauthorized use of your account or access to your password. You are solely responsible for any and all uses of your account.

In order to participate in certain Services, you may be notified that you are required to download software or content and/or agree to additional terms and conditions. Any such additional terms are hereby incorporated by reference into this Agreement.

3. Limited License.

Agile authorizes you to copy materials on this Site to your hard drive solely for the purpose of viewing and using the Services on your computer. You may also print portions of the Site in hard copy for the sole purpose of facilitating your personal, noncommercial use and retention of information from the Site, provided, that (i) you must retain all trademark, copyright, and other proprietary notices contained in the original materials, (ii) you must provide attribution to Agile, and if possible provide a reference to the Site, (iii) the material must be printed in its entirety without modification, reformatting or adaptation of any kind, (iv) any such copies are subject to the terms and conditions of this Agreement and remain the property of Agile, and (v) you agree to advise any person to whom you share the materials as to this Agreement and they must agree to abide by this Agreement. You may not sell or modify the material or reproduce, republish, display, publicly perform, distribute, or otherwise use the material in any way for any public or commercial purpose other than through the Services or the Site. Unauthorized use of the Services for any other purpose is prohibited. You may not decompile, reverse engineer, disassemble, rent, lease, loan, sell,

sublicense, or create derivative works from the Site or the Services. Nor may you use any network monitoring or discovery software to determine the site architecture, or extract information about usage or users. You may not use any robot, spider, other automatic device, or manual process to monitor or copy our Site or its content without our prior written permission. Failure to abide by these conditions will immediately terminate this permission and may result in the infringement of the copyrights and/or trademarks and other proprietary rights of Agile or others.

4. User Content.

Except as provided in the Organization Terms or in this Agreement, Agile does not claim any ownership rights in the text, files, images, photos, video, sounds, musical works, works of authorship, or any other materials (collectively, "**Content**") that you post or upload to the Site and/or through the Services ("**User Generated Content**"). After posting or uploading your User Generated Content to the Site and/or through the Services, you continue to retain all your ownership rights in such User Generated Content except as set forth in the Organization Terms or in this Agreement.

You are solely responsible for any third party Content in your User Generated Content and for the use of the User Generated Content, including on our Site and through the Services. We reserve the right to remove such Content, your User Generated Content and/or any other content in our sole and absolute discretion.

In addition, the Site and/or Services may contain Content, under license to Agile from one or more third parties, in which you are featured and/or visible or which includes your name, nickname, professional name, image, likenesses, other identifications, and biographical material ("**User Featured Content**" and together, with User Generated Content, "**User Content**").

You hereby grant to us and our licensees, distributors, agents, independent contractors, representatives and other authorized users (collectively, the "**Agile Entities**"), a perpetual, non-exclusive, irrevocable, royalty-free, sub-licensable and transferable (in whole or part) worldwide license to all copyrights, trademarks, patents, trade secrets, privacy and publicity rights and other intellectual property rights you own or control to use, reproduce, transmit, display, exhibit, distribute, index, comment on, modify, create derivative works based upon, perform and otherwise exploit such User Content, in whole or in part, in all media formats and channels now known or hereafter devised (including, without limitation, on the Site or any related or affiliated sites, on third party web sites, cable networks and stations, broadband and wireless platforms, and or on any other products and services) for any and all purposes including entertainment,

news, advertising, promotional, marketing, publicity, trade or commercial purposes, all without further notice to you, with or without attribution, and without the requirement of any permission from or payment to you or to any other person or entity (the "**Content License**"). You appoint us as your agent with full power to enter into and execute any document and/or do any act we may consider appropriate to confirm, fully utilize, or enforce the grant of rights, consents, agreements, assignments and waivers set forth in this Agreement.

You represent and warrant to us that:

(i) you own the User Generated Content or otherwise have the legal right to post or transmit the User Generated Content in accordance with the terms of this Agreement,

(ii) the posting or other transmission of the User Generated Content on or through the Services or Site or otherwise by Agile or the Agile Entities does not violate the privacy rights, publicity rights, intellectual property rights (copyrights, patents, trademarks), contract rights or any other rights of any person or entity,

(iii) without limiting this Agreement, you have provided your consent to the use of User Featured Content to your school and/or applicable athletic organization from which Agile has obtained, directly or indirectly, such User Feature Content. To the extent that any of the User Content on the Site and/or Services features a child of User under the age of 18, User is deemed to have consented to the Content License on such child's behalf and the foregoing representations with regard to such Content, and such child shall also be deemed to be a User for purposes of this Agreement.;

(iv) you have no agreement with or obligations to any third party with respect to the rights herein granted which conflict or interfere with or adversely affect any of the provisions of this Agreement or the use or enjoyment by us of any of the rights herein granted. You have secured and will maintain all rights necessary for us to use and enjoy the rights herein granted. You have not sold, assigned, transferred or conveyed, and will not sell, assign, transfer, or convey, to any party any right, title, or interest in and to the rights herein granted or any part thereof, adverse to or in derogation of the rights herein granted to us; and

(v) If you are under eighteen (18) years of age, you further warrant and represent that you either: (I) are an emancipated minor, or (II) possess legal parental or guardian consent to enter into this agreement and use the site and services.

(vi) To the extent any "moral rights," "ancillary rights," or similar rights in or to the User Content exist and are not exclusively owned by us, you agree not to enforce any such rights as to us or the Agile Entities, and you shall procure the same agreement not to enforce from any others who may possess such rights. You agree to pay for all royalties, fees, and any other monies owing to any person or entity by reason of any User Content posted by you to or through the Services.

5. Infringing Content; Digital Millennium Copyright Act

We reserve the right to remove any User Content that is alleged to infringe the copyright of a third party or otherwise violates any third party rights and/or to suspend or terminate a User's access privileges in the event of repeat infringement by a User.

If you are a copyright owner or authorized agent and believe that your work has been copied and posted on the Services in a way that constitutes copyright infringement, or if you believe that your rights have otherwise been violated by the Services, you may submit a notification pursuant to the Digital Millennium Copyright Act ("DMCA") by providing our Copyright Agent with the following information in writing (see 17 U.S.C 512(c)(3) for further detail):

- (i) an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest or the person whose rights have been violated;
- (ii) a description of the copyrighted work that you claim has been infringed or the particular rights violated;
- (iii) if applicable, a description of where the material that you claim is infringing is located on the Site;
- (iv) your address, telephone number, and email address;
- (v) a written statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law or with regard to the rights violated; and

(vi) a statement by you, made under penalty of perjury, that the above information in your notice is accurate.

Our designated (“**Copyright Agent**”) to receive notifications of claimed infringement is Jasmine Kingsley, who may be contacted by email at legal@hudl.com or by mail at 600 P Street, Suite 400, Lincoln, NE 68508. If you believe that your User Content that was removed (or to which access was disabled) is not infringing, or that you have the authorization from the copyright owner, the copyright owner’s agent, or pursuant to the law, to post and use the material in your User Content, you may send a counter-notice pursuant to the DMCA containing the following information to the Copyright Agent:

- (i) your physical or electronic signature;
- (ii) identification of the User Content that has been removed or to which access has been disabled and the location at which the User Content appeared before it was removed or disabled;
- (iii) a statement that you have a good faith belief that the User Content was removed or disabled as a result of mistake or a misidentification of the User Content; and
- (iv) your name, address, telephone number, and e-mail address, a statement that you consent to the jurisdiction of the federal court in Nebraska, and a statement that you will accept service of process from the person who provided notification of the alleged infringement.

If a counter-notice is received by the Copyright Agent, Agile may, in its sole discretion, send a copy of the counter-notice to the original complaining party informing that person that it may replace the removed User Content or cease disabling it in 10 business days. Unless the copyright owner files an action seeking a court order against the User Content provider, member or user, the removed User Content may be replaced, or access to it restored.

6. Agile Intellectual Property.

The Site and the Services, as well as certain Content available therein (together, “**Agile Intellectual Property**”), are protected by copyright, trademark, patent, trade secret and other intellectual property laws in the United States and other countries, and Agile owns and retains all such rights in the Agile Intellectual Property.

Without limiting the foregoing, Agile, Hudl, the Hudl logo, are trademarks of Agile, protected under international law, the laws of the United States and other countries. Other parties' trademarks used, depicted or identified on this Site are the property of their respective owners, used here by permission, and may be registered in one or more countries. Use on this Site of the trademark(s) (including, but not limited to, names and logos) of any other party is not intended to imply Agile's affiliation with or endorsement of that party, or that party's sponsorship or endorsement of Agile and their products or services.

7. User Conduct.

You agree not to use the Services or the Site to take any action(s) that, (and your continued use of the Site and Services are conditioned on not taking any action(s) that):

patently offensive and promotes racism, bigotry, hatred or physical harm of any kind against any group or individual; harasses or advocates harassment of another person or group; exploits people in a sexual or violent manner; or contains nudity, violence, or offensive subject matter or contains a link to an adult website;

solicits personal information; provides any User telephone numbers, street addresses, last names, URLs or email addresses; involves the transmission of "junk mail," "chain letters," or "unsolicited mass mailing", "instant messaging", "phishing", "spimming" or "spamming"; contains restricted or password only access pages or hidden pages or images (those not linked to or from another accessible page);

promotes information that you know is false or misleading or promotes illegal activities or conduct that is abusive, threatening, obscene, defamatory or libelous; promotes an illegal or unauthorized copy of another person's copyrighted work, such as providing pirated computer programs or links to them, providing information to circumvent manufacture-installed copy-protect devices, or providing pirated music or video or links to pirated files;

furtheres or promotes any criminal activity or enterprise or provides instructional information about illegal activities including, but not limited to making or buying illegal weapons, violating someone's privacy, or providing or creating computer viruses;

involves commercial activities and/or sales without our prior written consent such as contests, sweepstakes, barter, advertising, or pyramid schemes;

are contrary to Agile's public image, goodwill, or reputation;

infringe on our or any third party's copyright, patent, trademark, trade secret or other proprietary rights or rights of publicity or privacy;

express or imply that any of your statements, activities or causes are endorsed by us, without our prior written consent in each instance;

transmit any trade secret or other material, non-public information about any person, company or entity without the authorization to do so;

"frame" or "mirror" any part of the Site without our prior written authorization;

distribute any virus, worm or other similar or deleterious files, scripts or programming routines;

interfere with or disrupt any services or equipment with the intent of causing an excessive or disproportionate load on the infrastructure of Agile or its licensors or suppliers;

forge headers or otherwise manipulate identifiers in order to disguise the origin of any submission; and/or

execute any form of network monitoring or run a network analyzer or packet sniffer or other technology to intercept, decode, mine or display any packets used to communicate between the Website's servers or any data not intended for you.

Further, you agree not to use the Services or the Site to participate in:

criminal or tortious activity, including child pornography, fraud, trafficking in obscene material, drug dealing, gambling, harassment, stalking, spamming, spimming, sending of viruses or other harmful files, copyright infringement, patent infringement, or theft of trade secrets or violation of the privacy or publicity rights of third parties;

advertising to, or solicitation of, any User to buy or sell any products or services through the Services. You may not transmit any chain letters or junk email to other Users. This is also a violation of these rules

to use any information obtained from the Services in order to contact, advertise to, solicit, or sell to any User without their prior explicit consent. In order to protect our Users from such advertising or solicitation, Agile reserves the right to restrict the number of emails that a User may send to other Users;

You agree not to use the Services or the Site in any manner that violates or is otherwise not in accordance with the terms of the subscription package in which you are currently enrolled (“Account”). Any violation of the following usage rules may result suspension of the Services and/or loss of Account access:

Each Account may be utilized by one “Team,” meaning one gender of one sport, from one institution (either a school or a club).

Only one sport is permitted per Account. For example, Basketball film cannot be uploaded to a Football account and vice versa.

Only one gender is permitted per Account, regardless of sport. For example, Girls’ Basketball cannot upload film to the Boys’ Basketball account and vice versa.

Each Team is permitted to subclassify into “Sub-Teams.” The number of Sub-Teams per Account shall be as follows:

Club & Youth: 1 Team per Account; 0 Sub-Teams. For example, a Football team for 12U may only upload 12U film. 11U and 10U would require separate Accounts, though they may be associated under the same organization.

High School: 1 Team per Account; 4 Sub-Teams. For example, Boys’ Football may have separate Sub-Teams for the Freshman, Sophomore, JV and Varsity rosters.

College: 1 Team per Account; 2 Sub-Teams. For example, Men’s Football may subclassify into separate Sub-Teams for (a) starters and reserves or (b) offense and defense.

If a Team has not used its full Sub-Team allotment, it may not use those extra Sub-Team allotments to upload film from another sport, as this would constitute a separate Team requiring its own Account.

You agree not to attempt to impersonate another User or other individual, and you acknowledge that the Services are for public and not private communications and that you have no expectation of privacy with regard to any User Content. We cannot guarantee the security of any information you disclose; you make such disclosures at your own risk. Also, you should be skeptical about information provided by others, and you acknowledge that the use of any User Content on this Site is at your own risk.

