

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: APRIL 4, 2024**

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: April 4, 2024

TIME: 4:00 PM M.C. Kimball & Associates Safety Study Session
5:30 PM Closed Session
6:30 PM Open Session

LOCATION: IN PERSON

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

Trustees:

Brian Swanson, President
Dr. Elliott Hazen, Clerk
Carolyn Swanson
Jennifer McNary
Laura Ottmar

Administration:

Superintendent Dr. Linda Adamson
Assistant Superintendent Joshua Jorn

Student Representative(s):

Dario DiMaggio
Dayci Dishny

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/83280382576?pwd=RkNRaGJRbmxaSkloQmp0S0hUazFoZz09>

Meeting ID: 832 8038 2576

Passcode: 713469

One tap mobile +16699006833,,81793111121#,,, *717431# US (San Jose)
+16694449171,,81793111121#,,, *717431# US

Find your local number: <https://pgusd.zoom.us/j/83280382576?pwd=RkNRaGJRbmxaSkloQmp0S0hUazFoZz09>

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement

Good evening; As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen** people and additionally pay respect to elders both past and present.

C. Roll Call

D. Adoption of Agenda

- Board Discussion:

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

II. INFORMATION/DISCUSSION

A. School Safety Threat and Risk Assessment Board Study Session 9

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board discuss the District's long-term plan to develop safer and healthier school environments through a districtwide Site Safety and Security Threat Vulnerability Risk Assessment. Staff along with M.C. Kimball and Associates will also cover the final assessment and executive summaries which will include site and districtwide findings; Specifically, recommended policy adjustments, additional training requirements, and facilities infrastructure recommendations.

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

III. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. Superintendent 120 Day Report

B. Public Comment on Closed Session Topics

C. Adjourn to Close Session

IV. RECONVENE IN OPEN SESSION

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A. Report Action Taken in Closed Session:

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson, for the purpose of giving direction and updates.
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
4. Superintendent 120 Day Report

B. Pledge of Allegiance

C. Student Recognition Presentations

- a. Student Board Representatives
- b. Student State Seal of Biliteracy
- c. Photos & 5-Minute Break

V. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

A. PGUSD Staff Comments (Non-Agenda Items)

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B. Community Members (Non-Agenda Items)

VII. 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. <u>Minutes of March 4, 2024 Board Meeting</u> | 60 |
| Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented. | |
| B. <u>Minutes of March 7, 2024 Board Meeting</u> | 64 |
| Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented. | |
| C. <u>Cash Receipts Report #14</u> | 75 |
| Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts Report #14. | |
| D. <u>Acceptance of Donations</u> | 77 |
| Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the Acceptance of Donations. | |
| E. <u>Out of County Overnight Activities</u> | 78 |
| Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County or Overnight Activities. | |
| F. <u>Warrant Schedule 665</u> | 93 |
| Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve Warrant Schedule 665. | |
| G. <u>Personnel Report</u> | 95 |
| Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board review and approve the Personnel Report. | |
| H. <u>Electronic Equipment Surplus</u> | 98 |
| Recommendation: (Louis Algaze, Director of Technology Systems) The District Administration recommends that the Board review and approve the disposal of obsolete electronic equipment. | |
| I. <u>Monterey County Behavioral Health (MCBH) – Memorandum of Understanding (MOU) Amendment #1 (A-16397)</u> | 105 |
| Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends that the Board review and approve the amended MOU between the County of Monterey on behalf of the Monterey County Health Department, Behavioral Health Bureau, and the Monterey County Special Education Local Plan Area (SELPA). | |

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- J. Contract for Services with Peninsula Messenger Services 113
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with Peninsula Messenger Service to provide delivery service.
- K. Contract for Services with Uretsky Investigation Security for 2023-2024 119
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with Uretsky Investigation Security to provide residency investigation services for the 2024-25 fiscal year.
- L. Contract for Services with David Sonderegger 125
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with David Sonderegger to provide E-rate filing services for the 2024-25 fiscal year.
- M. Contract for Services with DJ John Upshaw – Pacific Grove Middle School 131
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the Contract for Services with Monterey DJ John Upshaw.
- N. Contract for Services with DJ John Upshaw – Pacific Grove High School 137
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends that the Board review and approve the Contract for Services with Monterey DJ John Upshaw.
- O. Contract for Services with MY Museum Wheelie Mobilee Contract 143
Recommendation: (Anna Darnell, Teacher) The District Administration recommends that the Board review and approve the Contract for Services with MY Museum to hire the Wheelie Mobilee for Robert H. Down Elementary School.
- P. Contract for Services with Carmen Ferguson – Heartbank Deposits Photography 151
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the Contract for Services with Carmen Ferguson for the Promotion Dance.
- Q. Contract for Services with the Santa Cruz Beach Boardwalk 157
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the Contract for Services with the Santa Cruz Beach Boardwalk.
- R. Contract for Services with Paul Contos – PGMS Music Festival 163
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the Contract for Services with Paul Contos to work as an adjudicator at the Music Festival.

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- S. Contract for Services with Robert Klevan – PGMS Music Festival 169
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the Contract for Services with Robert Klevan to work as an adjudicator at the Music Festival.
- T. Contract for Services for Don Beto’s Taco Truck – Ratification 175
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends that the Board ratify and approve the request for the Rotary Invitational Track Meet.
- U. AVID Spring College and Career Visit (Out of County Trip) – Ratification 181
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board ratify and approve the request of a visit for both Pacific Grove Middle School and Pacific Grove High School.
- Public Comment:
 - Board Discussion:
 - Move: _____ Second: _____ Vote: _____

VIII. INFORMATION/DISCUSSION

- B. City of Pacific Grove – School Resource Officer (SRO) Update 184
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board receive information regarding the School Resource Officer (SRO).
- Public Comment:
 - Board Comment:
 - Direction: _____

IX. PUBLIC HEARING – ITEM A (ACTION/DISCUSSION) 205

Public Hearing: The District’s Governing Board Will Hold a Public Hearing on the Proposed Adoption of a Developer Fee Justification Study for the District and an Increase in the Statutory School Facility Fee (“Level I Fee”) on New Residential and Commercial/Industrial Developments as Approved by the State Allocation Board on January 24, 2024. The Adoption of the Study and the Increase of the Level I Fee are Necessary to Fund the Construction of Needed School Facilities to Accommodate Students due to Development.

Open Public Hearing: _____ Close Public Hearing: _____

- A. Adoption of Resolution No. 1122 – Increase to Level I Levy of Developer Fees

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Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and adopt Resolution No. 1122 to Increase Developer Fees to meet the State Allocation Boards Level I Fee Schedule.

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

X. PUBLIC HEARING – ITEM B (INFORMATION/DISCUSSION)

213

Public Hearing: Pursuant to Education Code Section 60119 and 60422, the District's Governing Board Will Hold a Public Hearing on the Proposed Adoption of the following three textbooks for the Pacific Grove High School: *Hole's Essentials of Human Anatomy and Physiology, High School 2nd Edition; National Geographic, American Government, Cengage Learning Inc. 2022; AP Government and Politics: American Government – Stories of a Nation, bfw publishers 2021.*

Open Public Hearing: _____ Close Public Hearing: _____

A. Pacific Grove High School Textbooks

Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board receive information regarding the three textbooks to be used by the Pacific Grove High School.

- Public Comment:
- Board Discussion:

XI. ACTION/DISCUSSION

B. Measure D & A Citizens Oversight Committee

223

Recommendation: (Jon Anderson, Director of Maintenance, Operations, and Transportation) The District Administrator recommends that the Board review and select new members for the Citizens Oversight Committee.

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

C. Adoption of Resolution No. 1123 – Order of Election for November 5, 2024

225

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and adopt Resolution No. 1123 Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 5, 2024 General Election.

- Public Comment:
- Board Discussion:

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- Move: _____ Second: _____ Vote: _____

D. Adoption of Resolution No. 1124 – Asian American Pacific Islander Heritage Month 231

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and adopt Resolution No. 1124 Proclaiming May 2024 as Asian American Pacific Islander Heritage Month.

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

E. Proposed Board Calendar/Future Meetings 234

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

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

XII. INFORMATION/DISCUSSION

D. Review of Legal Fees 239

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review legal fees expended from July 1, 2023 through February 29, 2024.

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

E. Future Agenda Items

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

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

XIII. ADJOURNMENT

Next special Board Meeting will be held on April 18, 2024

Next regular Board Meeting will be held on May 9, 2024

- ☐ 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: PGUSD Threat and Risk Assessment Board Study Session

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent Business

RECOMMENDATION:

The District Administration recommends the Board review and consider the following information as presented by M.C. Kimball and Associates

BACKGROUND:

As part of the Districts long term plan to develop safer and healthier school environments, PGUSD contracted with M.C. Kimball and Associates for a districtwide Site Safety and Security Threat Vulnerability Risk Assessment for the 2023-24 school year.

The assessment included the following areas of focus, and findings will be presented in areas of policy adjustments, additional training requirements, and facilities infrastructure recommendations.

Phase 1

- Top 10 Staff Concerns
- S.W.O.T. Analysis
- Active Shooter Readiness and Response Assessment

Phase 2:

- Perimeter Analysis and Assessment
- Drone Assessment
- Custodial Staff Interview
- Day and Night Assessment
- Crime Prevention Through Environmental Design (CPTED) Analysis
- Natural Hazard Disclosure and Analysis

Phase 3:

- Interior Facilities Assessment
- Interior School Grounds Assessment

INFORMATION:

The Administration recommends the Board discuss the findings being presented by M.C. Kimball and Associates and staff, and provide direction to staff as to the principal areas of focus for 2024-24.

FISCAL IMPACT:

Fiscal impact is pending the Boards direction on priorities

Pacific Grove Unified School District Threat Vulnerability Assessment Update

11/240



-
- "The fact is, school safety is a never ending process of learning and building upon past experiences and the experiences of others. Even if you are relying on systems to protect your schools, you can't install them and forget about them. School Safety is a monster that needs constant attention and needs to be fed often. If you neglect the monster, it will bite you hard."



HISTORY



2010 –2011 SJCOE, SMCOE and MCOE
2010 – CSULB
2010 – 2014 Northern Ca. Insurance
Authority
2012 - SUHSD
2022 - Present MCOE County School
Safety Coalition

- M.C. Kimball and Associates, Inc., a California based company, is an innovative company that provides customized and specialized training, and consulting services SINCE 1989

DIVISION 1	DIVISION 2	DIVISION 3
SAFETY TRAINING AND CONSULTING	THREAT ASSESSMENTS	STUDENT ACTIVE CRISIS TRAINING AND SAFETY TRAINING
STAFF TRAINING AND CONSULTING	PHYSICAL VULNERABILITIES BEHAVIORAL THREATS	WGYB PROGRAM

Behavioral Threat Assessments and Vulnerability Threat Assessments;

What are they?



The history of school-based behavioral threat assessments can be traced back to the Safe School Initiative, a report produced by the Department of Education and the Secret Service after the Columbine High School shooting.

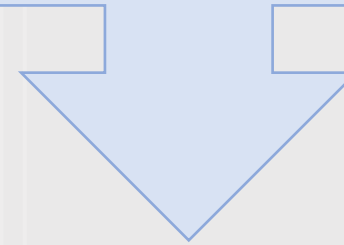
Behavioral Threat Assessment and Management provides a proactive, evidence-based approach for identifying individuals who may pose a threat and for providing interventions before a violent incident occurs.



Following the horrific school attacks at Columbine in the late 1990's Schools along with the US Department of Education began to develop safety plan for emergency operations. Over the years, the safety and security of educational institutions have become increasingly paramount. This has led to the development and evolution of threat assessment and risk assessment processes for school facilities.

Threat Vulnerability Assessments

- Focuses on the organization's facility, procedures and practices
- Conducted on a routine and scheduled basis
- Focused primarily on structures and things and may involve human performance

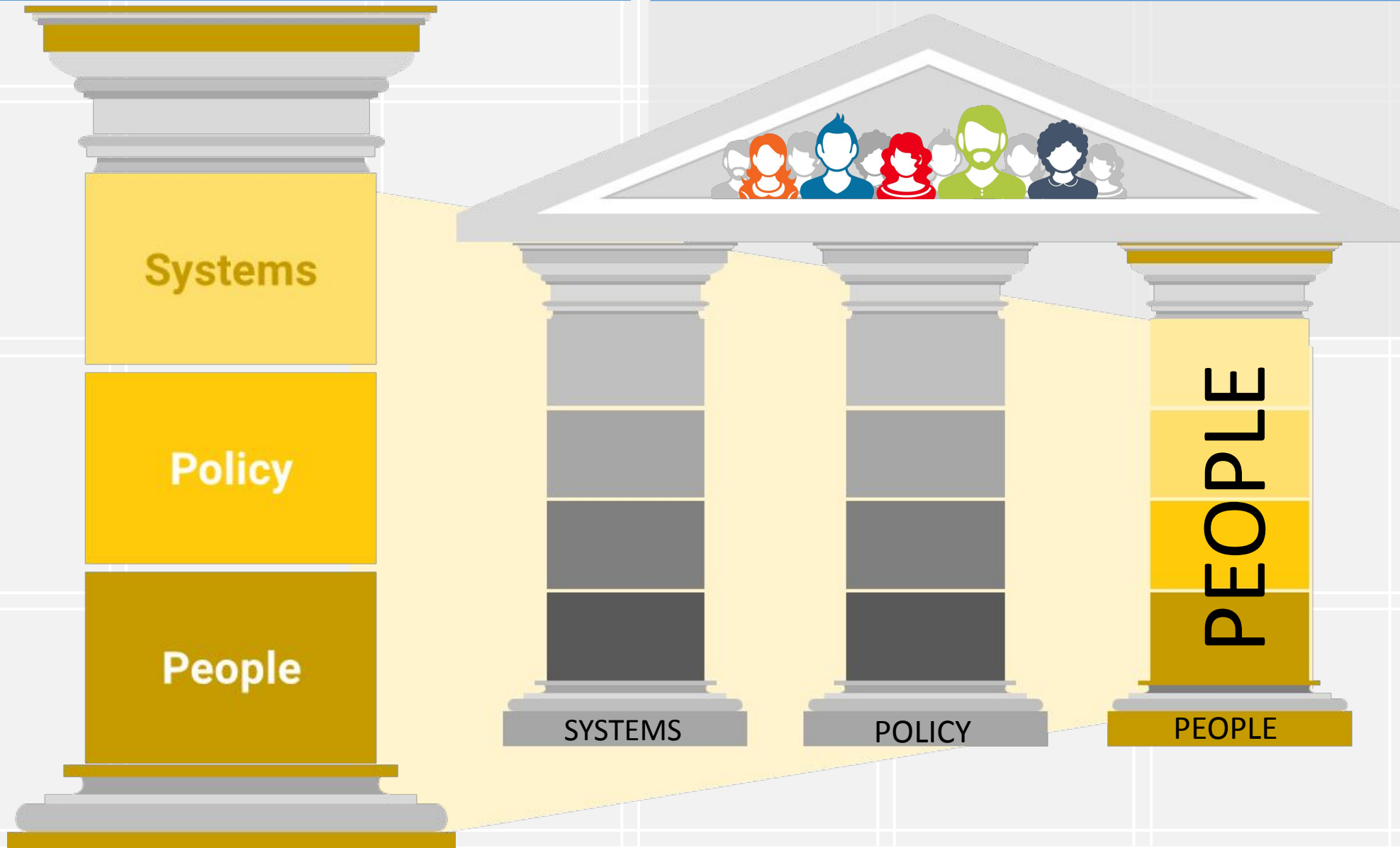


Behavioral Threat Assessments

- Focuses on a given individual(s) as a potential threat
- Conducted as the need arises
- Examines people and behaviors

The Difference

School Safety Pillars



RISK MANAGEMENT



- Best Practices and the New Standard of Care involve annual site Risk Assessments ideally conducted internally by school personnel.
- Best practices New Standard of Care also involve a Comprehensive Threat Vulnerability Assessment conducted by a 3rd Party every five years.

NATIONWIDE SCHOOLS BEST PRACTICES



Table 1. Ten essential actions for physical and emotional safety of schools

Physical safety	Emotional security
1. Comprehensive school safety assessment	2. School climate
3. Campus, building, and classroom security	4. Anonymous reporting systems
5. Coordination with first responders	6. Behavior threat assessment and management
7. School-based law enforcement	8. Mental health resources
9. Drills	10. Social media monitoring

Each of these actions will be discussed in more detail in the pages that follow.

- Ten Essential Actions of School Safety
- 2020 Study and Report

BEST PRACTICES
CALIFORNIA
DEPARTMENT OF
EDUCATION

- Controlled Access to Buildings
- Establish relationships with local first responders
- Learn respective roles before an emergency occurs
- Coordinate emergency response drills
- Required badges or picture IDs for faculty and staff
- Random sweeps for contraband
- Student drills on emergency procedures



SECURE PERIMETER	POLICIES TO COMBAT BULLYING	BEHAVIORAL THREAT ASSESSMENTS
LIMITIED VISITOR ACCESS AND CONTROL	POSITIVE STUDENT/TEACHER RELATIONSHIPS	TRAINING, SUPPORT AND OVERSIGHT
SURVEILLANCE MONITORING INSIDE AND OUT	SEE SOMETHING/SAY SOMETHING PROGRAMS	MAINTAIN EMERGENCY POLICIES AND PROCEDURES
RISK ASSESSMENTS	ENCOURAGE PEACE MAKING	CONNECT WITH STAKEHOLDERS

NATIONWIDE SCHOOLS BEST PRACTICES

•Ca. Education Code 35294.6



PROVIDE TRAINING AND PROFESSIONAL DEVELOPMENT	CREATE A CRISIS RESPONSE BOX	PRACTICE READINESS AND EMERGENCY MANAGEMENT
CONDUCT AGE APPROPRIATE DRILLS	CREATE EMERGENCY SUPPLIES LIST	ESTABLISH RELATIONSHIPS WITH FIRST RESPONDERS
LIMITED VISITOR ACCESS AND CONTROL	ESTABLISH MONTHLY SAFETY COMMITTEE MEETINGS	ESTABLISH A SEE SOMETHING SAY SOMETHING CULTURE PROGRAM
ENCOURAGE COLLABORATION	ESTABLISH AND TRAIN A BEHAVIORAL THREAT ASSESSMENT TEAM	REQUIRE SITES TO HAVE SAFETY/SECURITY SITE ASSESSMENTS AND PARTICIPATE IN IMPROVEMENTS

NOTICABLE CHANGES IN MONTEREY COUNTY SCHOOLS

- SB-390 CAMPUS SAFETY TRAINING
- SB-1626 ANNUAL SAFETY TRAINING
- AB-1747 ANNUAL TACTICAL TRAINING STAFF AND STUDENTS
- SB-906 BEHAVIORAL THREAT ASSESSMENTS



IMPROVED LIMITED VISITOR ACCESS AND CONTROL	SWITCH TO BIG FIVE PROTOCOLS	UPDATE OF CSSP'S AND EOP'S
INCREASED PRESENCE OF CAMPUS SAFETY SUPERVISORS AND SECURITY	INCREASED TACTICAL TRAINING WITH EDUCATORS AND STAFF	UPDATE OF LOCKS, WINDOWS, GLAZING AND HVAC
ENHANCEMENTS TO PERIMETER CONTROL AND SCHOOL COMMUNICATIONS	INCREASED TACTICAL TRAINING WITH STUDENTS	VULNERABILITY THREAT ASSESSMENTS
COMPREHENSIVE BEHAVIORAL THREAT ASSESSMENT TEAMS AND PROCESSES	USE OF BIG FIVE DRILLS	INCREASE IN SCHOOL COMMAND POST TRAINING



PGUSD Threat Vulnerability Assessments

THE BIG FIVE SAFETY PROTOCOL



Shelter in Place

For environmental hazards (e.g. poor air quality, mountain lions): Go inside immediately. Close doors and windows.



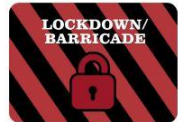
Drop, Cover, and Hold On

For earthquakes and explosions: Protect from falling debris. Drop to the floor. Take cover and hold on.



Secure Campus

For potential threats of violence near-by: Go inside the nearest building. Close and lock all doors. Remain inside and continue with learning.



Lockdown/Barricade

For immediate threats of violence on premises: Go inside. Lock and barricade all doors. Cover windows and turn off lights. Remain quiet and alert.

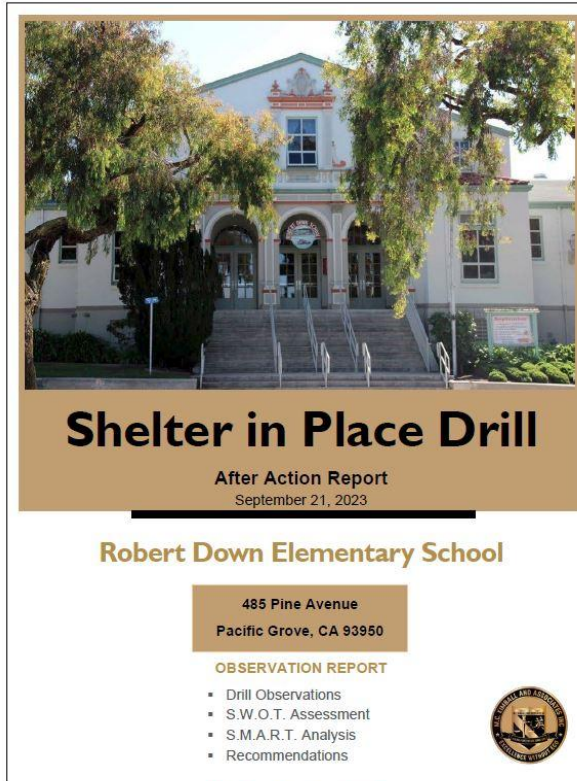


Evacuation

For when conditions outside are safer than inside: Utilize "Look, Listen, and Leave." Exit the building and move to a safe location.

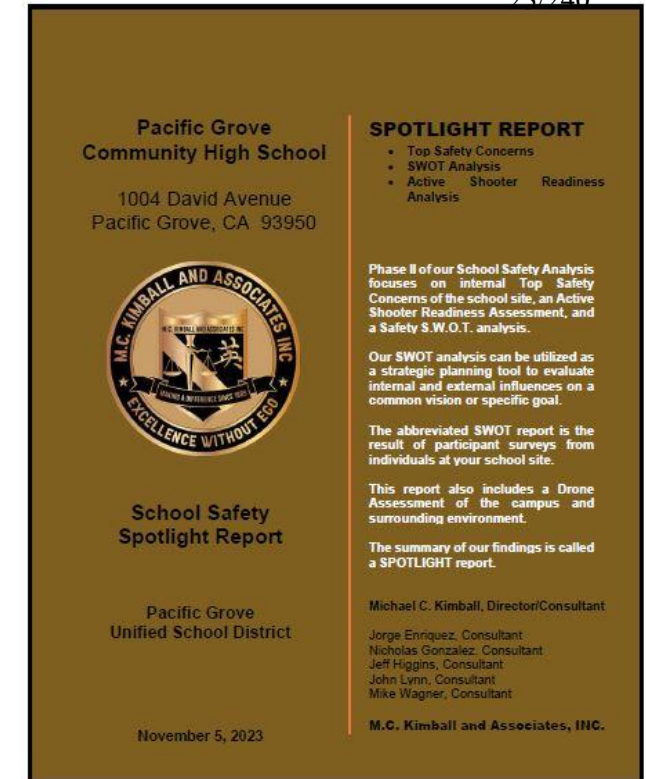


Updated May 2022



M.C. Kimball and Associates, INC

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THE BIG FIVE SAFETY PROTOCOLS

DRILL AFTER ACTION REPORTS

THREAT VULNERABILITY ASSESSMENTS

- Perimeter Assessment - Limited Access Control, ½ mile Safe Routes, Drone Assessment
- Infrastructure Assessment
- Spotlight Assessment - Crime Analysis, Megan's Law Check, Parent Survey, Teacher Survey, Top 10 Concerns (site), NHD Report, CPTED Analysis



Executive Summary

Pacific Grove Unified School District
District Report
Pacific Grove, California 93950

Introduction

M.C. Kimball and Associates, Inc. conducted a comprehensive, four-phase Site Safety Threat Vulnerability Assessment of the Pacific Grove Unified School District (PGUSD) encompassing six sites in Pacific Grove, California. While an executive summary was prepared for each site addressing specific concerns, this district-wide report serves as a consolidated overview of the common issues identified across the six sites. By examining the findings and trends from each site assessment, this report aims to comprehensively understand the district's security landscape. It highlights common vulnerabilities, challenges, and areas needing improvement, offering a broad perspective that can inform district-wide strategies and resource allocation to enhance overall safety and security measures.

The assessment encompassed multiple site visits at various times from June 2023 through November 2023 and included interviews with staff and volunteers. Data for the assessment was compiled from the following:

- **Phase 1:** Pre-Assessment Phase / Crime Analysis / Megan's Law Database / 1-Mile Radius Analysis
- **Phase 2:** Top Safety Concerns / Strengths, Weaknesses, Opportunities, and Threats (S.W.O.T.) Analysis / Active Shooter Readiness and Response Assessment / Drone Assessment
- **Phase 3:** Perimeter Assessment and Analysis with Custodial Staff Interview / Day and Night Analysis / Crime Prevention Through Environmental Design (CPTED) Analysis / Natural Hazard Disclosures and Analysis / Parent Surveys and Interviews / Police Chief Interview
- **Phase 4:** Interior Facilities Assessment and Analysis / Interior School Grounds Assessment and Analysis

Key Findings

Crime Analysis / Megan's Law Database

The crime analysis consists of crimes reported between January 1 and September 10, 2023. The data collected represents actual police reports, not calls for service or the number of arrests. There were 470 police reports taken within the impacted area. This analysis did not include numerous other reports, such as mental health holds, information reports, and assisting outside jurisdictions. The top five crime

Executive Summaries

- Site Specific
- District Wide

TRAINING

25/240

Culture of Safety
Life Skills
Perishable Skills



Training Requirements

AB-1747 Course Topics Include:

Safety Situational Awareness for
School Safety

Student Safety Training
(We've Got Your Back Student
Safety Training™)

Active Shooter, Violent Intruder
Response training

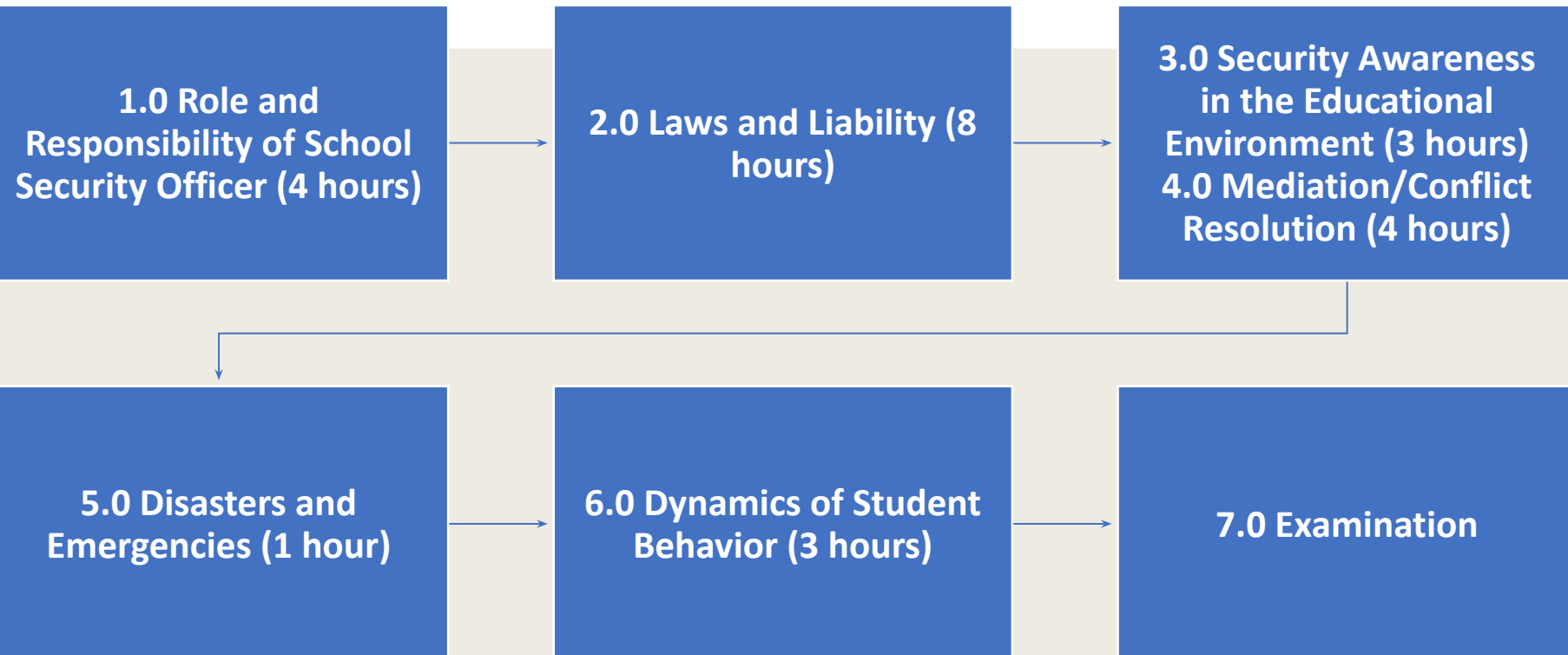
Active Shooter, Violent Intruder
Response Training for School Bus
Drivers

Table Top
School Command Post Training

MULTI-DISTRICT /REGIONAL SB-390 TRAINING for Campus Safety and Security



Senate Bill 390 state law requires that campus safety monitors, Campus Safety Supervisors, Yard Duty Personnel, Covid Monitors and Security



MULTI-DISTRICT /REGIONAL TRAINING



SB-1626 - Campus Safety Monitor, Campus Safety Supervisor, and Campus Security

Personal Development Ongoing Training - Ed Code 38001.5, Ed Code, Section 32281 – 32284

SB-1626 COURSES INCLUDE:

Developing and Maintaining Situational Awareness for Campus Safety & Security

Disarming Dialogue /De-escalation skills – creating control through the presence and words

The Power of Hello

Threat Awareness/Current Threat Trends

Implicit Bias Awareness and Campus Safety

Active Shooter / Active Killer Mitigation

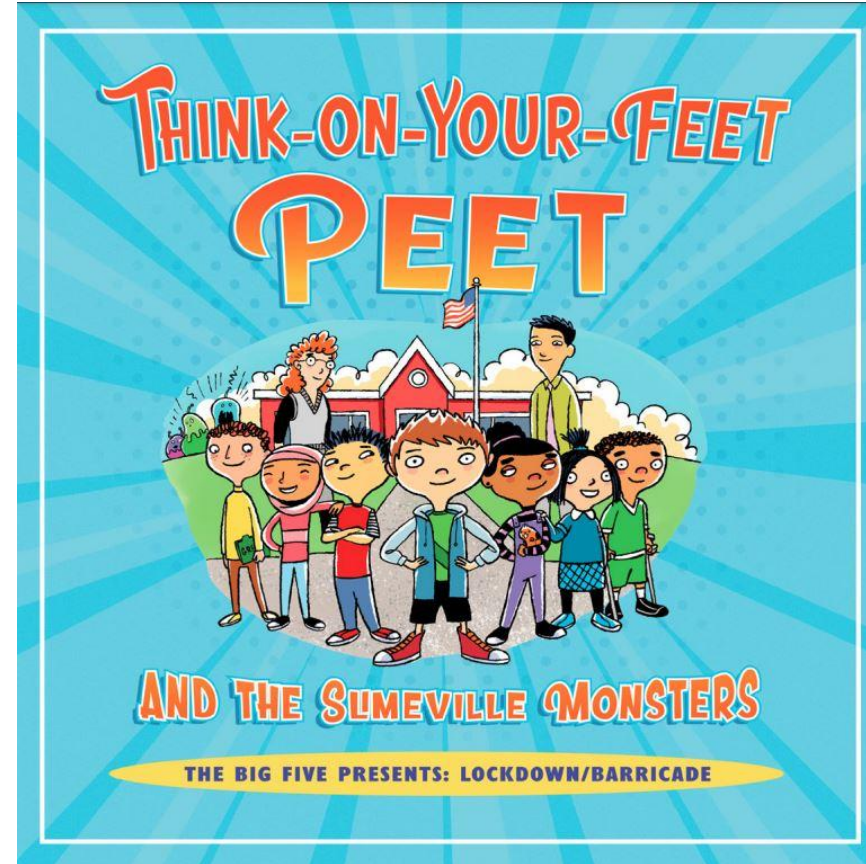
New Gang Trends

New Drug Trends

Investigating school disciplinary issues

SITUATIONAL AWARENESS TRAINING

"Think on your Feet Peet and the We've Got Your Back Program Complement Each Other to provide Students with the necessary tools for situational awareness and decision making for Active Crisis Situations"



ICS TRAINING - 100, 200, and 300 for ALL STAFF

30/240

Note:

PGUSD has added to Keenan Portal Training ICS 100 for all staff 2024-25

PGUSD has added to Keenan Portal Training ICS 100, 200 and 300 for all Incident Command Teams 2024-25

- ADDITIONALLY -

ICS TRAINING - 300, 400, 700, 800 For ALL ADMIN

The Petris Bill (Section 8607 of the Ca Gov Code), The Katz Act (Sections 35295-35297 of the Ca Ed Code)