If you become aware of misuse of the Services by any person, please contact Agile at legal@hudl.com. Agile reserves the right, in its sole discretion, to reject, refuse to post or remove any posting (including private messages) by you, or to restrict, suspend, or terminate your access to all or any part of the Site or Services at any time, for any or no reason, with or without prior notice, and without liability.

You agree to indemnify and hold Agile, the Agile Entities, and their subsidiaries, and affiliates, and their respective officers, agents, partners and employees, harmless from any loss, liability, claim, or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your use of the Site and Services in violation of this Agreement and/or arising from a breach of this Agreement and/or any breach of your representations and warranties set forth above and/or if any User Content posted on the Site or through the Services causes Agile to be liable to another third party or User.

8. Privacy.

You agree to the terms of the Agile Privacy Policy, as it may be updated from time to time, a copy of which is posted on the Site.

9. Links to Other Sites.

The Site contains links to web sites not operated or maintained by Agile. These links are provided solely as a convenience to you and not as an endorsement by Agile of the contents of such third party web sites. Agile is not responsible for the content of the sites of others and makes no representation regarding the content or accuracy of materials on such sites. If you decide to access linked third-party web sites, you do so at your own risk, and waive any and all claims against Agile regarding the inclusion of links to outside web sites or your use of those web sites.

10. Disclaimers.

DISCLAIMERS OF WARRANTIES: AGILE DOES NOT WARRANT THAT THE SITE OR SERVICES WILL OPERATE ERROR-FREE OR THAT THIS SITE AND ITS SERVER ARE FREE OF COMPUTER VIRUSES AND/OR OTHER HARMFUL MATERIALS. IF YOUR USE OF THE SITE OR THE SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, AGILE IS NOT RESPONSIBLE FOR THOSE COSTS. THE SITE AND SERVICES ARE PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES OF ANY KIND. AGILE, TO THE FULLEST EXTENT PERMITTED BY LAW, DISCLAIMS ALL WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTIES RIGHTS, AND THE WARRANTY OF FITNESS FOR PARTICULAR PURPOSE. AGILE MAKES NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES.

DISCLAIMER OF CONSEQUENTIAL DAMAGES: EXCEPT AS OTHERWISE REQUIRED BY APPLICABLE LAW, NEITHER AGILE NOR THE AGILE ENTITIES OR THEIR DIRECTORS, EMPLOYEES, LICENSORS, CONTENT PROVIDERS, AFFILIATES OR OTHER REPRESENTATIVES WILL BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL AND EXEMPLARY DAMAGES, ARISING FROM THE USE OF THIS SITE AND SERVICES, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

REMEDY: IF YOU ARE DISSATISFIED WITH THE SERVICES, YOUR EXCLUSIVE REMEDY SHALL BE TO CEASE USING THE SERVICES.

Some U.S. states and foreign countries do not permit the exclusion or limitation of implied warranties or liability for certain categories of damages. Therefore, some or all of the limitations above may not apply to you to the extent they are prohibited or superseded by state or national provisions. Agile makes no representation of any kind with respect to the applicability and enforceability of laws or policies of countries other than the United States over the content of this site and the provisions of this Agreement.

II. Dispute Resolution.

This Agreement shall be interpreted, construed and governed by the laws of the State of Nebraska, USA, without reference to its laws relating to conflicts of law and not including the provisions of the 1980 United Nations Convention on Contracts for the International Sale of Goods. Venue for all disputes arising under this Agreement shall lie exclusively in the District Courts of the State of Nebraska in Lancaster County or the Federal District Court of the District of Nebraska (as

permitted by law) and each party agrees not to contest the personal jurisdiction of these courts. Notwithstanding the foregoing, however, Agile shall have the right to commence and prosecute any legal or equitable action or proceeding before any non-U.S. court of competent jurisdiction to obtain injunctive or other relief.

12. Other Miscellaneous Terms.

Should any clause of this Agreement be found unenforceable, wherever possible this will not affect any other clause and each will remain in full force and effect. Agile's failure to expressly enforce any provision of this Agreement does not waive its rights to enforce that or any other provision. Agile may assign, transfer, or delegate this Agreement or any right or obligation or remedy hereunder (in whole or in part) in its sole discretion.

13. NCAA Regulations / Other Regulations.

Agile is in no way affiliated with or sponsored by the NCAA. You are responsible for your own activities in connection with the Site, including your use of the Services. Accordingly, you are responsible for knowing and complying with the NCAA's rules, regulations, and laws or other similar rules, regulations, and laws (collectively, "NCAA Regulations"). Agile is not responsible if you do not abide by NCAA Regulations (or any other similar rules or regulations) in connection with your use of the Site, and/or Services. If you act in violation of the NCAA Regulations, Agile may take reasonable steps in response, including, but not limited to, termination of your access to and use of the Site and/or reporting of such conduct to the NCAA, the authorities, or other appropriate entity. Agile does not knowingly promote any violations of NCAA Regulations (or any other similar rules or regulations).

14. Notice for California Users

Under California Civil Code Section 1789.3, California Website users are entitled to the following specific consumer rights notice: The Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs may be contacted in writing at 1625 N. Market Blvd., Suite S-202, Sacramento, California 95834, or by telephone at (800) 952-5210.

Updated April 5, 2019

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

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

SUBJECT: Contract for Services with MTH Photo Booth at Forest Grove Elementary School

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Buck Roggeman, Forest Grove Elementary School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with MTH Photo Booth to provide service to provide a Photo Booth at Forest Grove Elementary School.

BACKGROUND:

Forest Grove holds Falcon Fest every year for students to enjoy the end of the year.

INFORMATION:

MTH Photo Booth will provide a photo booth from 12:15pm to 3:15pm. Pictures taken will be given to the students.

FISCAL IMPACT:

PTA will donate funds to pay for the contract of \$500.00.

MTH Photo Booth Contract

CONSENT HH

E-mail: martinthehitman@sbcglobal.net / 831.722.8460 / 81 Las Lomas Drive - Royal Oaks, Ca. 95076

The following contract and its terms will set forth an agreement between MTH Photo Booth (Provider) and (the parties), for photo booth services for an event taking place on Friday, May 20, 2022 (date) at Forest Grove Elementary School (location). This written contract sets forth the full, written intention of both parties and supersedes all other written and/or oral agreements between the parties' Pacific Grove Unified School District (PGUSD) and MTH Photo Booth. "MTH" stands for Martin The Hitman.

SERVICE PERIOD

The Service Period will be from these times on. This agreement guarantees that MTH Photo Booth crew requests that they be permitted 60-90 minutes before the engagement and at least 90 minutes after the engagement for setup and takedown. MTH Photo Booth crew also requests ramp or elevator access between the parking/service entrance and the setup area. If the venue requires setup or takedown in less time, or if equipment must be carried upstairs or lifted onto a stage to reach the setup area, additional labor will be charged at the rate of \$150.00. If client or venue requires MTH Photo Booth to complete setup more than one hour before the start time, or to postpone takedown more than half hour after the end time indicated, the additional time will be charged at the rate of \$150.00 per hour

Provider agrees to have MTH Photo Booth operational for a minimum of 80% during this period; occasionally, operations may need to be interrupted for maintenance of the Photo Booth (changing photo paper, adjusting camera or lighting, adjusting printer, etc.). We are not responsible in reference to weather when the event is held outside or in the event the facility is too dark or lights may not be turned down. Or extreme DJ lighting directed towards the booth. We will make every effort to do our best to give you a quality print.

It is understood that if this is a "Rain or Shine" event, MTH Photo Booth compensation is in no way affected by inclement weather. For outdoor events, Client shall provide overhead shelter for setup area. The MTH Photo Booth crew reserves the right, in good faith, to stop or cancel the performance should the weather pose a potential danger to them, or the equipment. Every effort will be made to continue the event. However, safety is paramount in all decisions. MTH Photo Booth compensation will not be affected by such cancellation.

PAYMENT

A non-refundable retainer in the amount of \$200 is due upon signing of this contract. The remaining amount is due 10 days prior to your event. We accept Checks, Cashier Checks, Visa, MasterCard, Discover, American Express and PayPal. There is a 3.8% fee charged, if paid by credit card. We do not secure your date on our calendar until the deposit is received.

If the rental time period exceeds the service period agreed to in the invoice below, the overage in rental time will be billed to the operator at the hourly rate of \$200 per hour, billed in half-hour increments of \$100. Payment for any overage in time must be paid before additional hours are provided.

Client agrees that in addition to any and all other legal rights and remedies Provider may have, Client will pay a \$35.00 fee for any and all returned checks.

MTH Photo Booth Contract

CONSENT HH

E-mail: martinthehtman@sbcglobal.net / 831.722.8460 / 81 Las Lomas Drive - Royal Oaks, Ca. 95076

Children under 10 must be accompanied by adult.

If Props are being abused or mishandled, we will remove them from the event. If Props are taken there will a charge depending on what is taken starting at \$10 and up, _____ Initials

MISCELLANEOUS TERMS

If any provision of these terms shall be unlawful, void, or for any reason unenforceable under Contract Law, then that provision, or portion thereof, shall be deemed separate from the rest of this contract and shall not affect the validity and enforceability of any remaining provisions, or portions thereof. This is the entire agreement between Provider and Client relating to the subject matter herein and shall not be modified except in writing, signed by both parties. In the event of a conflict between parties, Client agrees to solve any arguments via arbitration. In the event Provider is unable to supply a working photo booth for at least 80% of the Service Period, Client shall be refunded a prorated amount based on the amount of service received. If the printer or system fails to take photo or print out photos on site the Provider will print all the photos taken after the printer has stopped working and will mail or meet with party contracted this agreement.

Due to current Covid protocols if a test is required 72 hours prior to event and for some unfortunate chance it is to come out positive. MTH Photo Booth will do everything possible to obtain coverage for your event. If not MTH Photo Booth will issue a full refund for total paid.

PROOF

You will receive a proof for your approval by email. We ask that you respond back to us within 24 hours this is your acknowledgement that you have viewed your strip or 4x6 photo. This will inform us, if there are changes needed. If we do not receive a response in 24 hours you are acknowledging that the proof is to your satisfactory.

Email proof to the following address: hpate1@pgusd.org

Phone _____
Cell number that we can ^{call} text you stating that proof was sent: 831-646-6560

| | |
|--|---|
| What type of prints? | 2x6 Strips <input checked="" type="checkbox"/> or 4x6 print _____ How many picture? 3 _____ or 4 <input checked="" type="checkbox"/> |
| What would you like your print to say? | Forest Grove Elementary School Falcon Fest 2022 |
| What color background would you like? | Off white with the flag bunting from the flyer. |

MTH Photo Booth Contract

CONSENT HH

E-mail: martinthehitman@sbcglobal.net / 831.722.8460 / 81 Las Lomas Drive - Royal Oaks, Ca. 95076

| | |
|----------------------|--|
| Contract information | Pacific Grove Unified School District FOREST GROVE ELEMENTARY |
| Address | 1065 CONGRESS AVE. |
| City, State, Zip | Pacific Grove, CA 93950 |
| Cell Phone Number | 831-646-6560 |
| E-mail | hpatel@pgusd.org |

Event & Location Information

| | | |
|----------------------|--|-------------|
| Date & Type of Event | Friday, May 20, 2022 & School Carnival/Falcon Fest | |
| Contact Person | Hetal Patel | |
| Address | 1065 Congress Avenue | |
| City, ST., Zip Code | Pacific Grove, CA 93950 | |
| Start Time: | 12:15pm | Total Hours |
| End Time: | 3:15pm | 3 |

| Photo Booth Packages | 2hours | 3 hours | 4 hours | Total |
|---|--------|---------|-----------|-----------|
| | \$400 | \$600 | \$800 | 600.00 |
| SmugMug Online Gallery – Password yes or no | | | | no |
| Digital Images on USB | | | \$65.00 | no |
| Props- Limited to Signs Only Due to Covid | | | No Charge | No Charge |
| Booth Colors to choose from: Teal, Hot Pink, White, Red, Black, Deep Purple, Lilac, Coral, Blue, | | | | N/A |
| Inside Curtain Color | | | | |
| EXTRA'S: | | | | |
| Scrapbook (Includes: 4X6 print ,12x12 up to 10 pages in plastic, additional pages will be insert in the back of the book, Pens & Double Stick Tape) | | | \$100 | no |
| Colonial Columns with Standard White Curtain or Sheer Booth | | | \$160 | no |
| Idle Time (If you want us to arrive more than 1 hour prior) | | | \$85 | no |
| Insurance Certificate listing the venue | | | \$100 | no |
| Promotion Discount: | | | | -100 |
| Total | | | | 500.00 |
| Deposit | | | | 200 |
| Balance Due 10 days prior | | | | 300.00 |

CHECKS SHOULD BE MADE PAYABLE TO MTH Photo Booth

Signature: _____ Date: _____

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

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

SUBJECT: Contract for Services with Kona Ice of Monterey & Salinas at Forest Grove Elementary School

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Buck Roggeman, Forest Grove Elementary School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Kona Ice of Monterey & Salinas. to provide service of Shaved ice at Falcon Fest on May 20, 2022 at Forest Grove Elementary School.