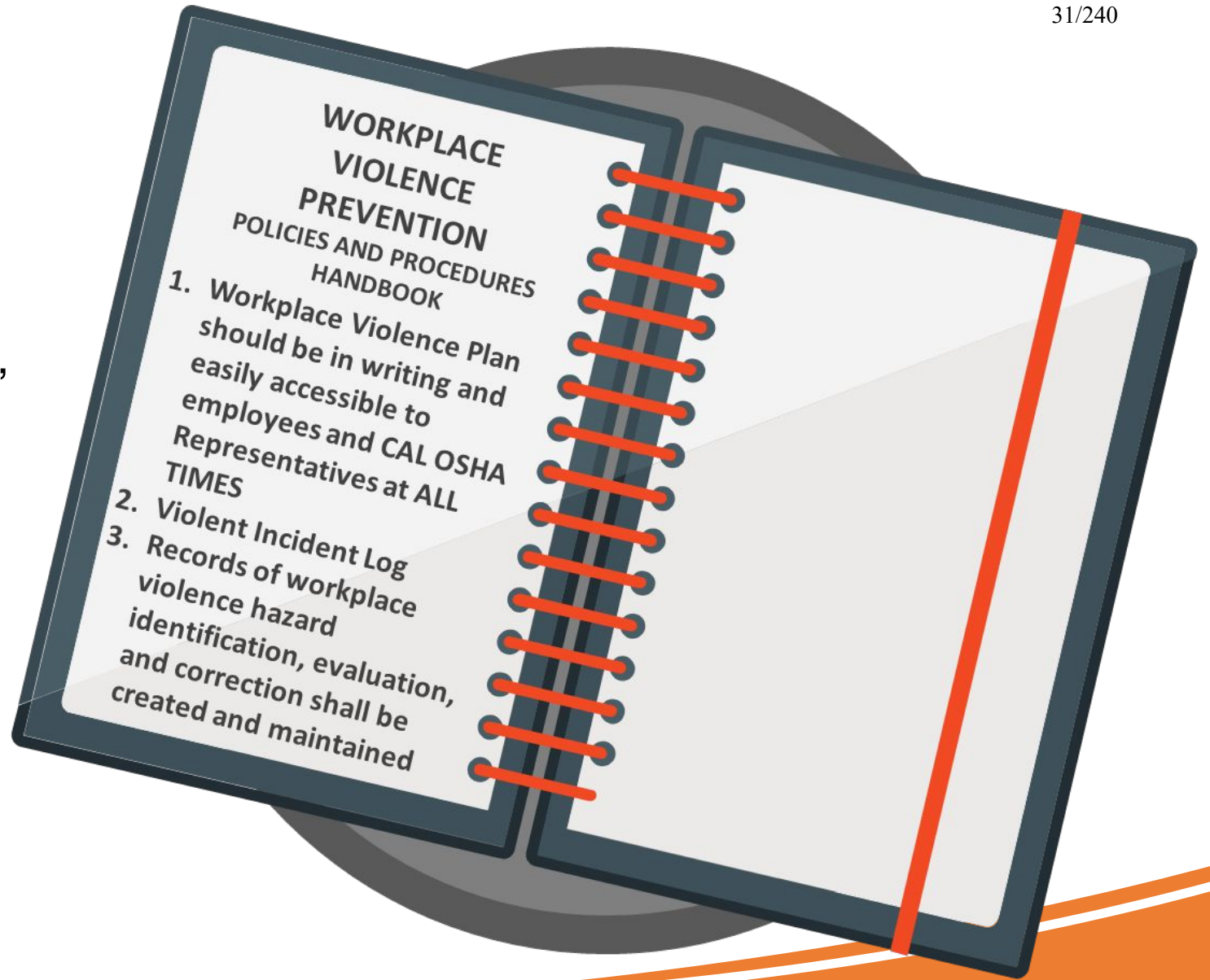


SB- 553 Workplace Violence

- Written Plan -
- HR Guide
- Reporting Procedures

Works in alignment with the following:

- *California Code of Regulations* (Title 5, Section 4600 et seq.) Discrimination, Harassment, Intimidation, and Bullying
- *Education Code* Section 32283.5. Bullying and Cyberbullying
- Assembly Bill 1747 and California Education Code (EC) Section 32281(a) CSSP's



SB-553 WORKPLACE VIOLENCE

- FOR ALL STAFF

TRAINING MUST INCLUDE

Copy of WPV Plan

How to recognize, prevent and report

Opportunity to ask questions of HR Representative

Stages of WPV Incident

Governance and compliance

WPV Violent Incident Log

Procedures on how to respond to violent emergencies, evacuations, and sheltering plans (including active shooter response)



Strategic Planning Session

PGUSD STRATEGIC PLAN



3-5 YEAR PLAN

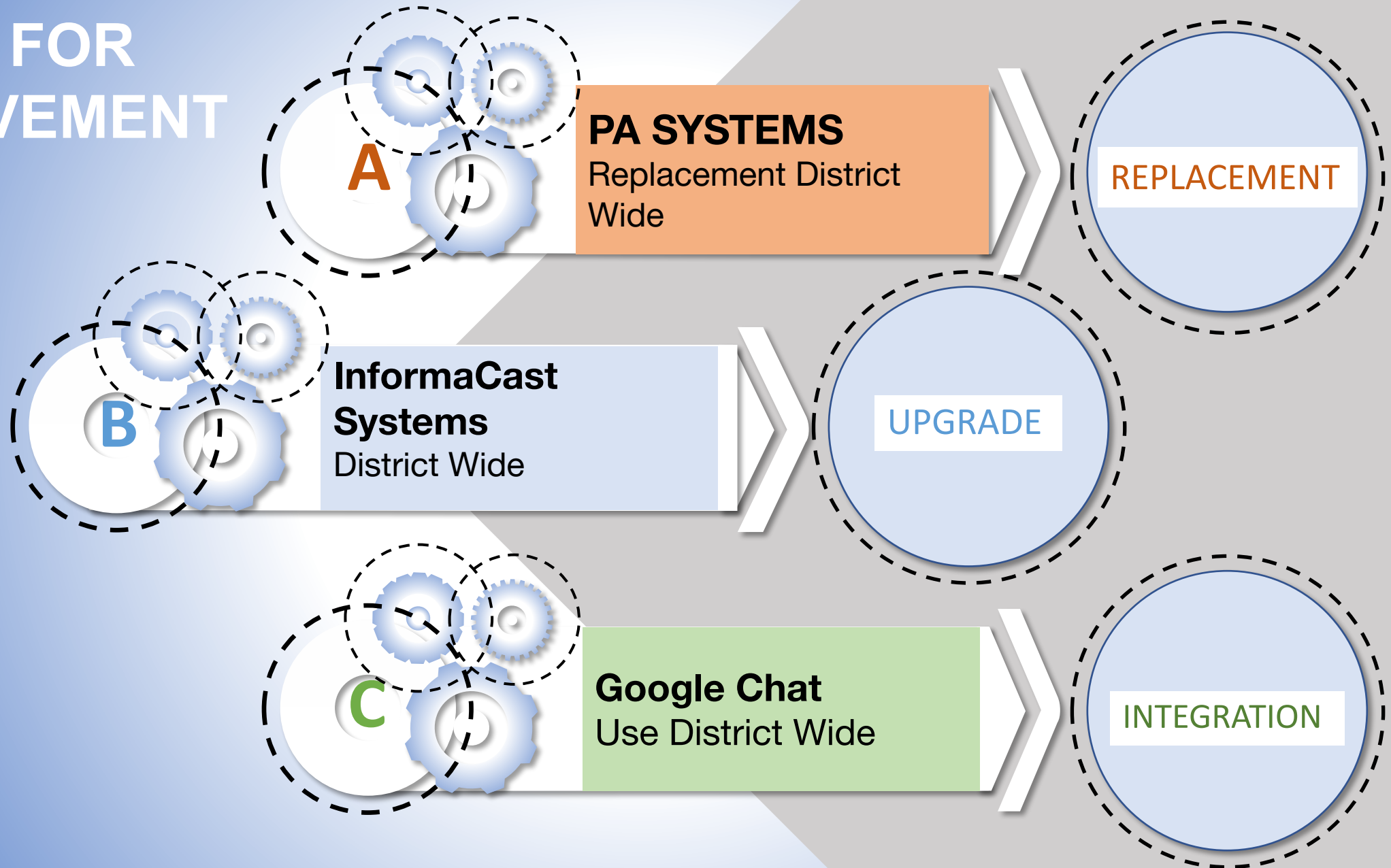
SCHOOL SAFETY ROADMAP



COMMUNICATIONS

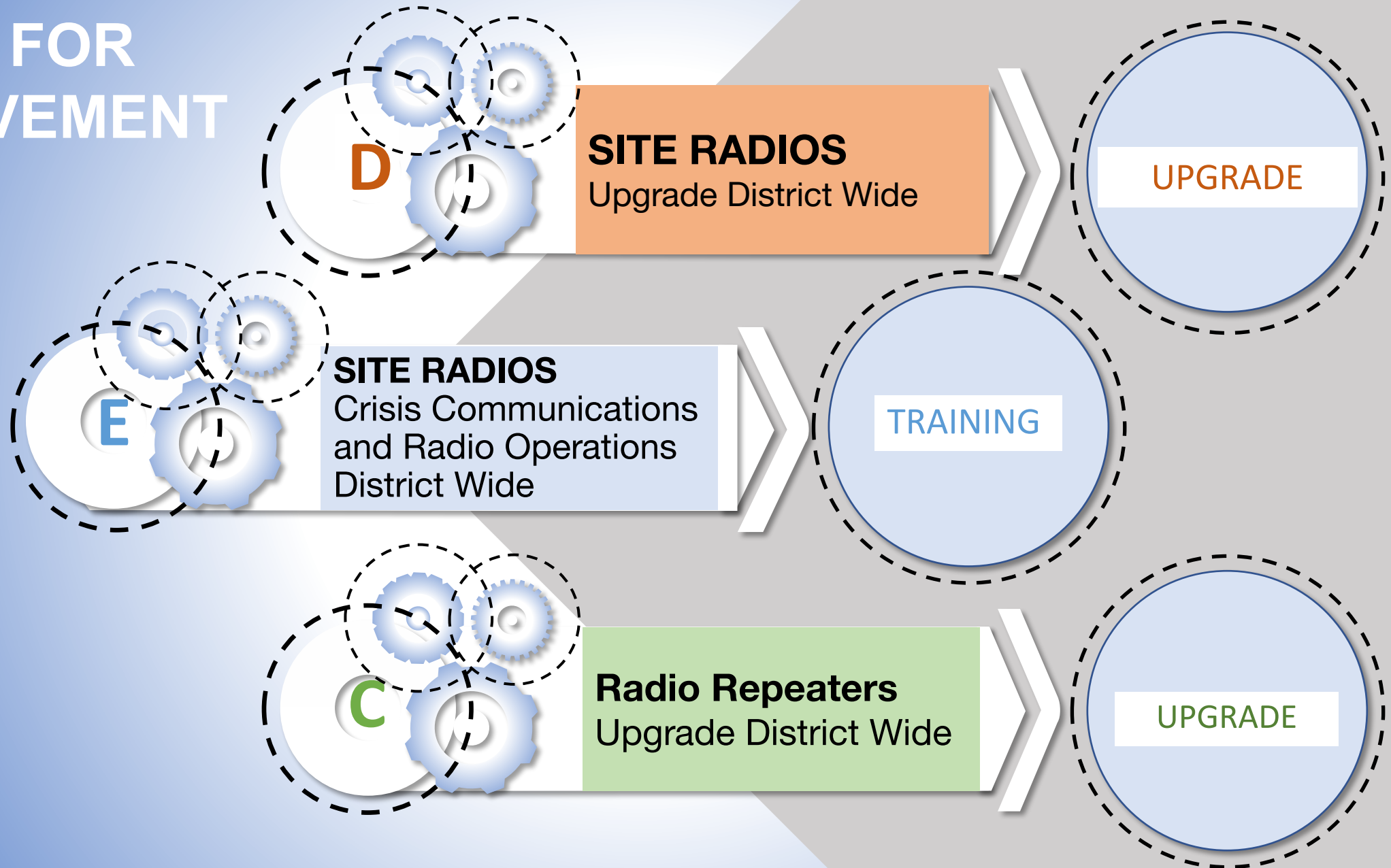
COMMUNICATIONS AREAS FOR IMPROVEMENT

35/240



COMMUNICATIONS AREAS FOR IMPROVEMENT

36/240



SAFETY COMMITTEE





SCHOOL SAFETY COMMITTEES



SITE TEAMS

Site Staff Members
Students



DISTRICT TEAMS

District Teams
Community Partners



ICS TEAMS

Teams and Community
Partners
Training and Support

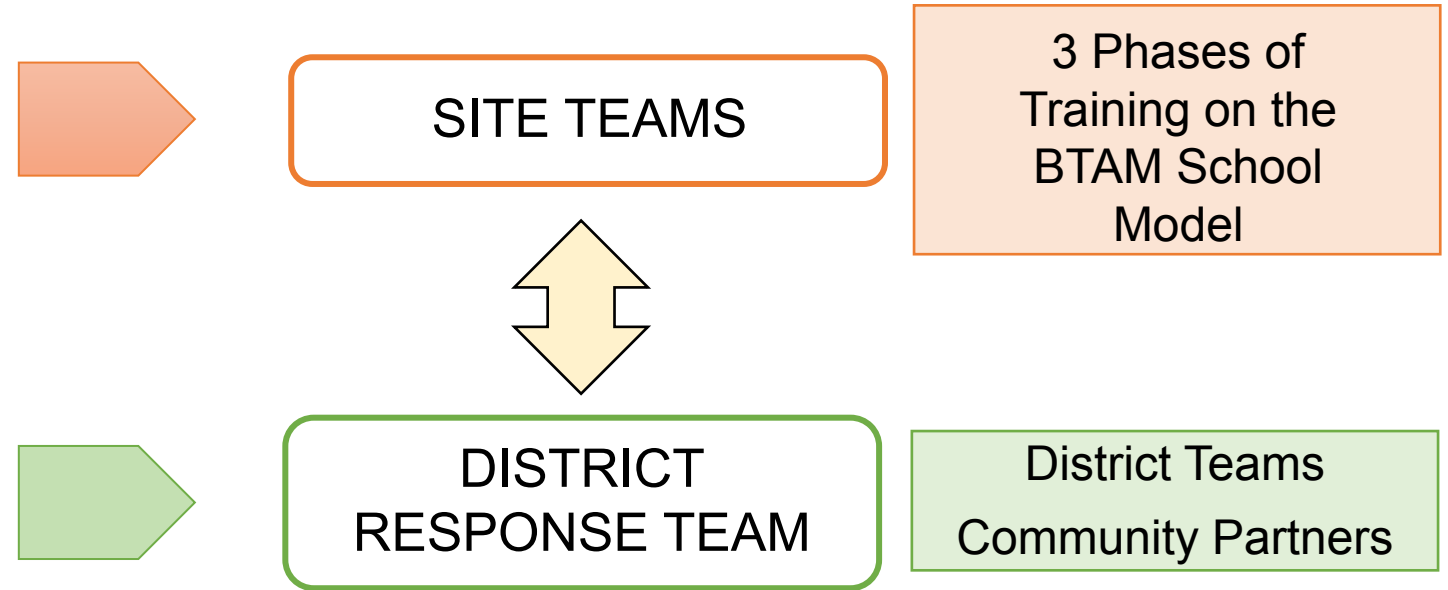
**SAFETY TEAM TRAINING – MONTHLY SITE LEVEL
MEETINGS – QUARTERLY DISTRICT LEVEL MEETINGS**



DISTRICT BEHAVIORAL THREAT ASSESSMENT TEAMS

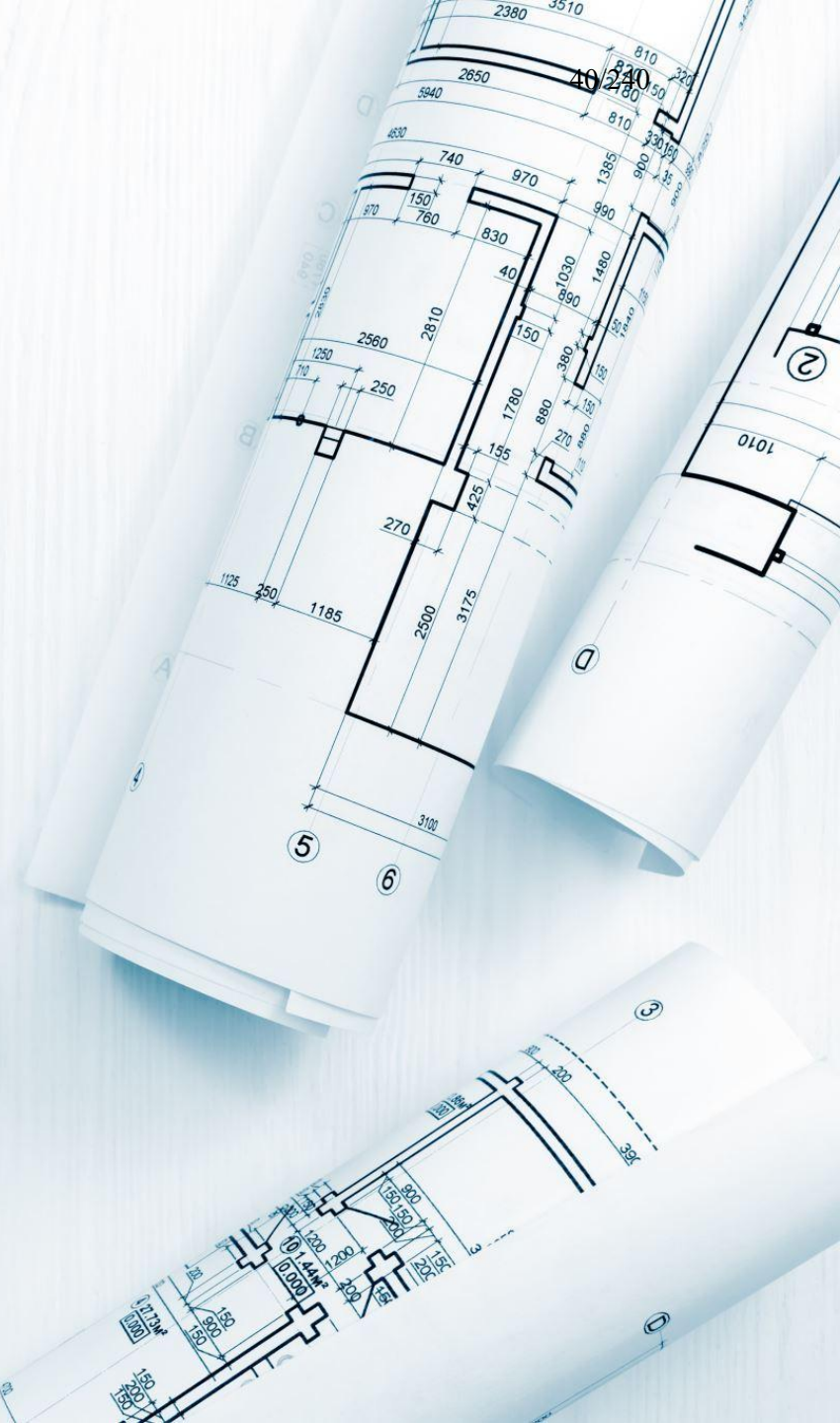
SB-906 and Ca. Ed. Code
Section 49390

MULTI-DISCIPLINARY COMPREHENSIVE TEAM



Training to recognize early warning signs, and how to work through a BTAM Threat Assessment utilizing a fact-based systematic process to identify, gather info, assess and manage situations through evidence-based approaches designed to provide interventions before an incident occurs.