BACKGROUND:

Forest Grove holds Falcon Fest every year for students to enjoy the end of the year.

INFORMATION:

The Vendor will provide their own equipment. Kona Ice will be responsible for leaving the area in the same condition as they found it. Kona Ice will serve up to 450 shaved ice from 12-3pm.

FISCAL IMPACT:

PTA will donate funds to pay for the contract of \$1100.

[Kona Ice of Monterey & Salinas](http://kona-ice.com) | p. 831.757.7777 | e. MontereySalinas@kona-ice.com

Name of the Event: __ School Treat

Date of Event: __05.20.2022

Cost: \$95.00 non refundable booking fee

Vendors must provide their own equipment ie: canopies, tables, chairs etc.

Kona Ice will be at the event from 12pm - 3pm for set up and serving time: May stay a little longer as needed.

Vendors are responsible for leaving the area in the same condition as they found it.

COMPANY: __Forest Grove Elementary School

CONTACT PERSON: __Hetal Patel

ADDRESS: _1065 Congress Ave, Pacific Grove, Ca 93950

PHONE: __714-932-2545

EMAIL: __hpatel@pgusd.org

Description of items to sell: _Shaved Ice

Purchase Information: Kona Ice will serve up to 450 Konas plus staff for a total of \$1100

Vendor Day of Contact Information

Name: Kim Aalberg

Phone Number: 831-757-7777

Email: MontereySalinas@kona-ice.com

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

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

SUBJECT: Contract for services with F.A.S.T. Translations

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with F.A.S.T. Translations.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Previously budgeted. Up to \$6,000

School Funding Source: Student Services

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

F. A. S. T. Services for services rendered as specified below.

1. Scope of Service:

To provide translation services to parents and guardians in languages other than English.

2. Evaluation and/or expected outcome(s): Parents speaking languages other than English will have a thorough understanding of the school community, their child’s academic progress, and the special education program and process, and will be able to participate in IEP meetings.

3. Length of the Contract:

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

July 1, 2022-June 30, 2023

4. Financial Consideration:

Consultant to be paid at the rate of:

\$90.00/hr for Spanish, \$130-\$150.00 for other languages, with a 2 hr. minimum assignment plus the IRS mileage reimbursement rate if traveling from out of the area. Cancellation policy; 24 hour notice for Spanish, 48 hour notice for other languages.

Contract not to exceed \$6,000.00

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

Consultant: F.A.S.T. Services

Address: 115 Capitol Street, Salinas, CA 93901

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 _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

- (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

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

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

SUBJECT: Contract with Planned Parenthood Mar Monte

DATE: May 19, 2022

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

RECOMMENDATION:

It is recommended that the Board approve the contract with Planned Parenthood.

BACKGROUND:

Planned Parenthood offers relationships and sex education sessions to secondary students with moderate to severe disabilities utilizing specialized curriculum and materials. A parent preview session is conducted prior to the student sessions to inform parents and obtain their consent.

INFORMATION:

Students and parents from PGMS, PGHS and the Transition Program will be invited to participate in the Planned Parenthood education sessions covering the following topics; reproductive anatomy, relationships, boundaries, consent and safer sex. Parents will attend a preview session and give consent. Students will attend three education sessions.

FISCAL IMPACT:

Previously budgeted. \$500
 School Funding Source: 01-5640-0-1110-1000-4300-00-000-3000-0740
 LEA restricted 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

Planned Parenthood Mar Monte-Coast Region for services rendered as specified below.

1. **Scope of Service:**
To provide one parent preview and consent session and three sex and relationship education sessions to secondary special education students that require a modified curriculum.
2. **Expected outcome(s)**
Students with disabilities will participate in three education sessions covering such topics as; reproductive anatomy, relationships, boundaries, consent, safer sex.
3. **Dates of Service:**
Services will be provided in during the 2022/2023 school year; date to be determined.
One-Parent preview and consent session
Three-Student education sessions
4. **Financial Arrangements:**
\$500 to be paid from LEA restricted funds
School Funding Source: 01-5640-0-1110-1000-4300-00-000-3000-0740

Consultant: Planned Parenthood Mar Monte

Address: 316 Main Street, Salinas, CA 93901

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.

X 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

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

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

SUBJECT: Contract with Linda Shingu, Speech and Language Pathologist (SLP)

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract with Linda Shingu, SLP to provide students on Individual Education Plans with speech and language therapy sessions during the Extended School Year (ESY).

BACKGROUND:

The school district requires the provision of speech and language therapy sessions to students on IEPs that attend ESY.

INFORMATION:

Linda Shingu, SLP will provide speech and language therapy sessions for students on IEPs that are attending ESY.

FISCAL IMPACT:

Previously Budgeted, \$5850.

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 Linda Shingu, SLP for services rendered as specified below.

- 1. **Scope of Service:**
To provide: Speech and Language Therapy Services for students on Individualized Education Plans who are attending Extended School Year (ESY).
- 2. **Evaluation and/or expected outcome(s)**
A qualified Speech and Language Therapist will provide Speech therapy services as per students' Individualized Education Plans.
- 3. **Length of the Contract:**
June 13, 2022 through June 30, 2022
- 4. **Financial Consideration:**
Speech and Language services at \$100 an hour totaling \$6300
School Funding Source: 01- 6500- 0- 5760- 3150- 5800- 00- 000- 2645- 0740

Consultant: Linda Shingu, SLP

Address: P.O. Box 3164 Monterey, CA 93942

Signed _____ Date _____
↑ ↑ 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 _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

- (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

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

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

SUBJECT: Contract for services with SNS Interpreting-Sign Language Interpreter

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Sharon Neumann Solow MA, CSC, SC:L, to provide sign language interpretation as needed for students and families.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

\$250 an hour, not to exceed 16 hours, totaling \$4000

School Funding Source: Unrestricted Contracts Pupil Services

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue
Pacific Grove, CA 93950
CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Sharon Neumann Solow, MA, CSC, SC:L (doing business as SNS Interpreting) for services rendered as specified below.

- 1. Scope of Service: To provide sign language interpretation services as needed for meetings, teacher conferences and school events.
2. Evaluation and/or expected outcome(s): PGUSD will maintain compliance with the Americans with Disabilities Act by providing the needed support for individuals who require sign language interpretation.
3. Length of the Contract: Service is to be provided on the following date(s): SY 2022-2023. August 4, 2022 – June 30, 2023
4. Financial Consideration: \$250 an hour, not to exceed 16 hours, totaling \$4000
School Funding Source: Unrestricted Contracts Pupil Services
*Account Code: 01-0000-0-1110-3140-5800-00-000-5400-0750

Consultant: Sharon Neumann Solow dba SNS Interpreting
Address: 1184 Arroya Dr., Pebble Beach, CA 93953

Signed _____ Date _____
[] District Employee [X] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

[] Contracted work was assigned using District’s normal employment recruitment process.
[X] 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 _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) 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

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

SUBJECT: Contract for Services with Silke Communications

DATE: Board Meeting Date

PERSON(S) RESPONSIBLE: Barbara Martinez, Safety Director

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with Silke Communications for Service and Maintenance Agreement for the 2022-2023 school year.

BACKGROUND:

This is a new service and maintenance agreement with Silke Communications. Periodically, district and site radios need repair or battery replacement. With this service agreement, site leaders may utilize this streamlined plan for routine maintenance.

INFORMATION:

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

FISCAL IMPACT:

The cost for the service and maintenance agreement for the 2022-2023 school year is not to exceed \$2,000.00 and has been budgeted in the safety fund.

Service and Maintenance Agreement



Desired Service and Maintenance

- Customer-owned mobile, portable radios, and/or pagers
- Customer-owned repeater equipment on Silke sites
- Customer-owned repeater equipment in other location
- FleetPeak Service Basic Plus Pro
- Other equipment as specified below or in attachment

Length of Service

The term of this agreement shall begin 4/1/2022 and shall continue: 4/1/2023

- Five Years Four Years Three Years Other 1 YEAR PROMO

Provided Service and Maintenance

| | | | | | |
|--|----------|---|----------|---|-----------------|
| Mobile Radios | 8 | @ | \$ 8.00 | = | \$ 64.00 |
| | Quantity | | Per Unit | | Line Total |
| Portable Radios | | @ | \$ 6.00 | = | \$ 0.00 |
| | Quantity | | Per Unit | | Line Total |
| Repeater equipment located at a Silke site | | @ | | = | \$ 0.00 |
| | Quantity | | Per Unit | | Line Total |
| Repeater equipment not at a Silke site | | @ | | = | \$ 0.00 |
| | Quantity | | Per Unit | | Line Total |
| Total Monthly Charge | | | | | <u>\$ 64.00</u> |

Additional Information:
 Basic program includes: Annual Audit + Related Adjustments, Shipping & Travel Time and All Labor.
 The charges are included on the estimate.
THIS IS ONLY FOR THE BASE STATIONS AT; DO, M&O, FGES, RHDES, MS, HS COMM HS & ADULT ED

Customer hereby enters into this Agreement with Silke Communications Inc., for service and maintenance as stated above, subject to the terms and conditions as included here in.

Pacific Grove USD - Safety

Customer Name: Barbara Martinez Signature: _____

Printed Name and Title: _____ Date: _____

Customer Address: 435 Hilcrest Ave Pacific Grove CA 93950

Telephone: Direct 831.646.6580 x426 City: _____ State: _____ Zip Code: _____

E-mail: Barbara Martinez <bmartinez@pgusd.org>

TERMS AND CONDITIONS

This Agreement between Silke Communications ("Silke") and Customer is subject to the following terms and conditions: CONSENT NN

A. Terms applicable to both FleetNet™ and FleetPeak™. The terms in this Section A apply to both FleetNet and FleetPeak agreements:

- 1. **Definitions.** "Silke" shall mean Silke Communications, "Customer" shall mean and apply to, the User, or the Purchaser, or the FCC Licensee, of the equipment that is subject to the terms of this Agreement.
- 2. **Payment.** Charges for regular monthly service shall be paid in monthly installments, beginning on the fifth day of the month following execution of the Agreement, and on the fifth day of each succeeding month throughout the term hereof, at 3 Crow Canyon Ct., Suite 100, San Ramon, CA 94583, or at such other place as Silke may designate from time to time. All other charges shall be paid upon billing. Any charge not paid within ten days of its due date shall be considered overdue and in addition to other remedies, a late payment charge equal to ten percent (10%) per month on any overdue amount may be levied. A returned check charge of up to \$25 may also be levied.
- 3. **Renewal.** At the conclusion of the term of this Agreement, it shall continue on a month-to-month basis provided that either Silke or Customer may terminate this Agreement on the conclusion of the term or thereafter upon 30 days written notice to the other party. The total monthly charges shall increase each year on the anniversary date of this Agreement by 3% over the previous year's charges.
- 4. **Disclaimer.** Silke disclaims any and all warranties, express or implied, including but not limited to implied warranties of merchantability or fitness for a particular purpose. Silke does not warrant that the Equipment will work perfectly, that it will not need occasional upgrades or modifications, or that it will not be negatively affected by network-related modifications, upgrades or similar activity.
- 5. **Interruption of Service.** Customer shall notify Silke in the event of the failure or malfunction of the Equipment, after which Silke agrees to respond in a commercially reasonable manner. However, Silke shall have no liability for unsatisfactory communications service experienced by Customer for any reason whatsoever, including but not limited to acts of god, war, civil unrest, circumstances beyond our control, or customer negligence.
- 6. **Limitation of Liability.** Each party hereby agrees to limit claims against the other solely to direct damages and waives the right to claim any damages that are indirect, special, consequential, incidental, treble or punitive. For example, disallowed damages include those arising out of a service or device failure, or unauthorized access or changes to Customer's account or device. This limitation and waiver will apply regardless of the theory of liability. It also applies to any claims against Silke's suppliers, to the extent Silke would be required to indemnify the supplier for the claim.
- 7. **Billing Disputes.** Customer may dispute its bill within 60 days of receiving it, but unless otherwise provided by law, Customer is required to pay all charges until the dispute is resolved. Customer may telephone Silke to dispute charges, but to preserve the right to proceed to arbitration Customer must give written notice of the dispute at least 30 days in advance of initiating arbitration. The written notice must describe the nature of the dispute and the relief being sought. Failure by Customer to provide written notice of a dispute within 60 days of Customer's receipt of the billing shall constitute a waiver of the right to dispute the bill.
- 8. **Notices.** Any notice required or permitted to be given under this Agreement shall be given in writing and shall be deemed given and received three (3) days after deposit in the United States mail, certified mail, postage prepaid, and return receipt requested to the Customer's address stated in this Agreement, or to Silke at 3 Crow Canyon Ct., Suite 100, San Ramon, CA 94583. Either party may notify the other party of its change of address by giving notice by regular first class mail in accordance with this provision.
- 9. **Remedies.** If Customer fails to pay any amount due under this Agreement within ten (10) days after the same is due and payable, or if Customer fails to perform any other obligation under this Agreement, Silke shall have the right to exercise any one or more of the following remedies: To declare the entire amount of overdue charges hereunder immediately due and payable; to recover all other payments, then accrued or thereafter accruing, including any early termination fee pursuant to Section 10; to terminate this Agreement; or to pursue any other remedy at law or in equity. Notwithstanding any termination or any other action which Silke may take, Customer shall be and remain liable for the full performance of all obligations on the part of the Customer to be performed under this Agreement. All of Silke's remedies are cumulative, and may be exercised concurrently or separately.
- 10. **Termination.** Except as set forth herein, this Agreement shall remain in effect for its entire stated length of service, and Customer has no right of early termination. In the event of a default by Customer before the end of the term of this Agreement, Customer shall pay an early termination fee equal to the remaining balance owed on the contract. For non-Silke owned equipment, Customer will be subject to a termination fee equal to the remaining period of the service agreement at the Silke's sole discretion.
- 11. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement, including without limitation, the making, performance, or interpretation of this

Agreement, shall be settled by arbitration in accordance with the laws governing arbitration of disputes in the state whose governing law applies to this Agreement, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. The arbitration shall be initiated by the moving party through a private arbitration service and, unless otherwise agreed, held before a single arbitrator in the county in which Customer's principal office is located. The arbitrator shall be selected by the private arbitration service's procedures, and need not be an attorney.

- 12. **Legal Fees.** In the event of any proceeding to enforce any of the terms of this Agreement, the prevailing party shall be awarded such sum as the arbitrator may adjudge reasonable as attorney fees and costs, including the costs of arbitration, in such arbitration and in any appeal therefrom.
- 13. **No Waiver.** Failure or delay on the part of Silke to exercise any right, power, or privilege hereunder shall not operate as a waiver of any other term or the waiver of the same term at any other time.
- 14. **Governing Law.** This Agreement shall be interpreted in accordance with the laws of the state in which this Agreement is executed.
- 15. **Severability.** If any portion of this agreement is declared invalid, the remainder of this Agreement shall continue to be binding upon the parties.
- 16. **Entire Agreement.** This Agreement (including Sections B or C, as applicable, and any documents referred to herein) constitutes the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersedes all prior understandings and agreements, whether written or oral, among the parties with respect to such subject matter.

B. Terms applicable only to FleetPeak. The terms in this Section B apply only to FleetPeak agreements:

- 17. **FleetPeak Equipment.** "Equipment" means radios and related apparatus that are subject to maintenance by Silke and includes Customer-owned radio equipment.
- 18. **Maintenance.** Silke will provide maintenance on the Equipment during the term of this Agreement at levels necessary to provide communication service in accordance with the options selected under the FleetPeak tiers. Manufacturer parts or parts of equal quality will be used, oil, water, dust and foreign substances will be removed from the Equipment; routine maintenance procedures will be followed; and all maintenance work will be done by qualified technicians. The Equipment will be inspected and adjusted periodically as required. Maintenance service does not insure uninterrupted operation of the Equipment. As based upon the FleetPeak tiers, maintenance shall include only the labor and parts required to repair Equipment which has become defective through normal wear and usage. Maintenance and repair charges for all other defects shall be the responsibility of Customer.
- 19. **Time and Place of Maintenance.** Maintenance on the base station and other fixed Equipment shall be performed at the location of the Equipment during normal business hours (unless alternates locations and times are specified herein), and the Customer shall furnish heat, light, and power at the location. Mobile units and removable Equipment shall be delivered by the Customer to a location designated by Silke.
- 20. **Exclusions.** This Agreement does not include:
 - a. Maintenance of any transmission line, antennas, tower, or tower lighting, unless such work is described in this Agreement. Such maintenance may be furnished upon request at mileage, materials, and labor rates existing at the time of each call.
 - b. Repair or replacement of Equipment which has otherwise become defective or obsolete, including, but not limited to, damage caused by accidents, physical abuse or misuse of the Equipment, fire, excessive exposure to water, or acts of God.
 - c. Extensive maintenance or replacement of Equipment due to interference, intermodulation, or other degrading signals causing poor service that the Equipment is not designed to reject.
 - d. Maintenance or service necessary due to improper installation of Equipment performed by the Customer, its agents or employees.
 - e. Maintenance of Antennas and line kits, microphones, external speakers, portable radio batteries, speaker-microphones, chargers, or base station radio power supplies, unless such maintenance is specifically described in this Agreement.
 - f. Maintaining or providing any AC or DC power back-up systems, batteries, rectifiers, solar panels, generators, unless such maintenance is specifically described in this Agreement.
 - g. Maintenance due to damage resulting from excessive exposure to water.
- 21. **FCC Records.** Application and statements of fact when required by the Federal Communications Commission must be subscribed and sworn to by Customer, and Customer is responsible for meeting FCC requirements. However, Silke will provide Customer with forms, advice, and technical assistance, including frequency, modulation and power measurements, to aid in meeting those requirements.

Read and Approved: _____ Date: _____

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

SUBJECT: Approval of The Tentative Agreement with The California School Employees Association (CSEA) for 2021-22

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) for 2021-22

BACKGROUND:

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

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and CSEA.

The Pacific Grove Unified School District (District) and the Classified School Employees Association and its Pacific Grove Chapter 229 (“CSEA”) (collectively referred to as “the parties”) agree to the following items (“Agreement”) to close negotiations for the 2021-2022 school year:

1. Article II, Wages

For the 2021-22 school year, the parties agree to a salary schedule increase of 5.0% effective July 1, 2021.

2. Article III, Health and Welfare Benefits

The parties agree to raise the district contribution towards health insurance by \$1200.00 per year from \$6,225.36 to \$7,425.36 per year. This total

compensation package is effective July 1, 2021. See attached article for additional changes to Article III, Health and Welfare Benefits.

3. Article V, Leave Policies

See attached article for changes to Article V, Leave Policies

4. Article IX, Evaluations

See attached article for changes to Article IX, Evaluations.

FISCAL IMPACT:

Article 2 – WAGES:

| | <u>Total Compensation of 5%</u> | <u>\$1,200/year Health & Welfare</u> | <u>Total Fund</u> |
|------------------------|---------------------------------|--|-------------------|
| General Fund | \$347,128 | \$68,400 | \$415,528 |
| Adult Ed Fund | \$ 45,650 | \$22,598 | \$68,248 |
| Child Development Fund | \$ 14,975 | \$ 8,594 | \$23,569 |
| Cafeteria Fund | \$ 10,358 | \$ 5,566 | \$15,924 |
| Building Fund | <u>\$ 1,906</u> | <u>\$ 645</u> | <u>\$ 2,551</u> |
| Grand Total | \$420,017 | \$105,803 | \$525,820 |



www.pgusd.org

PUBLIC HEARING/ACTION A
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue Pacific Grove, CA 93950

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PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, May 19, 2022, regarding

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS FOR CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

The hearing will be held during the regular Board meeting, at 435 Hillcrest Avenue, Pacific Grove, which begins at 6:30 p.m. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreement will be available for public viewing beginning May 16, 2022, through May 19, 2022. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: May 4, 2022

Monterey County Office of Education

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

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

The proposed agreement covers the period beginning: July 1, 2021 and ending: June 30, 2022
(date) (date)

The Governing Board will act upon this agreement on: May 19, 2022
(date)

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

A. Proposed Change in Compensation

| Compensation | Column 1 Current Year Annual Cost Prior to Proposed Agreement FY 2021-22 | Fiscal Impact of Proposed Agreement | | |
|--|---|---|---|---|
| | | Column 2 Current Year Increase/(Decrease) FY 2021-22 | Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease) FY 2022-23 | Column 4 MultiYr Agreement only: 2nd Subsequent Year Increase/(Decrease) FY 2023-24 |
| 1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.) | \$ 5,187,590 | \$ 259,379.50 | | \$ - |
| | | 5.00% | 0.00% | 0.00% |
| 2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc. | | | | \$ - |
| Description of other compensation | | | | |
| 3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc. | \$ 1,754,962 | \$ 87,748.08 | \$ - | \$ - |
| | | 5.000% | 0.00% | 0.00% |
| 4 Health/Welfare Plans | \$ 294,484 | \$ 68,400 | | |
| | | 23.23% | 0.00% | 0.00% |
| 5 Total Compensation - Add Items 1 thru 4 | \$ 7,237,036 | \$ 415,528 | \$ - | \$ - |
| | | 5.742% | 0.00% | 0.00% |
| 6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1. | \$ - | \$ - | \$ - | \$ - |
| 7 Total Number of Represented Employees (Use FTEs if appropriate) | 95.08 | 95.08 | | 0.00 |
| 8 Total Compensation Average Cost per Employee | \$ 76,118 | \$ 4,370 | #DIV/0! | #DIV/0! |
| | | 5.742% | #DIV/0! | #DIV/0! |

Monterey County Office of Education

Pacific Grove Unified School District

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

a) CSEA unit members shall receive a 5.0% salary increase effective July 1, 2021, b) The District shall increase the annual contribution towards health insurance by \$1,200 per full time equivalent.

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

11. Are there reopeners? Yes No

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

None

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

Please see attached signed Tentative Agreement (TA)

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

If yes, please describe the cap amount.

The District shall increase its contribution toward health, dental and vision plans for full time employees by \$1,200 per year, from \$6,225.36 to \$7,425.36 per year effective July 1, 2021.

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

None

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

None

Pacific Grove Unified School District

D. What contingency language is included in the proposed agreement?

None

E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?

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

Potentially, there is a slight deficit spending in 21-22 and planned deficit spending in subsequent fiscal years due to negotiated salary increases for all employees in 2021-22.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement:

1. Current Year

General Fund property taxes and one-time In-person instructional grant funds

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Increase in property tax receipts.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund the obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

| Bargaining Unit: | Unrestricted General Fund | | | |
|--|--|---------------------------------------|-----------------|--------------------------------------|
| | California School Employees Association (CSEA) | | | |
| | Column 1 | * Column 2 | Column 3 | Column 4 |
| | 2021-22 Second Interim Report | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| UNRESTRICTED REVENUES | | | | |
| LCFF Funding Sources (8010-8099) | \$ 33,104,444 | \$ - | \$ - | \$ 33,104,444 |
| Remaining Revenues (8100-8799) | \$ 535,609 | | \$ - | \$ 535,609 |
| TOTAL UNRESTRICTED REVENUES | \$ 33,640,053 | \$ - | \$ - | \$ 33,640,053 |
| UNRESTRICTED EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 14,475,218 | | | \$ 14,475,218 |
| Classified Salaries (2000-2999) | \$ 4,625,010 | \$ 156,944 | \$ - | \$ 4,781,954 |
| Employee Benefits (3000-3999) | \$ 5,209,625 | \$ 121,494 | \$ - | \$ 5,331,119 |
| Books and Supplies (4000-4999) | \$ 611,271 | \$ - | \$ - | \$ 611,271 |
| Services, Other Operating Expenses (5000-5999) | \$ 2,207,171 | \$ - | \$ - | \$ 2,207,171 |
| Capital Outlay (6000-6599) | \$ - | \$ - | \$ - | \$ - |
| Other Outgo (7100-7299) (7400-7499) | \$ 1,782 | \$ - | \$ - | \$ 1,782 |
| Direct Support/Indirect Cost (7300-7399) | \$ (220,723) | \$ - | \$ - | \$ (220,723) |
| Other Adjustments | | | | |
| TOTAL UNRESTRICTED EXPENDITURES | \$ 26,909,354 | \$ 278,438 | \$ - | \$ 27,187,792 |
| OPERATING SURPLUS/(DEFICIT) | \$ 6,730,699 | \$ (278,438) | \$ - | \$ 6,452,261 |
| Transfers In and Other Sources (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses (7610-7699) | \$ 41,910 | \$ - | \$ - | \$ 41,910 |
| Contributions (8980-8999) | \$ (5,925,891) | \$ - | \$ - | \$ (5,925,891) |
| CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE | \$ 762,898 | \$ (278,438) | \$ - | \$ 484,460 |
| UNRESTRICTED BEGINNING FUND BALANCE | \$ 5,435,815 | | | \$ 5,435,815 |
| Pri Yr Audit Adjustmnts/Restatemnts (9793/9795) | \$ - | | | \$ - |
| CURR YR UNRESTRICTED ENDING BALANCE | \$ 6,198,713 | \$ (278,438) | \$ - | \$ 5,920,275 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable Amounts (9711-9719) | \$ 5,000 | \$ - | \$ - | \$ 5,000 |
| Committed/Assigned Amounts (9750-9780) | \$ 4,980,571 | \$ (556,876) | | \$ 4,423,695 |
| Reserve for Economic Uncertainties (9789) | \$ 1,213,142 | \$ 278,438 | | \$ 1,491,580 |
| Unappropriated/Unappropriated Amounts (9790) | \$ - | \$ 0 | \$ - | \$ 0 |