Infrastructure project recommendations



Infrastructure project recommendations

1. Visitor Access and Control
2. Limited Ingress/Egress
Doors, Fencing
3. Surveillance Upgrades
4. Window Coverings



A photograph of three diverse individuals—two women and one man—sitting on white plastic stools with wooden legs against a weathered, grey brick wall. The woman on the left is a Black woman with curly hair, wearing a dark blue blazer and brown trousers, holding a large yellow speech bubble. The man in the center is wearing a red sweater, glasses, and dark trousers, holding a large red speech bubble. The woman on the right is an Asian woman with long dark hair, wearing a white shirt and a grey vest, holding a large orange speech bubble. All three are smiling and looking upwards. A semi-transparent yellow banner with the text 'Community and Staff Surveys and Interviews' is overlaid across the middle of the image.

Community and Staff Surveys and Interviews



Parent Survey Results

Top 5 Safety Concerns

1. Improve school/district communication with parents on actions being taken for student active shooter training, readiness, and prevention
2. Standardized school active crisis response training for all regular (full-time), temporary, and substitute faculty and staff
3. Secure and limit all visitor access points to school and discourage open access campus mentality
4. Address and correct bullying, potential school threats, and other inappropriate student behaviors that originate from the school student body
5. Provide an enhanced information and communication system for students to confidentially report unsafe conditions or situations to school site administrators.

School Site Safety Assessments





Forest Grove Elementary School

Top 5 Safety Concerns by Site

1. Limited Access Perimeter control through fencing, bollards, and repair of existing fence line
2. Distribution of up-to-date 2-way radio communication equipment for all relevant staff
3. Access to regular safety training, tabletops, active shooter, situational awareness, etc.
4. Upgrade to emergency power system
5. Additional School Resource Officer dedicated to school district



Robert Down Elementary School

Top 5 Safety Concerns by Site

1. Installation of improved robust locking systems on exterior perimeter gates and repairs to interior doors
2. Expansion of existing security camera system with real-time access
3. Mitigation of complacency regarding limited parent access and control
4. Installation of anti- collision bollards along Spruce Avenue, 13th Street and 14th Street perimeter termination points
5. Training for Emergency response and active crisis training



Pacific Grove Middle School

Top 5 Safety Concerns by Site

1. Development of a secondary limited visitor access control point and enhanced check-in process system and main entrance
2. Re- evaluation of second-floor alternative evacuation routes from classrooms
3. Installation of additional anti-collision bollards and planters in strategic locations around the school perimeter
4. Establishment of a centralized digital system for sharing school safety information and procedures and updates with students and parents
5. Enhanced accountability for following school safety protocols through training and development



Pacific Grove Adult Education Center

Top 5 Safety Concerns by Site

1. Enhanced limited access control, perimeter boundaries and parking lot access and control
2. Additional 2-way radio equipment
3. Additional perimeter protection for fully exposed classrooms facing Lighthouse Avenue
4. Installation of adequate emergency back-up power system
5. Maintenance and updates to aging infrastructure



Pacific Grove Community High School

Top 5 Safety Concerns by Site

1. Improved safety communications and coordination with other schools housed on same campus site
2. 2-Way radio equipment and crisis communications training
3. Upgrades to existing doorways, locks, and window safety enhancements
4. Safety training for active shooter mitigation and response to improve self-reliance in emergency situations
5. Establishment of a clear perimeter and property line with limited access control along forested areas with improved visibility



Pacific Grove High School

Top 5 Safety Concerns by Site

1. Improved Building signage and identification for exterior of buildings, access control, and update school map legends
2. Repair and enhance existing fence, access gates and perimeter control along school perimeter and parking lot entrances
3. Improve PA testing, repairs, and range
4. Enhance to limited visitor access control
5. Re-evaluation of community access agreement to school property for safety



PGUSD District Wide Assessment



Pacific Grove Unified School District Wide

Top 5 Safety Concerns by Site

1. Comprehensive school safety training for all staff and students including active shooter, situational awareness, de-escalation, and crisis leadership
2. Enhancing and creating limited access control to campus based upon the unique needs of each school site
3. Streamlined communication between the District Office, school sites, and families
4. Emergency power back-up improvements
5. Improve safety culture through communication, clarification, and understanding of procedural responsibilities


TRAINING SUPPORT^{53/240}



SITUATIONAL AWARENESS TRAINING


FOR STAFF

- **Hybrid Active Crisis Training:**
Empower, Educate, and Protect
- Step into a transformative learning experience with our Hybrid Active Crisis Training, a dynamic and engaging class designed to empower individuals with essential skills for crisis response through situational awareness while fostering a trauma-informed, inclusive, and enjoyable atmosphere. This high-energy course is structured into three parts, ensuring a comprehensive and interactive learning journey.



M.C. Kimball and Associates, INC
"Together Making a Difference"
AB-1747 Tactical Responses to Criminal Incidents
Training to safeguard pupils and staff

"Excellence is the result of caring more than others think is wise, risking more than others think is safe, dreaming more than others think is practical, and expecting more than others think is possible."



Hybrid Active Crisis Training

Hybrid Active Crisis Training: Empower, Educate, and Protect

Step into a transformative learning experience with our Hybrid Active Crisis Training, a dynamic and engaging class designed to empower individuals with essential skills for crisis response while fostering a trauma-informed, inclusive, and enjoyable atmosphere. This high-energy course is structured into three parts, ensuring a comprehensive and interactive learning journey.

Certified training formats include:	Our training meets or exceeds:
<ul style="list-style-type: none"> • Ca. P.O.S.T. Certified Instructors • In-person training • Programs grounded in adult learning theory • Research-based curriculum 	<ul style="list-style-type: none"> AB-1747 State Requirements SB-1626 State Requirements

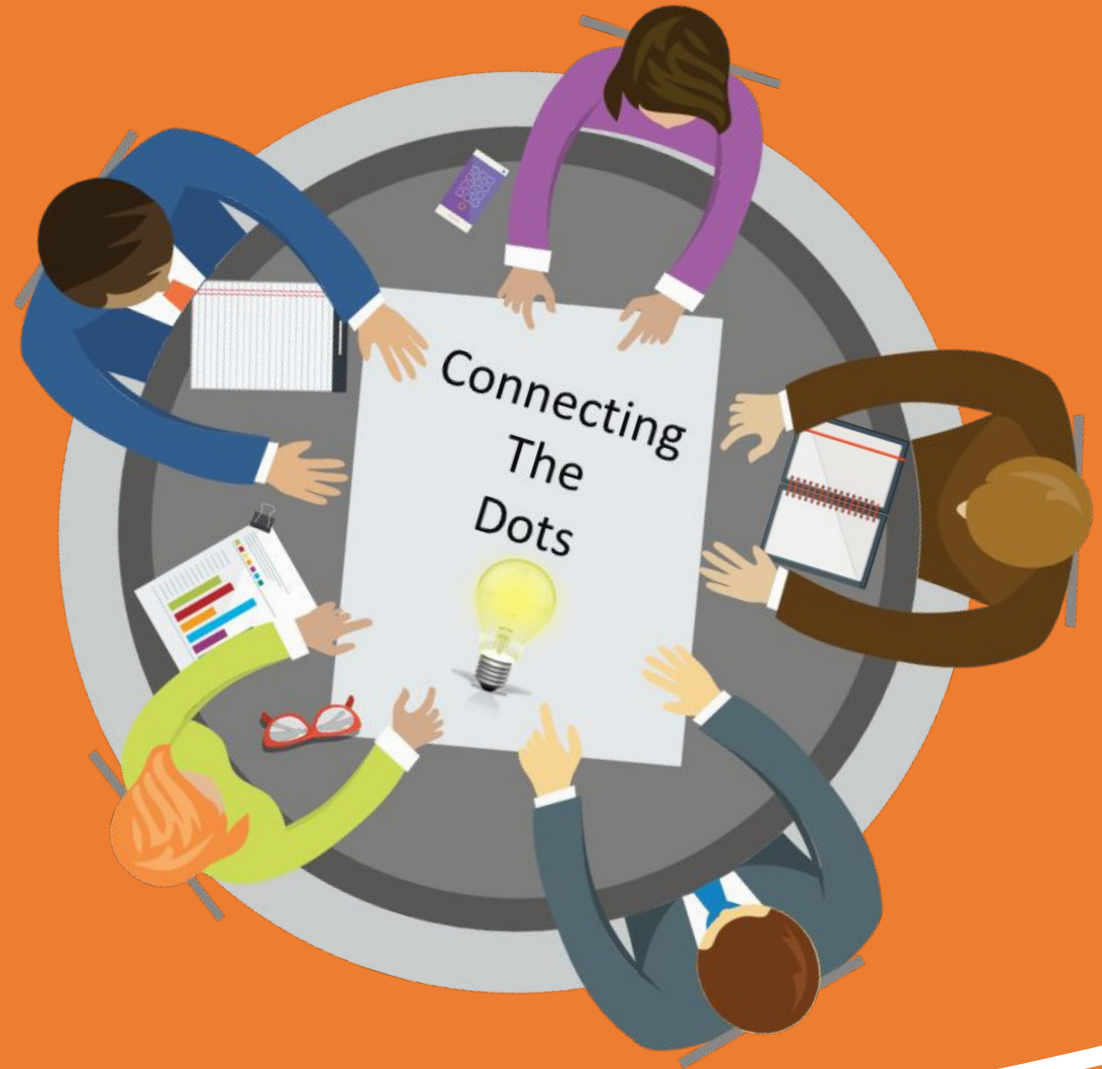
Michael C. Kimball Director of Training and Consulting 831-224-3838 mckimball.com

1130 Fremont Blvd. #277 Seaside, Ca. 93955 M.C. Kimball and Associates, INC

Connecting the Dots – THE BIG FIVE SCHOOL COMMAND POST TABLETOP TRAINING

- ALL STAFF -

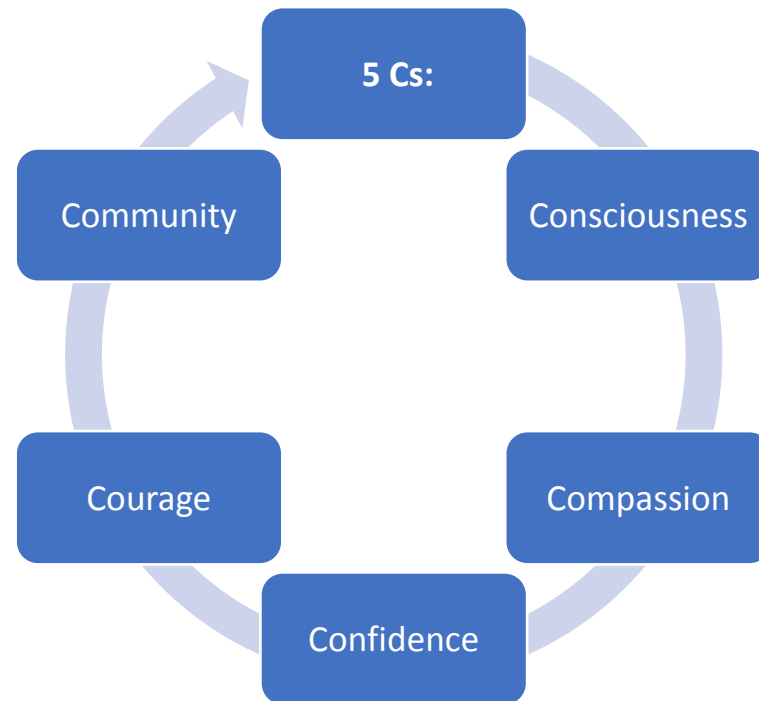
The Katz Act (Sections 35295-35297 of the Ca Ed Code) The Petris Bill (Section 8607 of the Ca Gov Code)



SITUATIONAL AWARENESS TRAINING

The We've Got Your Back™ program is a mindfulness-based alternative to active shooter drills for schools and students PreK-12. ***The goal of the series is to increase school safety through situational awareness, or our ability to identify when something is amiss in our environment.***

WGYB is based in part on mindfulness and Heart Centered Learning® (Mason et al., 2018, 2021), which focuses on student and staff well-being through 5 Cs:



High School Safety and Situational Awareness

Active Shooter Prevention Training for Schools

A customized program for your school aimed at providing your children with the knowledge and skills of Situational Awareness for safety.

This program is designed with your child in mind. The video and lessons the teachers provide are delivered in a safe, nurturing, and fear free environment. Our approach is centered on care, safety, and support.

There's a video series and classroom lessons to reinforce the learning.

Using engaging animation and creative learning experiences, your children will further develop their knowledge, skills, and abilities to be:

- More conscious of what is around them so they are able to know belongs and what does not belong.
- Aware of where they are in relation to their surroundings so they can react more effectively by knowing what is close, approaching, or moving away
- Able to choose from options to make them safe
- Aware of how they are feeling when a crisis emerges, because what they are feeling is an early indicator that something is not right and by listening to what they are feeling they are able to do the previous 3 bulletpoints more effectively.



M.C. Kimball and Associates, INC
"We've Got Your Back™"
 Student School Safety Active Crisis Training
 Situational Awareness & Preventing Acts of Violence

"Excellence is the result of caring more than others think is wise, risking more than others think is safe, dreaming more than others think is practical, and expecting more than others think is possible."

"Together, Making a Difference"
 A Team Approach for School Safety

It is our responsibility to provide a safe school environment and furnish students with the most effective training available so they can be safe.

We believe that when young people and adults at school have a strong foundation of knowledge and skills on how best to respond to crisis situations, lives can be saved and a culture of safety becomes an inherent part of their school dynamic.

To this end, we have a unique and powerful program that develops skills for youths and adults for responding to crisis situations.

Certified training formats include:	Our training meets or exceeds:
<ul style="list-style-type: none"> • Ca. P.O.S.T. Certified Instructors • TK-3rd, 4th - 8th, 8th-12th Grade Training Modules • Online Self-Paced on Demand Training 	<ul style="list-style-type: none"> Best Practices New Standard of Care

Michael C. Kimball | Director of Training and Consulting | 831-224-3838 | mckimball.com

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 Seaside, Ca. 93955 | M.C. Kimball and Associates, INC.

M.C. Kimball and Associates, Inc Training Services

57/240

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M.C. Kimball and Associates, INC
"Together Making a Difference"

"Excellence is the result of caring more than others think is wise, risking more than others think is safe, dreaming more than others think is practical, and expecting more than others think is possible."



KEEPING SCHOOLS SAFE

ACTIVE CRISIS TRAINING PROGRAM

A comprehensive Active Crisis Training program provides the necessary requisites to achieve compliance with California Government, Ed Codes, SB-390, SB-1626, AB-174, Duty to Care, Ca Gov. Code 3100 Title 1 Chap 4 Sub 835-840.6, The Katz Act - Sections 35295-35297 of the Ca Ed Code, the Petris Bill Section 8607 of the Ca Gov. Code and SB-906.

The 7 areas which comprise our Active Crises Training program include:

1. Active Shooter/Violent Intruder Response Program
2. Drill training
3. Threat Vulnerability Assessments
4. Active Shooter Readiness and Risk Assessments
5. Campus Safety Supervisor/Security Training
6. Behavioral Threat Assessment - Averting Targets Attacks
7. We've Got Your Back™ Student Safety Training

ACTIVE SHOOTER RESPONSE TRAINING

Safe Schools - Active Crisis Training Program			
Crisis Leadership Module	Module 1	Module 2	Module 3
Leadership Team Setting the Stage tabletop exercise for	Active Shooter Response - Setting Foundation	Active Shooter Response - Skills Acquisition	Connecting the Dots Crisis Rehearsal Command Post tabletop exercise
In-Person 4-Hour Module	On-Line Self-Paced 1.5 Hour Module or 4-hour In-Person Module	In-Person 4-hour Module	In-Person 4-Hour Module

M.C. Kimball and Associates, INC
"Together Making a Difference"
SB-1747 Tactical Responses to Criminal Incidents
Training to safeguard pupils and staff

M.C. Kimball and Associates, INC
"Together Making a Difference"
Active Crisis Response for Persons with Disabilities
Tactical Responses to Criminal Incidents
Training to safeguard pupils and staff

Crisis Training
Active Crisis Training, a dynamic and engaging class response while fostering a trauma-informed, is structured into three parts, ensuring a

Crisis Training Employees
1. Pupils and staff securing the perpetrators - Ed code 35280, the Act (sections 35295-35297 of the

Training meets or exceeds:
17 State Requirements
State Requirements

Training meets or exceeds:
Requirements
Requirements

and Consulting 831-224-3838 mckimball.com
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Seaside, Ca. 93955

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Priority Approvals



Priority Approvals



Review and approve high needs projects – as presented by Kimball Executive Summary



Review and approve:



Training



Systems



SOP Changes

- ☒ 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: Minutes of March 4, 2024 Board Meeting

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the minutes as presented.

BACKGROUND:

The District Administration records all Pacific Grove Unified School District Board Meetings.

INFORMATION:

All meetings of the governing board of any school district shall be open to the public and shall be conducted in accordance with Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code. All actions authorized or required by law of the governing board shall be taken at the meetings and shall be subject to the following requirements:

- (a) Minutes shall be taken at all of those meetings, recording all actions taken by the governing board. The minutes are public records and shall be available to the public.
- (b) An agenda shall be posted by the governing board, or its designee, in accordance with the requirements of Section 54954.2 of the Government Code. Any interested person may commence an action by mandamus or injunction pursuant to Section 54960.1 of the Government Code for the purpose of obtaining a judicial determination that any action taken by the governing board in violation of this subdivision or Section 35144 is null and void.

FISCAL IMPACT:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 4, 2024
 YouTube: https://www.youtube.com/watch?v=cGUCa_nMVMk

I. OPENED BUSINESS

A. Call to Order – 4:00 PM

B. Land Acknowledgement

Good evening. As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen** people and additionally pay respect to elders both past and present.

C. Roll Call

Trustee(s) Present: President Brian Swanson (BS)
 Trustee Carolyn Swanson (CS)
 Trustee Jennifer McNary (JM)
 Trustee Laura Ottmar (LO)
 Clerk Dr. Elliott Hazen (EH)

Trustee(s) Virtual at Alternate Location: N/A

Trustee(s) Absent: N/A

Administration Present: Superintendent Dr. Linda Adamson (LA)
 Assistant Superintendent Joshua Jorn (JJ)

Board Recorder: Lucero Villegas

Student Representative: N/A

D. Adoption of Agenda

- Public Comment: N/A
- Board Discussion: N/A
- Move: JM Second: EH Vote: Motion CARRIED by vote 5 – 0

I. CLOSED SESSION

➤ YouTube 2:22-4:03

A. Identify Closed Session Topics

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

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson for the purpose of giving direction and updates.
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson for the purpose of giving direction and updates.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 4, 2024
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3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]

4. Superintendent Goals Review

B. Public comment on Closed Session Topics

C. Adjourn to Close Session

II. RECONVENE IN OPEN SESSION

➤ YouTube 4:04-5:02

A. Report action taken in Closed Session:

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson for the purpose of giving direction and updates.

No discussion & no direction given

2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson for the purpose of giving direction and updates.

No discussion & no direction given

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

Information & direction given

4. Superintendent Goals Review

B. Pledge of Allegiance

III. INFORMATION/DISCUSSION

➤ YouTube 5:03-5:50

A. Board Governance Training and Self-Evaluation

Recommendation: (Dr. Linda Adamson, Superintendent) The Administration recommends

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 4, 2024
YouTube: https://www.youtube.com/watch?v=cGUCa_nMVMk

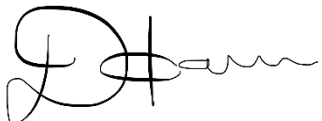
that the Board continue discussing Board Governance Training and Self-Evaluation(s).

- Public Comment: N/A
- Board Discussion: N/A
- Direction: N/A

IV. ADJOURNMENT

Next regular Board Meeting will be held on March 7, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

☒ 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: Minutes of March 7, 2024 Board Meeting

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the minutes as presented.

BACKGROUND:

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FISCAL IMPACT:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRuiHGk&t=3441s>

I. OPENED BUSINESS

A. Call to Order – 5:00 PM

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C. Roll Call

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 Trustee Carolyn Swanson (CS)
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Trustee(s) Virtual at Alternate Location: Clerk Dr. Elliott Hazen (EH)

Trustee(s) Absent: N/A

Administration Present: Superintendent Dr. Linda Adamson (LA)
 Assistant Superintendent Joshua Jorn (JJ)

Board Recorder: Lucero Villegas

Student Representative: N/A

D. Adoption of Agenda

Request to Add Item to Closed Session: Conference with Legal Counsel – Immediate action needs to be taken – On March 1, 2024, PGUSD received a letter from a firm representing Construction Industry Force Account Council (“CIFAC”) and challenging the District’s agreement with ABM Building Solutions.

- Public Comment: N/A
- Board Discussion:
 - LA – Discussed changes to original posted agenda/packet
 - LO – Should the change of Board Meeting minutes now including Trustees’ names per vote(s) be a separate roll call vote?
 - Lou Lozano answered that it is best practice to identify how each Trustee voted – Summarized Robert’s Rules of Order legal requirements
- Move: JM Second: BS Vote: Motion CARRIED by vote 5 – 0

I. CLOSED SESSION

➤ YouTube 13:04-13:49

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.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

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2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. Superintendent 120 Day Report

B. Approve Draft Amended Agenda (Discuss Potential Litigation)

C. Public comment on Closed Session Topics

D. Adjourn to Close Session

II. RECONVENE IN OPEN SESSION

➤ YouTube 13:50-16:22

Information and direction was given on potential litigation

A. Report action taken in Closed Session:

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Dr. Linda Adamson for the purpose of giving direction and updates.

Direction was given

2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Dr. Linda Adamson for the purpose of giving direction and updates.

N/A

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

Information was given

4. Superintendent 120 Day Report

Item to be presented at future Board Meeting

B. Pledge of Allegiance

III. COMMUNICATIONS

➤ YouTube 16:23-35:54

A. Written Communication

BS:

- Letter on update for Breaker Bots
- Email regarding TK Placement

EH:

- Email from Monterey County school counselor about success of ROX Program
- Email regarding PGHS's AP History Course
- Email regarding PGHS's Photography Classes

JM:

- N/A

LO:

- N/A

CS:

- Email regarding a second Upcycled Prom Closet Clothes Drive
- Email regarding school bond extension
- Email on the Brown Act Training
- Email with a concern regarding a student
- Emails regarding mock interviews
- Email regarding the PGHS Culinary Team
- Email about small school District Advisory Council for CSBA
- Email regarding a field trip

B. Board Member Comments

BS:

- Thank you to all those who helped with election

EH:

- Commended District staff for LCAP Community Input Session

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**BOARD OF EDUCATION****SPECIAL MEETING MINUTES: MARCH 7, 2024**

YouTube: <https://www.youtube.com/watch?v=Do-EvRuiHGk&t=3441s>

C. Superintendent Report (LA)

- a. LCAP Community Input Session
- b. LCAP Survey due March 25th
- c. Input Sessions for future High School Principal
- d. Varsity Basketball Team in Central Coast Division Playoffs – Kudos to Coaches
- e. First Joint Subcommittee between PG City and PGUSD on April 23rd
- f. PGMS recipient of 2024 California Distinguished Schools Award
 - i. State Award Ceremony on May 3rd
- o Pacific Grove Middle School's Teacher on Special Assignment – TOSA – Efforts Update (Sean Roach, PGMS Principal & Brice Gamble, PGMS Teacher on Special Assignment)
 - i. Presentation – Mr. Gamble

D. Safety Report (JJ)

- a. PGUSD is member of Monterey County Safe and Healthy School Coalition – Met on February 23rd – Toolkits being developed for fentanyl crisis
- b. CSSP's were submitted, reviewed and sent to MCOE
- c. Threat & Risk Assessment – Kimble and Associated are tentatively planning a Board Study Session on April 4th (Five Safety Protocols)

IV. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- YouTube 35:55-50:43

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

A. PGUSD Staff Comments (Non-Agenda Items)

Larry Haggquist (PGHS Assistant Principal):

- Upcoming School Items – Language Proficiency Test & Rallies
- WASC Visitation from 24th-27th
- Many field trips – Culinary, Photography, Science

Jessica Grogan (PGHS English Teacher):

- Presented Sophomore Reading List – Commended Dr. Linda Adamson for being visitor/presenter for classes

Erica Chavez (RHD Teacher):

- Summarized Events – Book Swap, Pajama Reading Night, STEM Night & Peppers Dine-out & Drama Performance

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

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

B. Community Members (Non-Agenda Items)

- Carol Marquart (PG Resident & PGAE Student): Cultural Proficiency Plan includes budgeted “Combined Destinies” textbook – Speaker provided list of other cultural agencies and questioned if they may be part of budgeted funds
- Metin Serttunc (PG Resident): Speaker noted that Administration did not provide clear information to the public and Board on PGUSD facility heating and ventilation needs, and that the presented code sections are requirements – not recommendations. The speaker is requesting that the Board direct Administration to give a specific report to be presented to the public for each facility – proving evidence of compliance with code requirements. If the facilities do not comply, a plan is requested for how we are going to bring these facilities to compliance in the nearest future. Speaker reminded Board that government gave funding to improve the ventilation to all the school districts during the pandemic.
- Molly Daniels (Virtual Speaker – PGHS Parent): Speaker responded to Ms. Marquart’s comment regarding Cultural Proficiency Plan and added the needs of children’s social and behavioral groups

V. CONSENT AGENDA

➤ YouTube 50:44-57:12

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 February 8, 2024 Board Meeting

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.

B. Cash Receipts Report #13

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts Report #13.

C. Acceptance of Donations

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.

D. Out of County or Overnight Activities

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the request for Out of County or Overnight Activities.

E. Revolving Cash Report #5

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Revolving Cash Report #5.

F. Personnel Report

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

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board review and approve the Personnel Report.

G. Warrant Schedule 664

Recommendation: (Phyllis Lewis, Accounts Payable III) The District Administration recommends that the Board review and approve Warrant Schedule 664.

H. Food Service Surplus Equipment

Recommendation: (Robert Silveira, Nutrition Director) The District Administration recommends the Board review and approve the list of surplus equipment for discard from the Pacific Grove High School.

I. Williams/Valenzuela Uniform Complaint Report

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the information in the quarterly Williams/Valenzuela Uniform Complaint Report, per Ed. Code. 35186 (d).

J. Agreement for Consultant Services for Leadership Associates, LLC.

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends the Board review and approve the agreement for consultant services with Leadership Associates to provide executive coaching and mentorship for the Superintendent.

K. Contract for Services with Ann Jealous and Caroline Haskell

Recommendation: (Barbara Martinez, Principal) The District Administration recommends that the Board review and approve the contract for services with Ann Jealous and Caroline Haskell to provide three Cultural Proficiency classes focusing on their book *Combined Destinies*.

L. Memorandum of Understanding (MOU) – City of Pacific Grove

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Memorandum of Understanding with the City of Pacific Grove to run a summer camp at Robert Down Elementary School as part of the Extended Learning Opportunity Program.

M. Board Policy Updates Approval – Second Reading

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends the Board review and approve the Board Policy, Administrative Regulation, and Board Bylaw updates recently reviewed by the Board Policy Committee on January 24, 2024.

- Public Comment: N/A
- Board Discussion:
 - LO – Requested to pull Consent *Item M*
- Move: JM Second: CS Vote: Motion CARRIED by vote 5 – 0 for Items A-L

❖ Consent *Item M* – AR 1220

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

- Public Comment: N/A
- Board Discussion:
 - LO – Disagrees with staff recommendation to change wording from “Governing Board” to “Board of Trustees” and requested to keep text as-is per Education Code (pg. 63/504)
 - LA – Suggested AR 1220 to be brought forward for second reading during next Board Meeting
 - EH Moved and LO Second to approve *Item M* with text as-is
- Move: EH Second: LO Vote: Motion CARRIED by vote 3 – 2 for *Item M*
- BS: Aye EH: Aye JM: No LO: Aye CS: No

VI. INFORMATION/DISCUSSION

➤ YouTube 57:13-1:47:43

A. Cultural Proficiency Implementation Plan

Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board receive information about the PGUSD’s Cultural Proficiency Plan.

❖ Pacific Grove FGE, RHD, MS, HS, CHS & AE Staff Presentations

- Public Comment:
 - Mel Mason (NAACP) – Thank you for Director Roggeman’s Cultural Plan Presentation – Don’t let contracts with agencies be the substitute for the system transformation needed
 - Lyndon Tarver (NAACP President) – Added to Mr. Mason’s comment – Work PGUSD is doing with two contracted organizations is good, but highlighted 129 years of racism. How do we move forward with diversity and inclusion for the next 129 years? Speaker advised District to find funding to partner with other organizations, such as Brave Spaces.
 - Molly Daniels (Virtual Speaker – PGHS Parent): Added that Diversity Officer is needed for accountability in the District – A deep-dive is needed to look into other programs and organizations
- Board Discussion:
 - BS – Impressed by all teacher and staff time involvement with language, culture, and neurodiversity
 - CS – Thank you to staff, Mel Mason and Lyndon Tarver – Expert guidance is appreciated. When will the anti-racism policies and procedures draft be presented?
 - Director Roggeman answered that current policies and procedures will be examined to then be transformed to one-page draft by end of March – After LCAP Event & Family/Student Survey Data
 - LA added that other partnering organizations are being explored by District and staff is currently in information gathering phase

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

- EH – Thank you for engagement and expressed confidence in District training journey
- JM – Thank you for dedication and commitment to District staff for DEI work and requested future contract information for Board Members
- LO – Thank you to staff that is looking for future positive change while including other organizations
- Direction: BS – What would Board Members like to see in the future? CS, EH & BS requested staff to bring back information on Brace Spaces plus other partnering organizations
 - LO requested more information before receiving contracts
 - JM requested metrics and data to measure goals
 - Director Roggeman → Strategic Plan

VII. ACTION/DISCUSSION

➤ YouTube 1:47:44-2:24:12

A. Memorandum of Understanding (MOU) – OHANA Prevention Services Collaboration

Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the Memorandum of Understanding with the OHANA Prevention Services Collaboration.

- Public Comment: N/A
- Board Discussion:
 - Thank you to Principal Roach and AP Tovani leadership and commended PGMS for California School Recognition Program (CSR) award
 - EH – Can the contract be school-year long commitment? Principal Roach answered that contract with OHANA will be long-term
- Move: CS Second: LO Vote: Motion CARRIED by vote 5 – 0

B. Issuance of a Tax and Revenue Anticipation Note (TRAN) – Resolution No. 1119

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve Resolution No. 1119 for participation in the California School Board Association (CSBA) Cash Reserve Program for the 2024-25 Tax and Revenue Anticipation Note (TRAN) for an amount not-to-exceed \$7,500,000.

- Public Comment: N/A
- Board Discussion: N/A
- Move: JM Second: LO Vote: Motion CARRIED by vote 5 – 0

C. 2023-2024 Second Interim Report

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board approve and review the 2023-2024 Second Interim Report.

- Public Comment: N/A
- Board Discussion:

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

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

- BS – CalSTRS & CalPERS – Highlighted increase
- CS – N/A
- JM – How are expiring funds being absorbed? JJ answered that funds associated with funding positions were built into unrestricted general fund
- EH – Thank you for presentation
- LO – For Measure D, Series A – Is there a timeline? JJ answered that projects are being prioritized and completed by Director Anderson
- Move: BS Second: EH Vote: Motion CARRIED by vote 5 – 0

D. 2022-2023 District Financial Audit Report

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the 2022-2023 District Financial Audit Report.