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

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

Bargaining Unit: California School Employees Association (CSEA)

| | Column 1 | * Column 2 | Column 3 | Column 4 |
|--|-------------------------------|---------------------------------------|-----------------|--------------------------------------|
| | 2021-22 Second Interim Report | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| RESTRICTED REVENUES | | | | |
| LCFF Funding Sources (8010-8099) | \$ - | \$ - | \$ - | \$ - |
| Remaining Revenues (8100-8799) | \$ 6,517,457 | \$ - | \$ - | \$ 6,517,457 |
| TOTAL RESTRICTED REVENUES | \$ 6,517,457 | \$ - | \$ - | \$ 6,517,457 |
| RESTRICTED EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 3,613,041 | | | \$ 3,613,041 |
| Classified Salaries (2000-2999) | \$ 2,462,946 | \$ 102,436 | \$ - | \$ 2,565,382 |
| Employee Benefits (3000-3999) | \$ 3,450,975 | \$ 34,654 | \$ - | \$ 3,485,629 |
| Books and Supplies (4000-4999) | \$ 1,900,762 | \$ - | \$ - | \$ 1,900,762 |
| Services, Other Operating Expenses (5000-5999) | \$ 1,765,620 | \$ - | \$ - | \$ 1,765,620 |
| Capital Outlay (6000-6599) | \$ 69,620 | \$ - | \$ - | \$ 69,620 |
| Other Outgo (7100-7299) (7400-7499) | \$ 109,633 | \$ - | \$ - | \$ 109,633 |
| Direct Support/Indirect Cost (7300-7399) | \$ 114,195 | \$ - | \$ - | \$ 114,195 |
| Other Adjustments | | | | |
| TOTAL RESTRICTED EXPENDITURES | \$ 13,486,792 | \$ 137,090 | \$ - | \$ 13,623,882 |
| OPERATING SURPLUS (DEFICIT) | \$ (6,969,335) | \$ (137,090) | \$ - | \$ (7,106,425) |
| Transfers In and Other Sources (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses (7610-7699) | \$ - | \$ - | \$ - | \$ - |
| Contributions (8980-8999) | \$ 5,925,891 | \$ - | \$ - | \$ 5,925,891 |
| CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE | \$ (1,043,444) | \$ (137,090) | \$ - | \$ (1,180,534) |
| RESTRICTED BEGINNING FUND BALANCE | \$ 1,404,408 | | | \$ 1,404,408 |
| Pri Yr Audit Adjustmnts/Restatemnts (9793/9795) | \$ - | | \$ - | \$ - |
| CURR YR RESTRICTED ENDING BALANCE | \$ 360,964 | \$ (137,090) | \$ - | \$ 223,874 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Restricted Amounts (9740) | \$ 360,964 | \$ (137,090) | \$ - | \$ 223,874 |

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

| | | Combined General Fund | | | |
|---|----------------------------------|--|-----------------|---|--|
| Bargaining Unit: | | California School Employees Association (CSEA) | | | |
| | Column 1 | * Column 2 | Column 3 | Column 4 | |
| | 2021-22 Second Interim Report | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) | |
| REVENUES | | | | | |
| LCFF Funding Sources (8010-8099) | \$ 33,104,444 | \$ - | \$ - | \$ 33,104,444 | |
| Remaining Revenues (8100-8799) | \$ 7,053,066 | \$ - | \$ - | \$ 7,053,066 | |
| TOTAL REVENUES | \$ 40,157,510 | \$ - | \$ - | \$ 40,157,510 | |
| EXPENDITURES | | | | | |
| Certificated Salaries (1000-1999) | \$ 18,088,259 | \$ - | \$ - | \$ 18,088,259 | |
| Classified Salaries (2000-2999) | \$ 7,087,956 | \$ 259,380 | \$ - | \$ 7,347,336 | |
| Employee Benefits (3000-3999) | \$ 8,660,600 | \$ 156,148 | \$ - | \$ 8,816,748 | |
| Books and Supplies (4000-4999) | \$ 2,512,033 | \$ - | \$ - | \$ 2,512,033 | |
| Services, Other Operating Expenses (5000-5999) | \$ 3,972,791 | \$ - | \$ - | \$ 3,972,791 | |
| Capital Outlay (6000-6599) | \$ 69,620 | \$ - | \$ - | \$ 69,620 | |
| Other Outgo (7100-7299) (7400-7499) | \$ 111,415 | \$ - | \$ - | \$ 111,415 | |
| Direct Support/Indirect Cost (7300-7399) | \$ (106,528) | \$ - | \$ - | \$ (106,528) | |
| Other Adjustments | | | | | |
| TOTAL EXPENDITURES | \$ 40,396,146 | \$ 415,528 | \$ - | \$ 40,811,674 | |
| OPERATING SURPLUS (DEFICIT) | \$ (238,636) | \$ (415,528) | \$ - | \$ (654,164) | |
| Transfer In and Other Sources (8910-8979) | \$ - | \$ - | \$ - | \$ - | |
| Transfers Out and Other Uses (7610-7699) | \$ 41,910 | \$ - | \$ - | \$ 41,910 | |
| Contributions (8980-8999) | \$ - | \$ - | \$ - | \$ - | |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (280,546) | \$ (415,528) | \$ - | \$ (696,074) | |
| BEGINNING FUND BALANCE | \$ 6,840,223 | | | \$ 6,840,223 | |
| Pri Yr Audit Adjustmnts/Restatemnts (9793/9795) | \$ - | | \$ - | \$ - | |
| CURRENT YEAR ENDING FUND BALANCE | \$ 6,559,677 | \$ (415,528) | \$ - | \$ 6,144,149 | |
| COMPONENTS OF ENDING FUND BALANCE: | | | | | |
| Nonspendable Amounts (9711-9719) | \$ 5,000 | \$ - | \$ - | \$ 5,000 | |
| Restricted Amounts (9740) | \$ 360,964 | \$ (137,090) | \$ - | \$ 223,874 | |
| Committed/Assigned Amounts (9750-9780) | \$ 4,980,571 | \$ (556,876) | \$ - | \$ 4,423,695 | |
| Reserve for Economic Uncertainties (9789) | \$ 1,213,142 | \$ 278,438 | \$ - | \$ 1,491,580 | |
| Unappropriated/Unappropriated Amounts (9790) | \$ - | \$ 0 | \$ - | \$ 0 | |
| Reserve for Economic Uncertainties Percentage | 3.00% | | | 3.65% | |

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund

Enter Bargaining Unit: **California School Employees Association (CSEA)**

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|-------------------------------|---------------------------------------|-----------------|--------------------------------------|
| | 2021-22 Second Interim Report | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Funding Sources (8010-8099) | \$ 264,937 | \$ - | \$ - | \$ 264,937 |
| Remaining Revenues (8100-8799) | \$ 2,026,075 | \$ - | \$ - | \$ 2,026,075 |
| TOTAL REVENUES | \$ 2,291,012 | \$ - | \$ - | \$ 2,291,012 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 632,714 | | | \$ 632,714 |
| Classified Salaries (2000-2999) | \$ 912,991 | \$ 45,650 | \$ - | \$ 958,641 |
| Employee Benefits (3000-3999) | \$ 494,328 | \$ 22,598 | \$ - | \$ 516,926 |
| Books and Supplies (4000-4999) | \$ 342,573 | \$ - | \$ - | \$ 342,573 |
| Services, Other Operating Expenses (5000-5999) | \$ 219,114 | \$ - | \$ - | \$ 219,114 |
| Capital Outlay (6000-6999) | \$ 32,080 | \$ - | \$ - | \$ 32,080 |
| Other Outgo (7100-7299) (7400-7499) | \$ - | \$ - | \$ - | \$ - |
| Direct Support/Indirect Cost (7300-7399) | \$ 84,640 | \$ - | \$ - | \$ 84,640 |
| TOTAL EXPENDITURES | \$ 2,718,440 | \$ 68,248 | \$ - | \$ 2,786,688 |
| OPERATING SURPLUS (DEFICIT) | \$ (427,428) | \$ (68,248) | \$ - | \$ (495,676) |
| Transfers In and Other Sources (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses (7610-7699) | \$ - | \$ - | \$ - | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (427,428) | \$ (68,248) | \$ - | \$ (495,676) |
| BEGINNING FUND BALANCE | \$ 2,210,660 | | | \$ 2,210,660 |
| Pri Yr Audit Adjustmnts/Restatemnts (9793/9795) | \$ - | | | \$ - |
| CURRENT YEAR ENDING FUND BALANCE | \$ 1,783,232 | \$ (68,248) | \$ - | \$ 1,714,984 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable Amounts (9711-9719) | | \$ - | \$ - | \$ - |
| Restricted Amounts (9740) | \$ 97,344 | \$ (18,924) | \$ (22,798) | \$ 55,622 |
| Committed/Assigned Amounts (9750-9780) | \$ 1,685,888 | \$ (49,324) | \$ 22,798 | \$ 1,659,362 |

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

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

Bargaining Unit: California School Employees Association (CSEA)

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|-------------------------------|---------------------------------------|-----------------|--------------------------------------|
| | 2021-22 Second Interim Report | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Funding Sources (8010-8099) | \$ - | \$ - | \$ - | \$ - |
| Remaining Revenues (8100-8799) | \$ 479,042 | \$ - | \$ - | \$ 479,042 |
| TOTAL REVENUES | \$ 479,042 | \$ - | \$ - | \$ 479,042 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ 65,948 | | | \$ 65,948 |
| Classified Salaries (2000-2999) | \$ 299,509 | \$ 14,975.45 | \$ - | \$ 314,484 |
| Employee Benefits (3000-3999) | \$ 139,194 | \$ 8,594 | \$ - | \$ 147,788 |
| Books and Supplies (4000-4999) | \$ 12,908 | \$ - | \$ - | \$ 12,908 |
| Services, Other Operating Expenses (5000-5999) | \$ 5,542 | \$ - | \$ - | \$ 5,542 |
| Capital Outlay (6000-6999) | \$ - | \$ - | \$ - | \$ - |
| Other Outgo (7100-7299) (7400-7499) | \$ - | \$ - | \$ - | \$ - |
| Direct Support/Indirect Cost (7300-7399) | \$ 21,888 | \$ - | \$ - | \$ 21,888 |
| TOTAL EXPENDITURES | \$ 544,989 | \$ 23,569 | \$ - | \$ 568,558 |
| OPERATING SURPLUS (DEFICIT) | \$ (65,947) | \$ (23,569) | \$ - | \$ (89,516) |
| Transfers In and Other Sources (8910-8979) | \$ 41,910 | \$ - | \$ - | \$ 41,910 |
| Transfers Out and Other Uses (7610-7699) | \$ - | \$ - | \$ - | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (24,037) | \$ (23,569) | \$ - | \$ (47,606) |
| BEGINNING FUND BALANCE | \$ 130,485 | | | \$ 130,485 |
| Pri Yr Audit Adjustmnts/Restatemnts (9793/9795) | \$ - | | | \$ - |
| CURRENT YEAR ENDING FUND BALANCE | \$ 106,448 | \$ (23,569) | \$ - | \$ 82,879 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable Amounts (9711-9719) | \$ - | \$ - | \$ - | \$ - |
| Restricted Amounts (9740) | \$ 9,372 | \$ (1,720) | \$ (2,802) | \$ 4,850 |
| Committed/Assigned Amounts (9750-9780) | \$ 97,076 | \$ (21,849) | \$ 2,802 | \$ 78,029 |

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Cafeteria Fund

Bargaining Unit: California School Employees Association (CSEA)