- Public Comment: N/A
- Board Discussion:
 - CS & LO – Thank you to auditors and findings
 - BS – Thank you for level of micro-analysis from auditors and responsible staff
 - JJ – Thank you to District Office staff (Fiscal Officer Angela Rodriguez, Assistant Carly Adams & Accounts Payable Phyllis Lewis)
- Move: JM Second: BS Vote: Motion CARRIED by vote 5 – 0

E. Adoption of Resolution No. 1120 – Non-reelection of Probationary Employees

Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board adopt Resolution No. 1120 Non-reelection of Probationary Employees as presented.

- Public Comment: *Item skipped*
- Board Discussion: *Item skipped*
- Move: Item skipped Second: Item skipped Vote: Item skipped

F. Adoption of Resolution No. 1121 – Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Services

Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends that the Board adopt Resolution No. 1121 Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Services.

- Public Comment: N/A
- Board Discussion:
 - Thank you to Director Arellano for providing information
- Move: BS Second: JM Vote: Motion CARRIED by vote 5 – 0

VIII. INFORMATION/DISCUSSION

➤ YouTube 2:24:13-2:41:20

B. Quarterly Facilities Project Updates

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MARCH 7, 2024

YouTube: <https://www.youtube.com/watch?v=Do-EvRujHGk&t=3441s>

Recommendation: (Jon Anderson, Director of Facilities/Transportation) The District Administration recommends that the Board receive information on the updated quarterly report of facilities projects that are either ongoing, complete, or in the planning stages.

- Public Comment:
 - Unidentified Virtual Speaker – Has a contractor been hired for room 39 at PGMS? Board advised speaker to follow-up with District Office staff for an answer
- Board Discussion:
 - CS – For FGE – Work Safety Order for Director Anderson
 - BS – Commended PGHS building signs
 - EH – Thank you for time and effort to staff
- Direction: N/A

C. Future Agenda Items

Recommendation: (Dr. Linda Adamson, Superintendent) 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.

Note: Incorrect Board Meeting Calendar Item marked off as “Action”. The Board Calendar will be brought back during future Board Meeting.

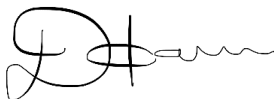
- Public Comment: N/A
- Board Discussion:
 - JM – Developer Fees
 - CS – Epinephrine at all School Site Cafeterias & Second Reading of Board Policy
- Direction: Consent Item M should be brought back to a future meeting for approval

IX. ADJOURNMENT

Note: Next special Board Meeting will be held on March 21, 2024

Note: Next regular Board Meeting will be held on April 4, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

- ☐ 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: Cash Receipts Report #14

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #14.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of February 28, 2024 to March 24, 2024.

INFORMATION:

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

PGUSD
2023-24 BOARD REPORT # 14 Cash Receipts

February 28, 2024 - March 24, 2024

Date	Num	Name	Account	Amount
Feb 28 - Mar 24, 24				
02/28/2024	22270	MISC	Benefits	227.00
02/28/2024	22271	RETIREE INSURANCE	RETIREE INSURANCE	72.00
02/29/2024	22272	RETIREE INSURANCE	RETIREE INSURANCE	2,175.33
02/29/2024	22273	Home Depot	REBATE	146.35
03/04/2024	22274	CAFETERIA	CAFETERIA	247.00
03/04/2024	22275	BASRP-FG	BASRP	35.00
03/04/2024	22276	BASRP-RD	BASRP	987.50
03/04/2024	22277	ADULT EDUCATION	ADULT EDUCATION	598.30
03/04/2024	22278	MONTEREY BAY CHARTER SCHOOL	RENT/UTILITIES	33,125.22
03/04/2024	22279	RETIREE INSURANCE	RETIREE INSURANCE	321.00
03/04/2024	22280	CAFETERIA	BANK FEE	-79.99
03/04/2024	22281	US BANK	REBATE	994.47
03/05/2024	22282	STATE OF CALIFORNIA	CAFETERIA	101,264.72
03/05/2024	22283	Facilitron	FACILITIES USE	4,044.15
03/05/2024	22284	RETIREE INSURANCE	RETIREE INSURANCE	4,536.22
03/05/2024	22285	BASRP-FG	BASRP	7,204.09
03/05/2024	22286	BASRP-RD	BASRP	11,685.32
03/05/2024	22287	BASRP-FG	BASRP	4,735.63
03/05/2024	22288	BASRP-RD	BASRP	10,232.82
03/06/2024	22289	ADULT EDUCATION	ADULT EDUCATION	39,698.25
03/06/2024	22290	ADULT EDUCATION	ADULT EDUCATION	216.05
03/06/2024	22291	STATE OF CALIFORNIA	CAFETERIA	27,184.06
03/06/2024	22292	RETIREE INSURANCE	RETIREE INSURANCE	439.00
03/07/2024	22293	PG PRIDE	GRANT	5,859.00
03/07/2024	22294	PG PRIDE	WALK WITH PRIDE	808.00
03/11/2024	22295	Developer Fees	Developer Fees	3,483.00
03/11/2024	22296	RETIREE INSURANCE	RETIREE INSURANCE	4,443.00
03/11/2024	22297	RETIREE INSURANCE	RETIREE INSURANCE	331.00
03/11/2024	22298	MONTEREY BAY CHARTER SCHOOL	RENT	21,790.79
03/11/2024	22299	CAFETERIA	CAFETERIA	228.00
03/11/2024	22300	CAFETERIA	REBATE	336.74
03/12/2024	22301	American Fidelity	REFUND	18.79
03/12/2024	22302	PGMS	DONATION	200.00
03/14/2024	22303	CASH	REIMB EXP	757.30
03/14/2024	22304	Robert Down Elementary	Birthday Books	60.00
03/15/2024	22305	RETIREE INSURANCE	RETIREE INSURANCE	111.00
03/15/2024	22306	ADULT EDUCATION	ADULT EDUCATION	600.00
03/15/2024	22307	ADULT EDUCATION	ADULT EDUCATION	2,352.00
03/15/2024	22308	Robert Down Elementary	Birthday Books	20.00
03/18/2024	22309	MISC	REFUND	500.00
03/19/2024	22310	CAFETERIA	CAFETERIA	600.00
03/19/2024	22311	MISC	REFUND	453.07
03/20/2024	22312	PGHS	DONATION	1,000.00
03/20/2024	22313	Carmel Unified School Dist	SP ED	299,076.37
03/22/2024	22314	MISC	REIMB EXP	9.82
03/22/2024	22315	ADULT EDUCATION	ADULT EDUCATION	1,015.00
Feb 28 - Mar 24, 24				594,142.37

- ☒ 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: Acceptance of Donations

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

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

INFORMATION:

During the past months the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

P.E. & D.L Lausen

\$200.00 (Music Program)

Pacific Grove High School

Jung-Ha An on behalf of Principal Lito Garcia

\$1,000 (School Donation)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

- ☒ 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: Out of County or Overnight Activities

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2023-24 OUT OF COUNTY OR OVERNIGHT ACTIVITIES

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
4/5/2024	St. Francis High School Watsonville, CA	PGHS Baseball Team League Game	School Bus	\$ 691.25	Athletics
4/9/2024	Monte Vista High School Watsonville, CA	PGHS Tennis Team League Game	School Bus	\$ 665.00	Athletics
4/17/2024-4/20/2024	George Brown Convention Center Houston, TX	PGHS Robotics FRC Robotics World Championship	Air	\$ 25,000.00	Robotics ASB Account
4/18/2024	Monte Vista High School Watsonville, CA	PGHS Lacrosse Team Non League Game	School Bus	\$ 690.00	Athletics
4/24/2024	St. Francis High School Watsonville, CA	PGHS Softball Team League Game	School Bus	\$ 665.00	Athletics
4/24/2024	Monte Vista High School Watsonville, CA	PGHS Baseball Team League Game	School Bus	\$ 665.00	Athletics
4/29/2024	Soquel High School Soquel, CA	PGHS Lacrosse Team League Game	School Bus	\$ 802.00	Athletics
4/30/2024	Watsonville High School Watsonville, CA	PGHS Softball Team League Game	School Bus	\$ 760.00	Athletics
4/30/2024	Hollister High School Hollister, CA	PGHS Baseball Team League Game	School Bus	\$ 1,000.00	Athletics
5/3/2024	Monte Vista High School Watsonville, CA	PGHS Softball Team League Game	School Bus	\$ 1,190.00	Athletics
5/4/2024	Music in the Parks Festival Milpitas, CA	PGMS Choir Singing Competition	School Bus	\$ 7,505.00	Donations & Choir Funds
5/11/2024	Del Mar High School San Jose, CA	PGHS Jazz Band Del Mar Band Festival	School Bus	\$ 2,618.00	Music Dept
5/29/2024	SJ Tech Interactive Museum San Jose, CA	Forest Grove 5th Grade Classes Class Field Trip	Charter	\$ 3,500.00	School Site Funds

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/5/2024 Day of Activity: Friday
 Activity Name/ Location: Baseball game St francis Address: 2400 E lake blvd
 City: Watsonville County: Santa cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS Baseball Grade: 9-12
 School Departure Time: 2 p.m. Pickup Time from Place of Activity: 6 p.m.
 Name(s) of Employee(s) Accompanying Students: Craig Bell
 Number of Adults: 2 Number of Students: 15
 (Total Chaperones)
 Description of Activity/ Educational Objective: League baseball game
 List All Stops: St Francis High school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 01/25/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 03/14/2024

 Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 691.25 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 691.25

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics

Account Code: 01-0000-0-1176-4200-5710-00-006-8000-0009

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 02/25/2024 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/14/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/9/2024 Day of Activity: Tuesday
 Activity Name/ Location: League tennis match @ MVC Address: 2 School Way
 City: Watsonville County: Santa Cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS Tennis team Grade: 9-12
 School Departure Time: 2 p.m. Pickup Time from Place of Activity: 6 p.m.
 Name(s) of Employee(s) Accompanying Students: Jill Houston Johanna Biondi
 Number of Adults: 2 Number of Students: 20
 (Total Chaperones)
 Description of Activity/ Educational Objective: League tennis match
 List All Stops: Monte Vista Christian school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus

(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 02/01/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 03/15/2024

 Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 665.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ _____

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other _____

Account Code: 01-0000-0-1176-4200-5820-00-006-8000-0720

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 02/01/2024 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/14/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: Apr 17 - Apr 20, 2024 **Day of Activity:** Wed - Sat
Activity Name/ Location: FRC World Championship **Address:** George R. Brown Convention Center
City: Houston, TX **County:** Harris
School: Pacific Grove High School **Teacher/ Class or Club:** Sally Richmond **Grade:** 9-12
School Departure Time: 7:00 a.m. **Pickup Time from Place of Activity:** 9:00 p.m.
Name(s) of Employee(s) Accompanying Students: Sally Richmond, Robert Hyde
Number of Adults: 3 **Number of Students:** 30
 (Total Chaperones)
Description of Activity/ Educational Objective: Compete in the world championships for FRC Robotics
List All Stops: hotel stay

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. sar (Teacher/Coach/Advisors Initials)

Means of Transportation: Air

(Board Regulation 3541.1 requirements will be complied with when using private autos: sar (Teacher/Coach/Advisors Initials)
 parents to drop off at airport

Name(s) of Auto Drivers (subject to change): _____

- () **Form-OCA-1** Release of Driver Record Information is on file with the District _____
 () **Form-OCA-2** Personal Automobile Information is on file with the District _____
 () **Fingerprint** clearance is on file with the District _____

Requested By: Sally A. Richmond Sally A. Richmond **Date:** 03/08/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia **Date:** 03/08/2024

Substitute Required: Yes **# of Days** 3 **Account Code (for sub):** _____

Cost of Activity: \$ 0 + **Cost of Transportation:** \$ 25,000 + **Cost of Substitute:** \$ 750.00 = **Total Cost (Est):** \$ 25,750.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride () Other _____

Account Code: ASB Wells Fargo Bank Robotics account #801 (\$25K is estimate for whole trip)

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: _____ **Transportation Available:** _____

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: _____ **Date:** _____

Approved by Assistant Superintendent: _____ **Date:** _____

Board Approval: _____ **Date of Board Approval:** _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/18/2024 Day of Activity: Thursday
 Activity Name/ Location: Lacrosse at MVC Address: 2 school way
 City: Watsonville County: Santa Cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS LAX team Grade: 9-12
 School Departure Time: 3 p.m. Pickup Time from Place of Activity: 7 p.m.
 Name(s) of Employee(s) Accompanying Students: Jacob Gonsalves Chris Morgan
 Number of Adults: 2 Number of Students: 25
 (Total Chaperones)
 Description of Activity/ Educational Objective: non league LAX game
 List All Stops: Monte Vista Christian High School

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus

(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 02/01/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 03/15/2024

 Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 690.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 690.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics

Account Code: 01-0000-0-1176-4200-5710-00-006-8000-0009

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 02/01/2024 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/14/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/24/2024 Day of Activity: Wednesday
 Activity Name/ Location: League game @ St. Francis Address: 2400 east lake Blvd
 City: Watsonville County: Santa cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS softball Grade: 9-12
 School Departure Time: 2 p.m. Pickup Time from Place of Activity: 6 p.m.
 Name(s) of Employee(s) Accompanying Students: Sal Lucido Chris Morgan
 Number of Adults: 3 Number of Students: 25
 (Total Chaperones)
 Description of Activity/ Educational Objective: League softball game
 List All Stops: St Francis

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 01/25/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M Garcia Date: 03/18/2024

 Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 665.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 665.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics

Account Code: 01-0000-0-1176-4200-5710-00-006-8000-0009

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 01/25/2024 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/14/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/24/2024 Day of Activity: Wednesday
 Activity Name/ Location: Baseball-MVC Address: 2 School Way
 City: Watsonville County: Santa Cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS baseball Grade: 9-12
 School Departure Time: 2 p.m. Pickup Time from Place of Activity: 6 p.m.
 Name(s) of Employee(s) Accompanying Students: Craig Bell Jeff Gray Brad Boggan(vol)
 Number of Adults: 3 Number of Students: 30
 (Total Chaperones)
 Description of Activity/ Educational Objective: League baseball game
 List All Stops: MVC high school

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 01/25/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M Garcia Date: 03/18/2024

 Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 665.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 665.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics

Account Code: 01-0000-0-1176-4200-5710-00-006-8000-0009

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 01/25/2024 Transportation Available: Yes
 Transportation Type: (x) School Bus () Charter
 Approved by Transportation Supervisor: Jon Anderson Date: 03/14/2024
 Approved by Assistant Superintendent: _____ Date: _____
 Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/29/2024 Day of Activity: Monday
 Activity Name/ Location: PGHS Boys Varsity Lacrosse Address: 401 Soquel San Jose Rd
 City: Soquel County: Santa Cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS Boys Varsity Lacrosse Grade: 9-12
 School Departure Time: 5:30 p.m. Pickup Time from Place of Activity: 8:30 p.m.
 Name(s) of Employee(s) Accompanying Students: Jake Gonsalvez and JOSHUA JORN
 Number of Adults: 4 Number of Students: 20
 (Total Chaperones)
 Description of Activity/ Educational Objective: PGHS Boys Varsity Lacrosse
 List All Stops: PGHS and Soquel High School

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. JJ (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
 (Board Regulation 3541.1 requirements will be complied with when using private autos: JJ (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Joshua R. Jorn Joshua Jorn Date: 02/15/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 03/15/2024

 Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 802.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 802.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics

Account Code: 01-0000-0-1176-4200-5710-00-006-8000-0009

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 02/15/2024 Transportation Available: Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/14/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/30/2024 Day of Activity: Monday
 Activity Name/ Location: League softball game Address: 250 East Beach St
 City: Watsonville County: Santa cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS softball Grade: 9-12
 School Departure Time: 2 p.m. Pickup Time from Place of Activity: 6 p.m.
 Name(s) of Employee(s) Accompanying Students: Sal Lucido Chris Morgan
 Number of Adults: 3 Number of Students: 25
 (Total Chaperones)
 Description of Activity/ Educational Objective: League softball game
 List All Stops: Watsonville

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
 (Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 01/25/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 03/15/2024

 Substitute Required: Yes # of Days 1 Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 510.00 + Cost of Substitute: \$ 250.00 = Total Cost (Est): \$ 760.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics

Account Code: 01-0000-0-1176-4200-5710-00-006-8000-0720

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 01/25/2024 Transportation Available: Yes
 Transportation Type: (x) School Bus () Charter
 Approved by Transportation Supervisor: Jon Anderson Date: 03/14/2024
 Approved by Assistant Superintendent: _____ Date: _____
 Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/30/2024 Day of Activity: Tuesday

Activity Name/ Location: Baseball Hollister Address: 1220 Monterey St.

City: Hollister County: San Benito

School: Pacific Grove High School Teacher/ Class or Club: PGHS Baseball Grade: 9-12

School Departure Time: 1 p.m. Pickup Time from Place of Activity: 6 p.m.

Name(s) of Employee(s) Accompanying Students: Craig Bell, Jeff Gray

Number of Adults: 3 Number of Students: 30
(Total Chaperones)

Description of Activity/ Educational Objective: League baseball game

List All Stops: Hollister High School

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus
(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____

() Form-OCA-1 Release of Driver Record Information is on file with the District _____

() Form-OCA-2 Personal Automobile Information is on file with the District _____

() Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 01/25/2024
Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito Garcia Date: 03/25/2024

Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ _____ + Cost of Transportation: \$1,000.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$1,000.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other _____

Account Code: 01-0000-0-1176-4200-5820-00-006-8000-0009

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 01/25/2024 Transportation Available: Yes

Transportation Type: () School Bus (x) Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/25/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 5/3/2024 Day of Activity: Friday
 Activity Name/ Location: softball @ MVC Address: 2 School Way
 City: watsonville County: Sanata cruz
 School: Pacific Grove High School Teacher/ Class or Club: PGHS softball Grade: 9-12
 School Departure Time: 1 p.m. Pickup Time from Place of Activity: 6 p.m.
 Name(s) of Employee(s) Accompanying Students: Sal Lucido, Chris Morgan
 Number of Adults: 3 Number of Students: 25
 (Total Chaperones)
 Description of Activity/ Educational Objective: League softball game
 List All Stops: MVC High School

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. cm (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus

(Board Regulation 3541.1 requirements will be complied with when using private autos: cm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____

- () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Chris Morgan Chris Morgan Date: 01/25/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M Garcia Date: 03/25/2024

 Substitute Required: Yes # of Days 1 Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 940.00 + Cost of Substitute: \$ 250.00 = Total Cost (Est): \$ 1,190.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Athletics

Account Code: 01-0000-0-1176-4200-5820-00-006-8000-0009

 TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 01/25/2024 Transportation Available: Yes

Transportation Type: () School Bus (x) Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/25/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: May 4th, 2024 **Day of Activity:** Saturday

Activity Name/ Location: Music in the Parks Festival **Address:** 1285 Escuela Pkwy, Milpitas, CA 95035

City: Milpitas **County:** Santa Clara

School: PG Middle School **Teacher/ Class or Club:** Masar Choir **Grade:** 6,7,8

School Departure Time: 9:00 a.m. **Pickup Time from Place of Activity:** 6:30 p.m.

Name(s) of Employee(s) Accompanying Students: Jared Masar

Number of Adults: 15 **Number of Students:** 60
(Chaperones)

Description of Activity/ Educational Objective: Students perform in a singing competition judged by choral directors.

List All Stops: Milpitas High School, Great America Theme Park

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. JM (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus

(Board Regulation 3541.1 requirements will be complied with when using private autos: jm (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____

() Form-OCA-1 Release of Driver Record Information is on file with the District _____

() Form-OCA-2 Personal Automobile Information is on file with the District _____

() Fingerprint clearance is on file with the District _____

Requested By: Jared Masar Jared Masar **Date:** 02/02/2024
Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Sean Roach **Date:** 03/22/2024

Substitute Required: No **# of Days** _____ **Account Code (for sub):** _____

Cost of Activity: \$ \$4500 + **Cost of Transportation:** \$ 3,005.00 + **Cost of Substitute:** \$ _____ = **Total Cost (Est):** \$ 7,505.00

Funds to be charged for all activity expenses: (x) Students () Club () PG Pride (x) Other Donation and MS Choir

Account Code: 01-0000-0-1157-1000-5710-00-005-1005-0720/Donations

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 02/02/2024 **Transportation Available:** Yes

Transportation Type: (x) School Bus () Charter

Approved by Transportation Supervisor: Jon Anderson **Date:** 03/22/2024

Approved by Assistant Superintendent: _____ **Date:** _____

Board Approval: _____ **Date of Board Approval:** _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 5/11/24 Day of Activity: Saturday
 Activity Name/ Location: Del Mar Band Festival Address: 1224 Del Mar Ave
 City: San Jose County: Santa Clara
 School: Pacific Grove High School Teacher/ Class or Club: Concert Band, Jazz Band Grade: 9-12
 School Departure Time: 7:00 a.m. Pickup Time from Place of Activity: 3:00 p.m.
 Name(s) of Employee(s) Accompanying Students: George Warren
 Number of Adults: 3 Number of Students: 39
 (Total Chaperones)
 Description of Activity/ Educational Objective: Juried band festival. Prep, execute program for external judging.
 List All Stops: Del Mar High School, San Jose

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. GW (Teacher/Coach/Advisors Initials)

Means of Transportation: School Bus

(Board Regulation 3541.1 requirements will be complied with when using private autos: GW (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____
 () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: George Warren George Warren Date: 01/23/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Lito M. Garcia Date: 03/12/2024

 Substitute Required: Yes # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 450 + Cost of Transportation: \$ 2,168.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ _____

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Music

Account Code: 01-0000-0-1155-1000-5200-00-006-1432-0009

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 01/23/2024 Transportation Available: Yes

Transportation Type: () School Bus (x) Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/12/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 5/29/24 Day of Activity: wednesday
 Activity Name/ Location: Tech Interactive Museum Address: 201 S. Market Street
 City: San Jose County: Santa Clara
 School: Forest Grove Teacher/ Class or Club: All of 5th grade Grade: 5
 School Departure Time: 8:15 a.m. Pickup Time from Place of Activity: 1:30 p.m.
 Name(s) of Employee(s) Accompanying Students: Fara/Sara/Cabalza/Mark
 Number of Adults: 20 Number of Students: 65
 (Chaperones)
 Description of Activity/ Educational Objective: Field Trip to Tech Interactive
 List All Stops: FG, Tech Interactive, FG

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. DC (Teacher/Coach/Advisors Initials)

Means of Transportation: Charter

(Board Regulation 3541.1 requirements will be complied with when using private autos: DC (Teacher/Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____

- () Form-OCA-1 Release of Driver Record Information is on file with the District _____
 () Form-OCA-2 Personal Automobile Information is on file with the District _____
 () Fingerprint clearance is on file with the District _____

Requested By: Danielle Condit _____ Date: 02/27/2024
 Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: Abbie Arbrun _____ Date: 03/18/2024

 Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ _____ + Cost of Transportation: \$ 3,500.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 3,500.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride () Other _____

Account Code: 01-0000-0-1110-1000-5820-00-003-1005-0720

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 02/27/2024 Transportation Available: Yes
 Transportation Type: () School Bus (x) Charter
 Approved by Transportation Supervisor: Jon Anderson _____ Date: 03/14/2024
 Approved by Assistant Superintendent: _____ Date: _____
 Board Approval: _____ Date of Board Approval: _____

- ☐ 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: Warrant Schedule 665

DATE: April 04, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Warrant schedule 665.

The attached listing of warrants identifies payments made by the District during the noted time period from February 01, 2024 through February 29, 2024.

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

665

February 2024

WARRANTS - PAYROLL

Certificated	Manual	02/05/24	\$	-
	Supp	02/09/24	\$	108,984.73
	Manual	02/15/24	\$	-
	Regular	02/29/24	\$	1,862,580.87
<u>Total Certificated</u>			\$	<u>1,971,565.60</u>
Classified	Manual	02/05/24	\$	-
	Supp	02/09/24	\$	60,484.51
	Manual	02/15/24	\$	-
	ETC	-		
	Regular	02/29/24	\$	806,337.61
<u>Total Classified</u>			\$	<u>866,822.12</u>
Other	Manual	02/05/24	\$	-
	Supp	02/09/24	\$	435.48
	Manual	02/15/24	\$	-
	Regular	02/29/24	\$	-
<u>Total Other</u>			\$	<u>435.48</u>
<u>TOTAL PAYROLL</u>			\$	<u>2,838,823.20</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12815029-12815074	04600000615-	02/01/24	\$	118,220.73
12816470-12816492	04600000616-04600000618	02/08/24	\$	90,562.61
12817904-12817923	04600000619	02/15/24	\$	73,531.04
12819125-12819163	04600000620-04600000621	02/22/24	\$	206,941.62
12821114-12821145	04600000622	02/29/24	\$	69,975.80
<u>TOTAL ACCOUNTS PAYABLE</u>			\$	<u>559,231.80</u>

☒ 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: Personnel Report

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Claudia Arellano, Director II, Human Resources

RECOMMENDATION:

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

BACKGROUND:

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

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

INFORMATION:

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

FISCAL IMPACT:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CERTIFICATED
April 4, 2024

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Ehuan, Rachel	Substitute Teacher	Various	District	On-Call	2/26/24
Garcia, Jennifer	Substitute Teacher	Various	District	On-Call	2/22/24
Palabyab, Lina	Substitute Teacher	Various	District	On-Call	3/13/24
Handford, Lillis	Substitute Teacher	Various	District	On-Call	3/18/24
Powers, Daniel	Athletic Director	1.0	PGHS	Perm	7/1/24

LEAVES OF ABSENCE

Name	Position	FTE	Site	Leave Type	Effective Dates
Warren, George	Teacher	1.0	PGHS	FMLA	4/19/24 - 5/19/24
McNickel, Rachel	Teacher	1.0	RDE	FMLA	4/30/24 - 6/30/24
Brophy, Nicole	Math Teacher	1.0	PGHS	FMLA	4/15/24 - 5/31/24

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PERSONNEL REPORT – CLASSIFIED
April 4, 2024

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Monfared, Seyed Amirhossein	ADE Instructor	Seasonal	Adult Ed	Short-term	4/1/24
Szestowicki, Zehunna	ADE Instructor	Seasonal	Adult Ed	Short-term	3/11/24
Rios, George	ADE Instructor	Seasonal	PGMS	Walk On	3/25/24
Adams, Bonnie	ADE Instructor	Seasonal	PGMS	Walk On	3/25/24
Khatri-Acharya, Sunita	ADE Preschool Instructional Assistant	1.0	ADE CDC	Prob	4/1/24
Morgan, Luciana	Clerk III	0.875	PGMS	Prob	7/17/24
Aguilar, Lluvia	Substitute	Seasonal	District	On-Call	2/1/24

LEAVES OF ABSENCE

Name	Position	FTE	Site	Leave Type	Effective Dates
Heflin, Lauren	Occupational Therapist	1.0	District	FMLA	5/14/24 -6/30/24
Pennisi, Elaine	Instructional Assistant	.5	PG Adult School	FMLA	2/22/24 - 7/22/24

- ☐ 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: Electronic Equipment Surplus

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Louis Algaze, Director of Technology Systems

RECOMMENDATION:

The District Administration recommends the Board review and approve the disposal of the obsolete electronic equipment listed in the following documentation.

BACKGROUND:

Technology has a shelf life which seems to get shorter and shorter every year as the pace of emerging technologies increases. Each site has collected obsolete equipment and prepared it for recycling/disposal.

INFORMATION:

We have a vendor, Rod Penny, who will take all of our equipment and determine what, if any, can be used by others, can be recycled or must be disposed of and do the work needed. He will go to each site and collect the piles that they have put together.

FISCAL IMPACT:

No costs associated with this service.

Because the equipment is old, it typically does not have any resale value. Attempts to determine the value of each piece/type of equipment is a very time consuming process and probably not worth the time it takes to pay a PGUSD employee to do the research, manage the items of value, find a buyer and make the sale.

District Office

Location: Storage Shed

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Xerox Printer	Old	No	Office		Workcentre 6015
Dell Monitor	Broken	No	Office		P2419HC - x2
iPad	Broken	No	Student	T97129	A1893
iPad	Broken	No	Student	T96225 - 106003	A2197
iPad	Broken	No	Student	T96229 - 106021	A2197
Laptop	Old	Yes	Office	Latitude 3580	Latitude 3580 - x5
TMobile hotspots	no longer supported	No	office		x30
Keyboards	no longer needed	Yes	Office		x24
Dell Computer Speakers	No longer needed	Yes	Office		A525
APC UPS Batteries	Bad	Yes	Office		x3

High School				
		Location:	Underneath Library	
Description/Make (brand name & type of equipment)	Quantity	Reason for Discard	Working Yes or No	Month/Year Purchased
Optiplex 7020	8	Outdated	Yes/No	
Hp Chromebook G5	5	Outdated	Yes	
Keyboards	15	Sticky Keys and soft keys	No	
iPad Air	3	ios too old		

Adult School

Location:

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Last Function	Bar Code or ID Tag If over \$500	Serial Number/Quantity
Dell Desktop 390	no longer being used	yes	students	N/A	
Dell monitor 22in	no longer being used	yes	students	N/A	
switches	no longer being used	yes	Infrastructure	N/A	6
Cisco 2821 router	no longer being used	yes	Infrastructure	N/A	1
UPS	old	no	Infrastructure	N/A	6
HP E5406 z1 ProCurve Switch J8697A	no longer being used	yes	Infrastructure	N/A	1
Samsung Monitor	Damaged	no	Office computer	N/A	1
Apple MacBook Charger	Does not work	No		N/A	1
HP ProCurve Networking Switch	Redundant	Yes	Infrastructure	N/A	1
TP-Link 5 port Desktop Switch (TL-SG105)	Redundant	Yes	Infrastructure	N/A	1

Middle School

Location:

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Quantity	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
box of computer parts	obsolete broken	no	four	none	none	none	none

Forest Grove

Location:

Carey's Classroom

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Dell Desktop Computer (x8)	Outdated, underpowered, obsolete	Yes	Fall 2012	Tech Lab	FG Library: x3798, x3771, x3780, x3797, x3792, x3769, x3768 ; PGUSD: 100361, 100371, 100099, 100360, 100091, 100373, 100374, 3580 (blue tag)	Optiplex 390
Dell Laptop	Broken motherboard, damage to power port, damage to lid	No	~2017	Classroom	PGUSD: 105336	Latitude E7450
Dell Laptop (x6)	Outdated, underpowered, obsolete	Yes	2015	Various	FG Library: T74524, T74536, T74542, T74539, T74533, T74529; PGUSD: x, 103258, 103264, x, 103255, 103261	Latitude E5540
Apple iPad (x12)	Outdated, underpowered, obsolete	Yes	Fall 2015	Various	FG Library: T81432, T82581, T81442, T81506, T81430, T81416, T81418, T81436, T81456, TT81480, T81491, T81492; PGUSD: 101775, 101691, 101785, 101692, 101773, 101759, 101761, 101778, 101798, 101823, 101834, 101835	Air
Epson projector	Outdated, obsolete	Yes	Fall 2015	Classroom	FG library: T74110, PGUSD: 104020	PowerLite 955WH

Robert Down

Location: Basement behind BASRP

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Dell Monitor E178WFPc	Out of Date	No	Staff		21 items
Plantronics A355 Headphones	Out of Date	No	Students		120 items
EPSON H683A Projector	Out of Date	No	Staff		9 items
EPSON H692A Projector	Out of Date	No	Staff		1 item
EPSON H551A Projector	Out of Date	No	Staff		2 items
4 Port Video Splitter	Out of Date	No	Staff		12 items
Elmo TT-02 RX	Out of Date	No	Staff		6 items
Elmo TT-12	Out of Date	No	Staff		2 items
Surge Protectors	Out of Date	No	Staff		8 items
Wires (Ethernet, HDMI, Power Adapters)	Damaged	No	Staff		50 items
APS Smart UPS 2200	Out of Date	No	Server Room		1 item
Super Micro DHCP Server	Out of Date	No	Server Room		1 item
CCTV Transceiver	Out of Date	No	Server Room		1 item
optiplex 390 desktop	Out of Date	No	Staff		1 item
Westinghouse TV VR-4025	Out of Date	No	Staff		1 item
Acer k272HL TV	Out of Date	No	Staff		1 item
DVR16TH!TB	Out of Date	No	Server Room		

- ☒ 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: Monterey County Behavioral Health (MCBH) Memorandum of Understanding (MOU) Amendment #1 (A-16397)

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Yolanda Cork-Anthony, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the amended MOU between the County of Monterey, on behalf of the Monterey County Health Department, Behavioral Health Bureau and the Monterey County Special Education Local Plan Area (SELPA), for mental health services.

BACKGROUND:

Monterey County of Behavioral Health (MCBH) offers mental health services to students of the LEAs (local education agency) within Monterey County SELPA. Pacific Grove Unified School District (an LEA with Monterey County SELPA) is mandated to provide services necessary to ensure students a free and appropriate public education (FAPE) including mental health services pursuant to their IEPs, IDEA, and state law.

INFORMATION:

As per the MOU between Monterey County Behavioral Health (MCBH) and Monterey County SELPA, mental health services will be provided to students pursuant to their IEP. MCBH will facilitate the provision of mental health services which may include but are not limited to: individual or group counseling services, and consultation services. This amendment is due to the increase of students who need intensive mental health services.

FISCAL IMPACT

We will use state funds and federal funds in Special Education resources 6546 & 3327 to cover a total of \$142,646.15. The total cost for students' mental health services is projected at \$300,657. The remaining \$158,010.85 will be covered out of General Funds.