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|-------------------------------|---------------------------------------|-----------------|--------------------------------------|
| | 2021-22 Second Interim Report | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Funding Sources (8010-8099) | \$ - | \$ - | \$ - | \$ - |
| Remaining Revenues (8100-8799) | \$ 995,846 | \$ - | \$ - | \$ 995,846 |
| TOTAL REVENUES | \$ 995,846 | \$ - | \$ - | \$ 995,846 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | | \$ - | \$ - | \$ - |
| Classified Salaries (2000-2999) | \$ 323,330 | \$ 10,357.25 | \$ - | \$ 333,687 |
| Employee Benefits (3000-3999) | \$ 105,436 | \$ 5,566 | \$ - | \$ 111,002 |
| Books and Supplies (4000-4999) | \$ 650,000 | \$ - | \$ - | \$ 650,000 |
| Services, Other Operating Expenses (5000-5999) | \$ 28,945 | \$ - | \$ - | \$ 28,945 |
| Capital Outlay (6000-6999) | \$ - | \$ - | \$ - | \$ - |
| Other Outgo (7100-7299) (7400-7499) | \$ - | \$ - | \$ - | \$ - |
| Direct Support/Indirect Cost (7300-7399) | \$ - | \$ - | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 1,107,711 | \$ 15,924 | \$ - | \$ 1,123,635 |
| OPERATING SURPLUS (DEFICIT) | \$ (111,865) | \$ (15,924) | \$ - | \$ (127,789) |
| Transfers In and Other Sources (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses (7610-7699) | \$ - | \$ - | \$ - | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (111,865) | \$ (15,924) | \$ - | \$ (127,789) |
| BEGINNING FUND BALANCE | \$ 317,148 | | | \$ 317,148 |
| Pri Yr Audit Adjustmnts/Restatemnts (9793/9795) | \$ - | | | \$ - |
| CURRENT YEAR ENDING FUND BALANCE | \$ 205,283 | \$ (15,924) | \$ - | \$ 189,359 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable Amounts (9711-9719) | \$ - | \$ - | \$ - | \$ - |
| Restricted Amounts (9740) | \$ 201,041 | \$ - | \$ - | \$ 201,041 |
| Committed/Assigned Amounts (9750-9780) | \$ 4,242 | \$ (15,924) | \$ - | \$ (11,682) |

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund: **Fund 21 - Building Fund**
 Bargaining Unit: **California School Employees Association (CSEA)**

| | Column 1 | Column 2 | Column 3 | Column 4 |
|---|-------------------------------|---------------------------------------|-----------------|--------------------------------------|
| | 2021-22 Second Interim Report | Adjustments as a Result of Settlement | Other Revisions | Total Current Budget (Columns 1+2+3) |
| REVENUES | | | | |
| LCFF Funding Sources (8010-8099) | \$ - | \$ - | \$ - | \$ - |
| Remaining Revenues (8100-8799) | \$ 16,200 | \$ - | \$ - | \$ 16,200 |
| TOTAL REVENUES | \$ 16,200 | \$ - | \$ - | \$ 16,200 |
| EXPENDITURES | | | | |
| Certificated Salaries (1000-1999) | \$ - | \$ - | \$ - | \$ - |
| Classified Salaries (2000-2999) | \$ 38,127 | \$ 1,906 | \$ - | \$ 40,033 |
| Employee Benefits (3000-3999) | \$ 12,903 | \$ 645 | \$ - | \$ 13,548 |
| Books and Supplies (4000-4999) | \$ 2,766,617 | \$ - | \$ - | \$ 2,766,617 |
| Services, Other Operating Expenses (5000-5999) | \$ 900,754 | \$ - | \$ - | \$ 900,754 |
| Capital Outlay (6000-6999) | \$ 1,980,649 | \$ - | \$ - | \$ 1,980,649 |
| Other Outgo (7100-7299) (7400-7499) | \$ - | \$ - | \$ - | \$ - |
| Direct Support/Indirect Cost (7300-7399) | \$ - | \$ - | \$ - | \$ - |
| TOTAL EXPENDITURES | \$ 5,699,050 | \$ 2,551 | \$ - | \$ 5,701,601 |
| OPERATING SURPLUS (DEFICIT) | \$ (5,682,850) | \$ (2,551) | \$ - | \$ (5,685,401) |
| Transfers In and Other Sources (8910-8979) | \$ - | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses (7610-7699) | \$ - | \$ - | \$ - | \$ - |
| CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE | \$ (5,682,850) | \$ (2,551) | \$ - | \$ (5,685,401) |
| BEGINNING FUND BALANCE | \$ 6,808,840 | | | \$ 6,808,840 |
| Pri Yr Audit Adjustmnts/Restatemnts (9793/9795) | \$ - | | | \$ - |
| CURRENT YEAR ENDING FUND BALANCE | \$ 1,125,990 | \$ (2,551) | \$ - | \$ 1,123,439 |
| COMPONENTS OF ENDING FUND BALANCE: | | | | |
| Nonspendable Amounts (9711-9719) | \$ - | \$ - | \$ - | \$ - |
| Restricted Amounts (9740) | \$ 1,060,741 | \$ - | \$ - | \$ 1,060,741 |
| Committed/Assigned Amounts (9750-9780) | \$ 65,249 | \$ (2,551) | \$ - | \$ 62,698 |

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Unrestricted General Fund Multiyear Projection
California School Employees Association (CSEA)

Bargaining Unit:

| | FY 2021-22 | FY 2022-23 | FY 2023-24 |
|--|--|---|--|
| | Total Current Budget After Settlement | First Subsequent Year After Settlement | Second Subsequent Year After Settlement |
| UNRESTRICTED REVENUES | | | |
| LCFF Funding Sources (8010-8099) | \$ 33,104,444 | \$ 34,673,100 | \$ 36,008,003 |
| Remaining Revenues (8100-8799) | \$ 535,609 | \$ 549,267 | \$ 549,520 |
| TOTAL UNRESTRICTED REVENUES | \$ 33,640,053 | \$ 35,222,367 | \$ 36,557,523 |
| UNRESTRICTED EXPENDITURES | | | |
| Certificated Salaries (1000-1999) | \$ 14,475,218 | \$ 14,689,262 | \$ 14,907,431 |
| Classified Salaries (2000-2999) | \$ 4,781,954 | \$ 4,966,427 | \$ 5,047,902 |
| Employee Benefits (3000-3999) | \$ 5,331,119 | \$ 6,015,445 | \$ 6,097,144 |
| Books and Supplies (4000-4999) | \$ 611,271 | \$ 614,327 | \$ 618,899 |
| Services, Other Operating Expenses (5000-5999) | \$ 2,207,171 | \$ 2,299,297 | \$ 2,397,182 |
| Capital Outlay (6000-6999) | \$ - | \$ - | \$ - |
| Other Outgo (7100-7299) (7400-7499) | \$ 1,782 | \$ 1,782 | \$ 1,782 |
| Direct Support/Indirect Cost (7300-7399) | \$ (220,723) | \$ (220,823) | \$ (220,723) |
| Other Adjustments | | \$ - | \$ - |
| TOTAL UNRESTRICTED EXPENDITURES | \$ 27,187,792 | \$ 28,365,717 | \$ 28,849,617 |
| OPERATING SURPLUS (DEFICIT) | \$ 6,452,261 | \$ 6,856,650 | \$ 7,707,906 |
| Transfers In and Other Sources (8910-8979) | \$ - | \$ - | \$ - |
| Transfers Out and Other Uses (7610-7699) | \$ 41,910 | \$ 45,000 | \$ 55,000 |
| Contributions (8980-8999) (Enter as a negative) | \$ (5,925,891) | \$ (6,142,622) | \$ (6,247,734) |
| CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE | \$ 484,460 | \$ 669,028 | \$ 1,405,172 |
| UNRESTRICTED BEGINNING FUND BALANCE | \$ 5,435,815 | \$ 5,920,275 | \$ 6,589,303 |
| Pri Yr Audit Adjustmnts/Restatements (9793/9795) | \$ - | | |
| UNRESTRICTED ENDING FUND BALANCE | \$ 5,920,275 | \$ 6,589,303 | \$ 7,994,475 |
| COMPONENTS OF ENDING BALANCE: | | | |
| Nonspendable Amounts (9711-9719) | \$ 5,000 | \$ 5,000 | \$ 5,000 |
| Committed/Assigned Amounts (9750-9780) | \$ 4,423,695 | \$ 5,394,321 | \$ 6,780,513 |
| Reserve for Economic Uncertainties (9789) | \$ 1,491,580 | \$ 1,189,982 | \$ 1,208,962 |
| Unappropriated/Unappropriated Amounts (9790) | \$ 0 | \$ (0) | \$ (0) |

WARNING: 9790 Unappropriated Amounts must be positive

Monterey County Office of Education

Pacific Grove Unified School District

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

| | | FY 2021-22 | FY 2022-23 | FY 2023-24 |
|----|--|---------------|---------------|---------------|
| a. | Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement) | \$ 40,853,584 | \$ 38,866,190 | \$ 39,488,561 |
| b. | State Standard Minimum Reserve Percentage for this District Enter percentage: | 3.00% | 3.00% | 3.00% |
| c. | State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$67,000) | \$ 1,225,608 | \$ 1,165,986 | \$ 1,184,657 |

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

| | | | | |
|----|--|--------------|--------------|--------------|
| a. | General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789) | \$ 1,491,580 | \$ 1,189,982 | \$ 1,208,962 |
| b. | General Fund Budgeted Unrestricted Unappropriated Amount (9790) | \$ 0 | \$ (0) | \$ (0) |
| c. | Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789) | \$ - | \$ - | \$ - |
| d. | Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790) | \$ - | \$ - | \$ - |
| e. | Total Available Reserves | \$ 1,491,580 | \$ 1,189,982 | \$ 1,208,962 |
| f. | Reserve for Economic Uncertainties Percentage | 3.65% | 3.06% | 3.06% |

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

| | | | | |
|------------|-----|-------------------------------------|----|--------------------------|
| FY 2021-22 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY 2022-23 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |
| FY 2023-24 | Yes | <input checked="" type="checkbox"/> | No | <input type="checkbox"/> |

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

Monterey County Office of Education

Pacific Grove Unified School District

5. Total

Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain variance below:

Page 1 only contains Combined General Fund compensation costs. All the other funds are reported on their respective pages.

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

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

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

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Pacific Grove Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2019 to June 30, 2020.

Board Actions

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

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

| | Budget Adjustment Increase/(Decrease) |
|----|--|
| \$ | - |
| \$ | 525,819 |
| \$ | (525,819) |

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

| | Budget Adjustment Increase/(Decrease) |
|----|--|
| \$ | - |
| \$ | - |
| \$ | - |

Budget Revisions

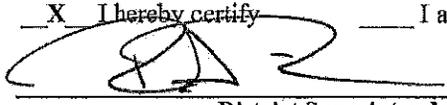
If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification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

Assumptions

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

Certifications

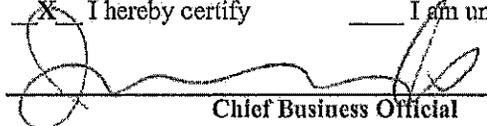
I hereby certify I am unable to certify



District Superintendent
(Signature)

4/28/2022
Date

I hereby certify I am unable to certify



Chief Business Official
(Signature)

4/28/2022
Date

M. CERTIFICATION NO. 2

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

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

District Superintendent (or Designee)
(Signature)

Date

Song Chin-Bendib
Contact Person

(831)646-6509
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on: May 19, 2022, took action to approve the proposed Agreement with the California School Employees Association (CSEA) Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

Pacific Grove Unified School District and California School Employee Association
(CSEA) Pacific Grove Chapter 229
2021-2022 Negotiations
Tentative Agreement

April 20, 2022

The Pacific Grove Unified School District (“District”) and the California School Employees Association and its Pacific Grove Chapter #229 (“CSEA”) (collectively referred to as “the parties”) agree to the following terms (“Agreement”) to close negotiations for the 2021-2022 school year.

1. Article II, Wages

For the 2021-22 school year, the parties agree to a salary schedule increase of 5.0% effective July 1, 2021.

2. Article III, Health and Welfare Benefits

The parties agree to raise the district contribution towards health insurance by \$1200.00 per year from \$6,225.36 to \$7,425.36 per year.

This total compensation package is effective July 1, 2021.

See attached article for additional changes to Article III, Health and Welfare Benefits.

3. Article V, Leave Policies

See attached article for changes to Article V, Leave Policies

4. Article IX, Evaluations

See attached article for changes to Article IX, Evaluations.

DocuSigned by:
For CSEA:
Leslie Timullo

DocuSigned by:
[Signature]

DocuSigned by:
Jill Houston

DocuSigned by:
Bobby Howell

DocuSigned by:
[Signature] LRR

DocuSigned by:
For the District:
Billie Mankey

DocuSigned by:
Song Chin Bendib

DocuSigned by:
Eric Saavedra

CSEA Proposal #1**Time:**

Negotiations
Between California School Employees Association (CSEA) and its Pacific Grove Chapter
229
And the Pacific Grove Unified School District
March 9, 2022

ARTICLE III HEALTH AND WELFARE BENEFITS

A. Full-time Employees: Effective July 1, 2021, the District shall contribute an amount of ~~\$6,225.36~~ (\$7,425.36) per year toward the subscriber cost of health, dental and vision plans for full time Employees. An additional \$276.00 per year will be paid toward dependent coverage. The District contribution amounts may be applied by the employee to any of the plan options. The dependent allocation may, however, only be used for dependent coverage. All classified employees hired after July 1, 2002 shall only be eligible for the District contribution if they are enrolled in a MCSIG medical insurance plan.

1. Fringe Benefit Allocation Plan Option: Full-time Employees may apply their benefit allocation funds (~~\$6,044.44~~) (\$7,425.36) toward medical, dental, vision, income protection and life insurance. CAUTION: If any Employee drops medical insurance he/she will need to qualify under the guidelines of the insurance carrier in order to be reinstated in the future. Current rates are subject to change. (Employees will be notified of rate changes.) The medical plan provided to Employees is with the Monterey County School Insurance Group (MCSIG).

C. Retiree Coverage:

1. Health Insurance Coverage upon Early Retirement: Eligible regular Employees (at least age fifty-five (55) who retire prior to age sixty-five (65) and who retire with at least ten (10) years of classified service with the Employer are eligible for health insurance coverage as specified in this section. For purposes of this section the age of the Employee means the fiscal year in which the birthday occurs.

2. Health Insurance Coverage Effective July 1, 1991:

On July 1, 1991, the retired unit member who retires between the ages of fifty-five (55) and sixty-five (65) shall be covered by the employer paid health insurance rate in effect at the time of retirement to age sixty-five (65) or until the retiree becomes eligible for Medicare, whichever occurs first. ~~Upon~~ eligibility, the District will provide a Medicare supplement insurance policy at a premium cap of \$50.00 per month. Eligible retired members will receive the Medicare supplement premium subject

to the \$50.00 cap per month through age eighty-five (85).
 PGUSD Regular Meeting of May 19, 2022 249

J. Complete Care Program

Beginning on July 1, 2022, CSEA members who have opted out of all MCSIG medicals plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed a monthly contribution of two hundred fifty-six dollars (\$256) on a 10-month basis, or a two hundred thirteen dollars (\$213) on a 12-month basis.

CSEA members who were in enrolled in the Complete Care Program in the 2021-22 school year shall continue to receive the same level of District's contribution of four hundred twenty-eight (\$428) per month through December 31, 2022. Beginning January 1, 2023, the District contribution shall drop to the 10-month or 12-month amounts set out above.

The District will pay the above amounts on behalf of the enrolled CSEA members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

CSEA Proposal #2

Negotiations
Between California School Employees Association (CSEA) and its Pacific Grove Chapter
229
And the Pacific Grove Unified School District
February 11, 2022

ARTICLE V. LEAVE POLICIES

D. Jury Duty and Witness Leave:

1. ~~Leave of absence for jury duty shall be granted to Employees. The Employee shall receive full pay while on leave provided that the jury service for such leave is assigned to and subpoena or court certification is filed with the Employer. Request for jury service leave should be made by presenting the official court summons to jury service to the immediate supervisor. Upon return to work, proof of attendance for each day of absence shall be provided to the site administrator's assistant.~~

2. ~~Leave of Absence shall be granted an Employee when he/she has been served a subpoena to appear as a witness in a court case or administrative proceeding of another governmental jurisdiction. The Employee shall receive full pay during the leave period, provided that the witness fee for such leave is assigned to, and the subpoena or court certification is filed with the Employer. Request for leave of absence to serve a witness should be made by presenting the official court summons to the immediate supervisor.~~

3. ~~An employee who has received leave of absence under this rule shall make himself/herself available for work during hours when his/her presence is not required in court.~~

1. **Leave of absence for jury duty shall be granted to Employees. Request for jury service leave should be made by presenting the official court summons for jury service to the immediate supervisor. The Employee shall receive full pay while on leave.**

The Employee shall collect a "Certificate Verifying Jury Service" form, or another verifying form, indicating the date(s) served and provide the form to the site office manager upon return to work.

Any fees paid to the employee as a result of jury service shall be assigned to the District.

2. **Leave of absence when served a subpoena to appear as a witness in a court case or administrative proceeding of another governmental jurisdiction shall be granted to Employees. Request for leave of absence to serve as a witness should be made by presenting the official court summons to the immediate supervisor. The Employee shall receive full pay while on leave.**

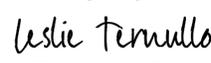
The Employee shall collect verification indicating the date(s) served and provide it to the site office manager upon return to work.

Any related fees paid to the employee shall be assigned to the District.

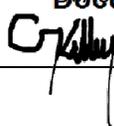
- 3. **An employee who has received leave of absence under this rule shall report to work during their normal work hours when their presence is not required in court, or as agreed upon or directed by their immediate supervisor.**

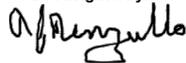
Dated: February 11, 2022

For CSEA:

DocuSigned by:

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DocuSigned by:

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DocuSigned by:

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For the District:

DocuSigned by:

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DocuSigned by:

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CSEA Proposal #1

Time:

Negotiations
Between California School Employees Association (CSEA) and its Pacific Grove Chapter
229
And the Pacific Grove Unified School District
March 9, 2022

ARTICLE IX: EVALUATION PROCEDURES

1. A. General Provisions

1. Evaluations: Constructive criticism and disciplinary problems between classified Employees and supervisors must be discussed at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation. Written evaluations will be made on the appropriate form (Appendix H).

a. Completion Dates for Evaluation: All regular Employees shall be evaluated by their immediate supervisors with input from the lead classified employee or teacher, on the negotiated form (Appendix H) in accordance with the following schedule:

- 1) Probationary Employees – at least twice during **the first six (6) months or 130 days of paid service the nine (9) month (whichever is longer)** probationary period.
- 2) Promotional Employees – at least twice during the six (6) month probationary period.
- 3) Permanent Employees – at least once every two (2) years
- 4) If a transfer is made less than forty (40) working days prior to a regular evaluation, the regular evaluation will be made by the former supervisor.

2. See Attached (2) updated appendix pages (Evaluation Form and Instructions).

Dated: March 9, 2022

For CSEA:

DocuSigned by:
Leslie Terrullo
FB81042A3C154F9...

DocuSigned by:
[Signature]
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DocuSigned by:
Jill Houston
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DocuSigned by:
Bobby Howell
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For the District:

DocuSigned by:
Billie Mankey
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Song Chin Bendib
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Eric Saavedra
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In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the first six (6) months or 130 days of paid service (whichever is longer). Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years, and within three months of the employees anniversary date.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

Original to Human Resources. Copy to Employee

Appendix H

PERFORMANCE EVALUATION REPORT

Classified Personnel Page

2

| | |
|---|---|
| Section C | Record job STRENGTHS & superior performance. |
| | |
| Section D | Record PROGRESS ACHIEVED in attaining previously set goals for improved work performance. |
| List previously set goals here: | |
| | |
| Section E | Record specific GOALS or improvement programs to be undertaken during the next evaluation period. |
| | |
| Section F | Job behavior requiring improvement or correction, record specific areas for growth. (Explain checks in column a and/or b) |
| | |
| Section G | Record summary of employee's OVERALL JOB PERFORMANCE. |
| | |
| Summary Evaluation – Check Overall Performance | |
| <input type="checkbox"/> Not Satisfactory PGUSD | <input type="checkbox"/> Requires Improvement Regular Meeting of May 19, 2022 |
| <input type="checkbox"/> Effective – Meets Requirements | <input type="checkbox"/> Exceeds Requirements |

| | | | |
|--|---------------------------------------|--|-------------------------|
| a "requires improvement" summary evaluation (Re-evaluate in 30 days) | (Not eligible for promotion/transfer) | | PUBLIC HEARING/ACTION A |
| PROBATIONARY EMPLOYEE: <input type="checkbox"/> I DO <input type="checkbox"/> I DO NOT recommend this employee to be granted permanent status. Evaluator's Signature: _____ Date: _____ | | | |
| Evaluator's Signature: _____ Date: _____ | | | |
| Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. A statement <input type="checkbox"/> is <input type="checkbox"/> is not appended hereto. Employee's Signature _____ Date: _____ | | | |

Instructions for use: Performance Evaluation Report Form

In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the first six (6) months or 130 days of paid service (whichever is longer) probationary period. Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

Section B: Mark one column for each factor. Column (e) may be checked when a factor is not considered applicable to a particular job. Each mark in column (a) requires specific explanation in Section F.

Section C: May be used to describe outstanding qualities or performances, particularly when marks in Column (d) do not seem adequately descriptive.

Section D: Use to record progress or improvements in performance resulting from employee's efforts to reach previously set goals. PUBLIC HEARING/ACTION A

Section E: Record performance goals for the next evaluation period.

Section F: Give specific reasons for marks in Column (a) and/or (b). Record here any other specific reasons why the employee should not be recommended for permanent status, or if the employee is already permanent, any specific reasons for required improvement.

Section G: Summarize overall job performance.

PGUSD/CSEA- 2017/20

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Appendix H

Instructions for use of the Performance Evaluation Report Form:
Continued

SUMMARY EVALUATION: Check the overall performance here, taking into consideration all factors and total performance over the full period of service being evaluated.

Not Satisfactory: Performance clearly inadequate in one or more critical factors as explained or demonstrated in Section F. Employee has demonstrated inability or unwillingness to improve or to meet requirements. Performance not acceptable for position held. (Note: Such summary evaluation bars the employee from promotions or transfers for one year.)

Requires Improvement: Total performance periodically or regularly falls short of normal requirements. Specific deficiencies should be noted in Section F. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements. Employee will be re-evaluated in 30 days.

Effective – Meets Requirements: Consistently competent performance meeting or exceeding requirements in all critical factors for this position. If margin is narrow and standards barely met, explain in Section E. Most employees would be rated in this category.

Exceeds Requirements: Total performance is well above normal requirements for the position. This evaluation should be reflected by marks for critical factors in Sections A and B, and superior or excellent performance should be noted in Section C.

SIGNATURES. ~~DO NOT DATE~~ and the employee shall date and sign the report. The employee's signature indicates that the conference has been held and that he/she has had an opportunity to read the report. If he/she refuses to sign for any reason, explain that his/her signature does not necessarily imply or indicate agreement with the report and that a process is provided for him/her to state any disagreement. Further refusal to sign shall be recorded on the report, after which it shall be forwarded to the Human Resources Office.

APPEAL: Any employee who is dissatisfied with the performance evaluation he/she has received should refer to Article IX, Section E, Appeals.

PGUSD/CSEA- 2017/20

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Dated: March 9, 2022

For CSEA:

DocuSigned by:
Leslie Terrullo
FB81042A3C154F9...

DocuSigned by:
[Signature]
6629229A496140B...

DocuSigned by:
Jill Houston
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DocuSigned by:
Bobby Howell
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DocuSigned by:
Billie Mankey
6E504A702361486...

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Song Chin Bendib
022A8DF2C4AA412...

DocuSigned by:
Eric Saavedra
8D2BF6AB522F4A6...

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

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

SUBJECT: District Update on Response to COVID-19

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive information regarding District response to COVID-19, and provide direction to Administration.

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

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

SUBJECT: Approval of Pacific Grove Unified School District Adult Education Teachers Agreement

DATE: May 19, 2022

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Adult Education Teachers.

BACKGROUND:

All changes to agreements between the District and the Adult Education Teachers require approval by the Board. However, AB 1200 does not require the District to submit details of agreements with non-bargaining units to the Monterey County Office of Education (MCOE) for review.

INFORMATION:

The District and PG AS met on April 29, 2022, and both parties agree to the following total compensation for the 2021-22 school year:

Effective retroactive to July 1, 2021, a salary increase of 5% to the Adult School Salary Schedule for the 2021-2022 year.

Effective retroactive to July 1, 2021, an increase of \$1,200/year towards Health Benefits.

- For hourly employees working 30+ hours per week, ~~Single Option III~~, the district contribution to Medical is increased to \$470.28, Dental, \$55.94, Vision, \$12.33, and dependents, \$100.00
- For hourly employees working 25 to 29 hours per week, ~~Single Option III~~, the district contribution to Medical is increased to \$313.52, Dental, \$55.94, Vision, \$12.33, and dependents, \$75.00
- For hourly employees working 12 to 24 hours per week, ~~Single Option III~~, the district contribution to Medical is increased to \$156.76, Dental, \$55.94, Vision, \$12.33, and dependents, \$56.25
- Employees who teach less than 12 hours per week are not eligible for medical coverage.

Complete Care Program. Beginning on July 1, 2022, Adult School Instructor Group members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed a monthly contribution of two hundred fifty-six dollars (\$256) on a 10-month basis, or two hundred thirteen dollars (\$213) on a 12-month basis.

Adult School Instructor Group members who were enrolled in the Complete Care Program in the 2021-2022 school year shall continue to receive the same level of District's contribution of four hundred twenty-eight (\$428) per month through December 31, 2022. Beginning January 1, 2023, the District contribution shall drop to the 10-month or 12-month amounts set out above.

The District will pay the above amounts on behalf of enrolled Adult School Instructor Group members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

FISCAL IMPACT:

Total compensation cost for 5.0% in 2021-22 is estimated at \$24,147 to be paid out of Fund 11, Adult Education Fund.

Total cost for health benefits is \$1200 to be paid out of Fund 11, Adult Education Fund.

Pacific Grove Adult School Instructor Group
Meet and Confer Compensation Agreement
2021-2022

The District representatives and the Pacific Grove Adult School Instructor Group met on April 29, 2022, to discuss the following terms:

Effective retroactive to July 1, 2021, a salary increase of 5% to the Adult School Salary Schedule for the 2021-2022 year.

Effective retroactive to July 1, 2021, an increase of \$1,200/year towards Health Benefits.

- For hourly employees working 30+ hours per week, ~~Single Option III~~, the district contribution to Medical is increased to \$470.28, Dental, \$55.94, Vision, \$12.33, and dependents, \$100.00
- For hourly employees working 25 to 29 hours per week, ~~Single Option III~~, the district contribution to Medical is increased to \$313.52, Dental, \$55.94, Vision, \$12.33, and dependents, \$75.00
- For hourly employees working 12 to 24 hours per week, ~~Single Option III~~, the district contribution to Medical is increased to \$156.76, Dental, \$55.94, Vision, \$12.33, and dependents, \$56.25
- Employees who teach less than 12 hours per week are not eligible for medical coverage.

Complete Care Program. Beginning on July 1, 2022, Adult School Instructor Group members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed a monthly contribution of two hundred fifty-six dollars (\$256) on a 10-month basis, or two hundred thirteen dollars (\$213) on a 12-month basis.

Adult School Instructor Group members who were enrolled in the Complete Care Program in the 2021-2022 school year shall continue to receive the same level of District's contribution of four hundred twenty-eight (\$428) per month through December 31, 2022. Beginning January 1, 2023, the District contribution shall drop to the 10-month or 12-month amounts set out above.

The District will pay the above amounts on behalf of enrolled Adult School Instructor Group members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

This agreement is made with the understanding that if through negotiations for the 2021-2022 year, any other District Bargaining Unit comes in with a higher total compensation adjustment, the Adult School Instructor Group will be entitled to the same adjustment.

All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

| | | | |
|---|-------------------------|---|---------------|
|  _____ PGAS Representative | 5/5/22 _____ Date | _____ Billie Mankey, Director II, HR | _____ Date |
| | | _____ Song Chin-Bendib, Assist. Superintendent of Business Services | _____ Date |

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

SUBJECT: LGBTQ+ Pride Month Flag Review

DATE: May 19, 2022

PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Board of Education directed Administration to bring the LGBTQ+ Pride Flag to review.

INFORMATION AND BACKGROUND:

June is a time to celebrate our dynamic Lesbian, Gay, Bisexual, Transgender, Queer/Questioning (LGBTQ+) community, raise awareness of quality services, and foster a dialogue to promote a healthy, safe, and prosperous school climates and communities for all. By recognizing Pride Month, we reaffirm our commitment to support other policies, practices and curricula that honor and respect LGBTQ+ students, staff, their families, and all people in our community including a commitment to research and consider board policy specific to Transgender and Gender Non-Conforming students, and to inspire equity, create alliances, celebrate diversity, and establish safe environments in our schools and communities throughout the county.

In June 2020 the Pacific Grove Unified School District Board of Education approved Resolution Number 1054 Proclaiming LGBTQ+ Pride Month indefinitely, or until the Board of Education chooses to amend the resolution. The Board also directed Administration to bring the LGBTQ+ Pride Month Flag for review to determine if/when the flag will be flown during the month of June.

FISCAL IMPACT:

None

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

SUBJECT: Board Calendar/Future Meetings

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approve the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar January-June 2022

| | | |
|----------------------|--|-------------------------|
| Thursday Jan. 20 | Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2022-23 ✓ Property Tax Update ✓ School Accountability Report Cards | District Office/Virtual |
| Thursday Feb. 10 | Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ 2020-21 Audit Report ✓ Quarterly Facilities Project Updates* | District Office/Virtual |
| Wednesday Feb 23 | Special Meeting-Student Discipline/Expulsion Hearing | District Office |
| Thursday Mar. 3 | Regular Board Meeting ✓ Open House Schedules Reviewed ✓ TRAN Resolution ✓ Budget Projections and Assumptions | District Office/Virtual |
| Thursday Mar. 17 | Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Williams/Valenzuela Uniform Complaint Report | District Office/Virtual |
| Thursday Apr. 7 | Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2022-23 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update | District Office/Virtual |
| Thursday April 21 | Regular Board Meeting ✓ 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/Virtual |
| Thursday May 5 | Regular Board Meeting ✓ Continue Superintendent Evaluation | District Office/Virtual |
| Thursday May 19 | Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report | District Office/Virtual |
| Thursday June 2 | Regular Board Meeting ✓ 2022-23 Budget Public Hearing ✓ LCAP Public Hearing ✓ Retiree Recognition ✓ Williams/Valenzuela Uniform Complaint Report | District Office/Virtual |

| | | |
|---------------------|---|-----------------|
| Thursday June 16 | <p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ 2022-23 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2022-23 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report | District Office |
|---------------------|---|-----------------|

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

Board Meeting Calendar August-December 2022

| | | |
|----------|---|-----------------|
| Aug. 18 | Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update* | District Office |
| Sept. 1 | Regular Board Meeting ✓ Local Control Accountability Plan Review | District Office |
| Sept. 15 | Regular Board Meeting ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report | District Office |
| Oct. 6 | Regular Board Meeting ✓ Superintendent Goals ✓ Budget Revision #1 on 2021-22 working budget (preliminary First Interim) ✓ Bus Ridership ✓ Week of the School Administrator | District Office |
| Oct. 20 | Regular Board Meeting ✓ Quarterly District Safety Update* | District Office |
| Nov. 10 | Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion | District Office |
| Nov. 17 | Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates* | District Office |
| Dec. 15 | Organizational Meeting ✓ Election of 2020-21 Board President and Clerk ✓ Budget Revision #3 ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report | District Office |

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

SUBJECT: Presentation of the California Healthy Kids Survey Results 2021-2022

DATE: May 19, 2022

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

RECOMMENDATION:

Buck Roggeman, Forest Grove Elementary School Principal, Sean Keller, Robert Down Elementary School Principal, Sean Roach, Pacific Grove Middle School Principal, Jason Tovani, Pacific Grove Middle School Assistant Principal, and Shane Steinback, Pacific Grove High School Assistant Principal will be presenting the results of the California Healthy Kids Survey along with recommendations to address student needs.

BACKGROUND:

The State of California mandates students in grades 5, 7, 9, and 11 to be given the California Healthy Kids Survey (CHKS) every other year. Our District administers this test every year in order to be informed and to make program decisions to address the needs of our students on a yearly basis. Our district administered the test in the winter of 2022.

INFORMATION:

This year administration agreed to continue to have the high school, Community HS, and middle school site Administrators and counselors work together to analyze the results to identify needs and trends as students transition between middle and high school. The elementary principals also gathered to identify areas of strength and need along with recommendations. As a result of this process, several of the elementary, middle, and high school programs, currently in place, are established in direct response to the survey results. The analysis of the California Healthy Kids Survey directly impacts and informs the actions and services set forth for each school year in accordance with the District's Local Control Accountability Plan to address student social, emotional, and academic needs. The cost to pay for the California Healthy Kids Survey has been budgeted annually out of the Curriculum Department Budget.

After the presentation, the slides presented at the board meeting will be made available on the District website.

FISCAL IMPACT:

2021-2022 funded out of the Curriculum Budget on an annual basis and paid to WestEd in the amount of \$1683.00

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

SUBJECT: A-G Completion Improvement Grant

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum and Special Projects;
Lito Garcia, Pacific Grove High School Principal;
Larry Haggquist, Pacific Grove High School Teacher on Special Assignment

RECOMMENDATION:

The District Administration recommends that the Board review and discuss the A-G Completion Improvement Grant Plan as stipulated by the AB 130 legislation.

BACKGROUND:

As part of AB 130 the California Department of Education (CDE) recently released \$547,513,000 in funding to help Local Education Agencies (LEAs) improve A-G completion rates, particularly for unduplicated students. The A-G Completion Improvement Grant (A-GCIG) allocation to PGUSD is \$50,593. Plans describing how the LEA will increase or improve services to increase A-G eligibility for unduplicated pupils must be developed by April 1st, 2022. Plans must be discussed at a regularly scheduled board meeting. Plans must be adopted by the governing board at a subsequent regularly scheduled board meeting. Law does not establish a date by which discussion and adoption must occur.

INFORMATION:

The A-G Completion Improvement Grant Plan was developed through a collaborative effort between the PGUSD Director of Curriculum, PGHS Site Principal, PGHS TOSA, and PGHS Counselors. PGHS would like to use A-GCIG funds to support one section of credit recovery offered at PGHS for the next two years.

FISCAL IMPACT:

PGUSD will receive \$50,593 of A-GCIG funds to use toward improving A-G completion rates.

A-G COMPLETION IMPROVEMENT GRANT

Spring 2022

Pacific Grove Unified
School District

A-G Completion Improvement Grant Plan
Spring 2022

As part of AB 130 the California Department of Education (CDE) recently released \$547,513,000 in funding to help Local Education Agencies (LEAs) improve A-G completion rates, particularly for unduplicated students. The A-G Completion Improvement Grant (A-GCIG) allocation to PGUSD is \$50, 593. Plans describing how the LEA will increase or improve services to increase A-G eligibility for unduplicated pupils must be developed by April 1st, 2022. Plans must be discussed at a regularly scheduled board meeting. Plans must be adopted by the governing board at a subsequent regularly scheduled board meeting. Law does not establish a date by which discussion and adoption must occur.

A-G Completion Improvement Plan for PGUSD

Similar to the [Educator Effectiveness Block Grant Plan](#), this plan has been designed in alignment with the district LCAP, as well as the district mission in mind, a mission which reads:

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment.

The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

The A-G Improvement grant funds will be used to create “learning opportunities” for unduplicated learners at PGHS who would otherwise run the risk of being credit deficient or not qualified for CSU or UC acceptance. The opportunities created by use of these funds will help advance efforts to promote equity, inclusion, and quality instructional programs within the district.

How the Funds will be Used

The A-G Completion Improvement Grant funds will be used to create a A-G completion/credit recovery program at PGHS through the Edmentum platform. Student licenses for Edmentum have already been purchased. The A-GCIG funds will be used to pay a teacher at the high school to provide in-person instructional assistance and supervision for students requiring credit recovery. It has already been determined through progress monitoring that unduplicated students have a disproportionately high D&F rates at PGHS, a trend that mirrors what has been happening state-wide and nation-wide. A-GCIG funds will be used to pay for one section of the new credit recovery class over a two-year period. Any remaining funds will be used to supplement expenses for the currently existing credit recovery program. The district cost for the instructor will range from \$18,000 to \$23,000 for a section depending on the teacher's salary schedule placement.

Extent to which All Students, Including Unduplicated Students, will have Access to A-G Courses Approved by the University of California

PGHS offers a robust list of course options to all students that includes 77 courses that are A-G approved. All students have access to these courses, and according to the four-year Adjusted Cohort Graduation Rate available in the California Department of Education's Data Quest PGHS has a 59% A-G completion rate. Some students who have received D or F grades in A-G courses fall short of A-G completion. The credit recovery program will give these students further access to A-G completion opportunities through online offerings. The Edmentum platform is the "top approved course provider by the University of California 'a-g' program, ...offer[ing] more 'a-g'-approved courses than any other online provider" (edmentum.com). The

credit recovery program at PGHS has been designed with the intent to improve A-G completion rates for all students and to provide opportunities for access to the greatest extent possible.

The Number of Students Identified for Opportunities to Re-take A-G Approved Courses in which They Received a “D” or “F” Grade in the 2020 Spring Semester or the 2020-2021 School Year and a Description of the Method Used to Offer the Opportunity to Retake Courses

32 students will be enrolled in the A-G completion program each year. These students are identified through analysis of the 2020-21 D&F list as well as transcript review by counselors during the 4-year plan meeting. Students who are close to meeting A-G completion requirements (i.e. students who received a D and are one course short of completing the A-G requirements) will be given priority.

Description of How the Plan and Described Services, and associated Expenditures, if Applicable, Supplement Services in the Local Control Accountability Plan and Learning Recovery Plan

The very first LCAP goal is to ensure all students graduate from PGHS college and/or career ready. The district has a full-time outreach counselor that is working with students who are at risk of not graduating, falling short of A-G eligibility, and/or have not completed a CTE program. Another action identified in the LCAP is to offer a credit-recovery program for students who receive a D or F during the school year and in the summer. We also offer AVID classes at the high school as part of our third LCAP goal to support targeted students with the potential to become A-G eligible and go to college.

Budget*A-G Completion Improvement Grant Plan*

| Budget Item | Estimated Cost |
|----------------------------------|-----------------------|
| • Instructor 2022-23 School Year | \$23,000 |
| • Instructor 2023-24 School Year | \$23,000 |
| • Summer School Credit Recovery | \$4,593 |
| Total | \$50,593 |

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

SUBJECT: Future Agenda Items

DATE: May 19, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the May 19, 2022 Regular Board Meeting:

- Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)
- Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity
- Added March 17, 2022: Board Self Evaluation
- Added April 21, 2022: Review/Update on SRO Program and its effectiveness
- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process
- Added April 21, 2022: April 2023 ask Mission Trails JPA to present and educate the Board