**AMENDMENT NO. 1
TO MEMORANDUM OF UNDERSTANDING A-16397
BY AND BETWEEN
THE COUNTY OF MONTEREY, ON BEHALF OF
THE MONTEREY COUNTY HEALTH DEPARTMENT,
BEHAVIORAL HEALTH BUREAU AND
THE MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**

This **AMENDMENT NO. 1** to MEMORANDUM OF UNDERSTANDING A-16397 is made by and between the **COUNTY OF MONTEREY**, on behalf of the Monterey County Health Department, Behavioral Health Bureau, a political subdivision of the State of California, hereinafter referred to as “MCBH,” and **MONTEREY COUNTY SPECIAL EDUCATION LOCAL PLAN AREA**, hereinafter as to “SELPA.”

WHEREAS, the MCBH and SELPA entered into MEMORANDUM OF UNDERSTANDING A-16397 for MCBH to provide Mental Health Services, Home Alternative to Residential Treatment (HART), Residential Monitoring, and Residential Searching and Securing services to students of the Local Education Agencies within SELPA in the amount of \$4,568,437 for the term July 1, 2023 through June 30, 2024; and,

WHEREAS, the MCBH and SELPA wish to amend MEMORANDUM OF UNDERSTANDING A-16397 to revise the total MOU amount not to exceed to \$4,583,194.00 for the same term July 1, 2023 through June 30, 2024.

NOW THEREFORE, the MCBH and SELPA hereby agree to amend the MEMORANDUM OF UNDERSTANDING in the following manner:

1. Section 3.1 replaces Section 3. All references in the MEMORANDUM OF UNDERSTANDING TO SECTION 3. Shall be constructed to Section 3.1.
2. EXHIBIT B-1: BILLING STRUCTURE AND PAYMENT RATES replaces EXHIBIT B. All references in the MEMORANDUM OF UNDERSTANDING to Exhibit B shall be construed to refer to EXHIBIT B-1.
3. Except as provided herein, all remaining terms, conditions, and provisions of this MEMORANDUM OF UNDERSTANDING are unchanged and unaffected by this AMENDMENT NO. 1 and shall continue in full force and effect as set forth in this MEMORANDUM OF UNDERSTANDING.
4. This AMENDMENT NO. 1 shall be effective January 1, 2024.
5. A copy of this AMENDMENT NO. 1 shall be attached to the original MEMORANDUM OF UNDERSTANDING executed by the COUNTY on June 30, 2023.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1 to Memorandum of Understanding A-16397 as of the day and year written below.

COUNTY OF MONTEREY:

**MONTEREY COUNTY SELPA
EDUCATION LOCAL PLAN AREA:**

By: _____
Elsa M. Jimenez, Director of Health Services

By: _____
Kenyon Hopkins, Executive Director

Date: _____

Date: _____

APPROVED AS TO LEGAL FORM:

By: _____
Executive Committee Chair

By: _____
Office of County Counsel

Date: _____

Date: _____

By: _____
Colleen Stanley E.D., Chief Business Official

APPROVED AS TO FISCAL PROVISIONS

Date: _____

By: _____
Auditor/Controller's Office

Date: _____

APPROVED AS TO RISK MANAGEMENT

By: _____
Risk Management

Date: _____

Section 3.1

Section 3.1 amends and modifies Section 3 as follows, and shall be in full force and effect as set forth within the Memorandum of Understanding:

- 3.1 SELPA on behalf of the LEAs identified in this MOU, agrees to pay up to a total maximum amount not to exceed **\$4,583,194.00**. To offset the total cost to SELPA, MCBH shall seek Medi-Cal reimbursement for Mental Health Services and HART services provided pursuant to this Memorandum of Understanding for all Medi-Cal eligible beneficiaries served.

Services	Estimated Amount
Mental Health Services	\$4,194,352.00
HART	\$339,431.43
Residential Monitoring	\$32,300.00
Residential Searching and Securing	\$17,110.50
Total	\$4,583,194.00

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EXHIBIT B-1:
BILLING STRUCTURE AND PAYMENT RATES

I. SERVICES

All Mental Health Services offered by MCBH:

CALPADS	MCBH
<p>Service: Individual Counseling Code: 510</p> <p>Service Description: One-to-one counseling provided pursuant to an IEP by a qualified individual. Counseling may focus on topics such as educational, career, personal, anger control, gang awareness and prevention, and substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p>Service: Individual Therapy Code: 342/272/345/772 SFC: 10-70</p>
<p>Service: Counseling and Guidance Code: 515</p> <p>Service Description: Counseling in a group setting provided pursuant to an IEP by a qualified individual. Group counseling may focus on topics such as educational, career, personal, social skills, anger control, gang awareness and prevention, substance abuse prevention. Counseling/therapy techniques may include but are not limited to Cognitive Behavior Therapy, Rational Emotive Therapy, Aggression Replacement Therapy, Teaching Pro-Social Skills, Systematic Desensitization, and Sand Tray Therapy.</p>	<p>Service: Group Therapy Code: 352, 354, 356 SFC: 10-59</p>
<p>Service: Parent Counseling Code: 520</p> <p>Service Description: Individual or group counseling provided pursuant to an IEP by a qualified individual to assist the parent(s) of special education students in better understanding and meeting their child's needs; may include parenting skills or other pertinent issues. Counseling/therapy techniques typically involve Cognitive Behavior Therapy but may also include other techniques.</p>	<p>Service: Parent Counseling Code: 313/222/357265 SFC: 10-59</p>
<p>Service: Psychological Services Code: 530</p> <p>Service Description: These services provided pursuant to an IEP by a credentialed or licensed psychologist include interpreting assessment results to parents and staff in implementing the IEP; obtaining and interpreting information about child behavior and conditions related to learning; planning programs of individual and group counseling and guidance services for children and parents. These services may include consulting with other staff in planning school programs to meet the special needs of children as indicated in the IEP.</p>	<p>Service: Collateral Code: 312/315/358265 SFC: 10-59</p>

Service: Assessment Code: N/A SFC: 10-59 Service Description: Individual diagnostic assessment in the area of social and emotional development as specified in the student's assessment plan.	Service: Assessment Code: 332/392
Service: Social Work Services Code: 525 SFC: 01-59 Service Description: Home Alternative to Residential Treatment (HART) social work services provided pursuant to an IEP by a qualified individual, include, but are not limited to, providing one-on-one therapeutic behavioral intervention and support; working with those problems in a child's living situation (home, school, and community) that affect the child's adjustment in school; and mobilizing school and community resources to enable the child to learn as effectively as possible in his or her educational program. These services are typically provided when an IEP team has determined that a student is at imminent risk of requiring a residential placement and intense mental health support is being attempted in order to reduce the risk.	Service: Case Management/Brokerage Code: 302/202/222/305/382
Service: Medication Support Code: SFC: 60 Service Description: Medication Support Services are provided by medical staff and supports beneficiaries in taking an active role in making choices about their mental health psychiatric care. This service may include providing detailed information about how medications works; different types of medications available and why they are used; anticipated outcomes of taking a medication; the importance of continuing to take a medication even if the symptoms improve or disappear (as determined clinically appropriate); how the use of the medication may improve the effectiveness of other services a client is receiving (e.g., group or individual therapy); possible side effects of medications and how to manage them; information about medication interactions or possible complications related to using medications with alcohol or other medications or substances; and impact of choosing to not take medications.	Service: Medication Support Code: 362

II. BILLING STRUCTURE / PAYMENT RATE

MCBH shall submit to SELPA a monthly invoice in accordance with the following billing structure and payment rate.

A. Mental Health Services

MCBH shall invoice to SELPA one-twelfth (1/12th) of the Total Annual Amount. The Total Annual Amount is the estimated non-Federal Financial Participation (FFP) portion of the costs for the provision of services, referenced in section I, rendered to students during the term of the MOU, since MCBH is reimbursed FFP directly by the Department of Health Care Services. Each monthly invoice will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services up to each School District's Total Annual Amount. The Total Annual Amounts per district are estimates based on the prior year's level of service in combination with average percentage of Medi-Cal recipients served through an IEP. The Total Annual Amount is subject to change if the demand for services increases, or the average percentage of Medi-Cal beneficiaries served changes, or both. Mental Health Services shall be paid in arrears, not to exceed the total maximum amount of **\$4,194,352.00**.

School District	Total Annual Amount
Alisal Union School District	\$285,550.00
Big Sur Unified School District*	\$1,361.00
Chualar Union School District	\$13,841.00
Gonzales Unified School District	\$136,013.00
Greenfield Union School District	\$196,118.00
King City Union School District	\$129,749.00
Lagunita School District	\$11,863.00
Monterey County Office of Education (MCOE) - MCOE Alternative Education	\$49,178.00
MCOE Home Charter	\$21,354.00
MCOE TIP	\$254,302.00
Mission Union School District	\$14,829.00
Monterey Peninsula Unified School District	\$694,359.00
North Monterey County Unified School District	\$223,202.00
Pacific Grove Unified School District	\$300,657.00
Salinas City Elementary School District	\$352,607.00
Salinas Union High School District	\$933,238.00
San Antonio Union School District	\$15,817.00
San Ardo Union School District	\$14,829.00
San Lucas Union School District	\$23,727.00
Santa Rita Union School District	\$127,685.00
Soledad Unified School District	\$368,830.00
Spreckels Union School District	\$7,711.00
Washington Union School District	\$17,532.00
Grand Total FY 24	\$4,194,352.00

B. Home Alternative to Residential Treatment (HART)

MCBH shall submit to SELPA a monthly invoice for the total cost of HART subcontracted services rendered during the term of the MOU. Each monthly invoice will be based on actual costs and estimated revenue and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the full cost of the provision of HART subcontracted services. The total cost for HART is based on each subcontractor's rates and unit of services, which varies by subcontractor. HART services shall be paid in arrears according to the terms of the Agreement between the facility and MCBH, not to exceed the total maximum amount of **\$339,431.43**.

C. Residential Monitoring

MCBH shall submit to SELPA a monthly invoice for the total cost of Residential Monitoring rendered during the term of the MOU. MCBH shall invoice SELPA only for the non Medi-Cal portion of the costs for direct Mental Health Services provided to youth while conducting Residential Monitoring, and the full travel costs. Each monthly invoice will be based on travel rates set forth in the County of Monterey Travel and Business Expense Reimbursement Policy which are in accordance with the IRS guidelines, the prevailing County Interim Rates (CIRs) billed to Medi-Cal less the estimated Federal Financial Participation for direct Mental Health Services and will be submitted within thirty (30) days following the month of service.

SELPA shall pay to MCBH the non Medi-Cal reimbursable portion amount of the total costs to provide mental health services while conducting Residential Monitoring, and the full travel costs. The Total Annual Amount is estimated based on the prior year's number of youths in placement. The Total Annual Amount is subject to change if the demand for services increases. Residential Monitoring shall be paid in arrears, not to exceed the total maximum amount of **\$32,300.00**.

D. Residential Searching and Securing

MCBH shall submit to SELPA a monthly invoice for the cost of Residential Searching and Securing rendered during the term of the MOU. The rate of service per client served is \$1,140.70. Each invoice shall be based on number of clients served multiplied by the rate of service and will be submitted within their (30) days following the month of service.

SELPA shall pay to MCBH the total costs to provide Residential Searching and Securing services. The Total Annual Amount is estimated based on 15 clients per FY. The Total Annual Amount is subject to change if the demand for services increases. Residential Searching and Securing shall be paid in arrears, not to exceed the total maximum amount of **\$17,110.50**.

III. MAXIMUM ANNUAL LIABILITY

Subject to the limitations set forth herein, SELPA shall pay to MCBH during the term of this Agreement a maximum amount of **\$4,583,194.00** for services rendered under this Agreement.

Services	Estimated Amount
Mental Health Services	\$4,194,352.00
HART	\$339,431.43
Residential Monitoring	\$32,300.00
Residential Searching and Securing	\$17,110.50
Total	\$4,583,194.00

The Total Maximum Liability Amount is subject to change if the demand for services increases. Any change in the Total Maximum Liability Amount will require an Amendment to the MOU.

- ☐ 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 Peninsula Messenger Services

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Josh Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Messenger Service to provide delivery service between Monterey County Office of Education and Pacific Grove Unified School District (PGUSD).

BACKGROUND:

Historically, PGUSD sent individual District employees back and forth to the County Office to pick up payroll and accounts payable checks once or twice a week. Due to the County pick-up times for payroll and accounts payable checks it is more efficient and productive to utilize a messenger service to assist with these pick-ups.

INFORMATION:

Peninsula Messenger Service currently provides messenger and delivery service between the County Office and other Districts. They have been provided with our detailed calendar of dates and times for payroll and accounts payable pick-up. The cost per trip for the 2024-25 school year is \$53.00 per trip, plus a fuel surcharge as described on Attachment A. The fuel surcharge is based on AAA Salinas, CA, gas prices for the previous month and fluctuates up and down depending on gas rates.

FISCAL IMPACT:

Approximately \$5,000 plus any fuel charge as invoiced, annually.
Funded from General Fund; Business Office budget

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

CONSULTANT Peninsula Messenger LLC

SITE/DEPARTMENT District Office

SUBMITTED BY Joshua Jorn

FUNDING SOURCE Business Office

AGREEMENT TOTAL AMOUNT \$5,000

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Peninsula Messenger LLC ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **courier service**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Pickup Accounts Payable & payroll checks from MCOE and deliver to the District Office**.
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2024**, and will diligently perform as required and complete performance by **6/30/2025**.
3. **Compensation.** District agrees to pay **\$5,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$5,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

District**Consultant**

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

Name: Peninsula Messenger LLC
 Address: 8 Harris Ct. C-3
 City/State/Zip: Monterey, CA 93940
 Business Phone: (831) 649-0439
 Email (Optional): stephanie.morse@comcast.net

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received by District
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - ☒ No direct contact or interaction with students

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☐ Individual

☐ Partnership

☐ Limited Liability Company

☒ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

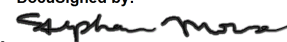
Name: Joshua Jorn

Title: Assistant Superintendent, CBO

Date: _____

Consultant

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

DocuSigned by:
Signature: 

Name: STEPHANIE MORSE

Date: 3/11/2024

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

- ☐ 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 Service with Uretsky Investigation Security for 2023-24

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

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 2024-25 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 truly reside in the district.

INFORMATION:

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

FISCAL IMPACT:

Approximately \$3,000 plus any fuel charge as invoiced, annually.
Funded from General Fund; Business Office budget

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

CONSULTANT Uretsky Investigation Security

SITE/DEPARTMENT District Office

SUBMITTED BY Josh Jorn

FUNDING SOURCE Business Office

AGREEMENT TOTAL AMOUNT \$3,000

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and 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 and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **district 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: **PG residency verification for school enrollment purposes**.
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2024**, and will diligently perform as required and complete performance by **6/30/2025**.
3. **Compensation.** District agrees to pay **\$3,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$3,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

District**Consultant**

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

Name: Uretsky Investigation Security
 Address: 201-D Calle Del Oaks
 City/State/Zip: Del Rey Oaks, CA 93940
 Business Phone: (831) 998-8808
 Email (Optional): bill@uretskysecurity.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received by District
 - ☒ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)
 - ☐ No direct contact or interaction with students

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☐ Individual

☒ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: Josh Jorn

Title: Assistant Superintendent, CBO

Date: _____

Consultant

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

DocuSigned by:
Signature: Bill Uretsky
Name: Bill Uretsky
Date: 3/11/2024

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

- ☐ 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 David Sonderegger

DATE: April 4, 2024

PERSON RESPONSIBLE: Louis Algaze, Director of Technology Systems

RECOMMENDATION:

The Administration recommends that the Board review and approve the contract for services with David Sonderegger to provide E-rate filing services for the 2024-25 fiscal year.

BACKGROUND:

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

INFORMATION:

The scope of service includes ensuring that 2024-25 approved discounts are captured; assisting with updating enrollment data and filing for funding for the MCOE-provided internet and firewall service for 2024-25; filing for any new on-campus projects, and assisting with any AT&T billing questions.

FISCAL IMPACT:

\$12,000 General Fund-Technology Budget

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

CONSULTANT David Sonderegger

SITE/DEPARTMENT Technology

SUBMITTED BY Louis Algaze

FUNDING SOURCE General Fund-Technology

AGREEMENT TOTAL AMOUNT \$12,000.00

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 between the Pacific Grove Unified School District ("District") and David Sonderegger ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **E-Rate advisor and filing services 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: **ongoing telecommunications management and assist with other work projects are the request of the Director of Technology Systems, SBO or other district staff**.
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2024**, and will diligently perform as required and complete performance by **6/30/2025**.
3. **Compensation.** District agrees to pay up to **\$12,000.00** as invoiced to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$12,000.00** 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. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District**Consultant**

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

Name: David Sonderegger
 Address: 19135 Garden Valley Way
 City/State/Zip: Salinas, CA 93908
 Business Phone: (831) 261-8197
 Email (Optional): dwsonde@omcast.net

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received by District
 - ☐ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)
 - ☒ No direct contact or interaction with students

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☒ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: Louis Algaze

Title: Director of Information & Technology

Date: _____

Consultant

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

DocuSigned by:

Signature: David Sonderegger

Name: David Sonderegger

Date: 3/15/2024

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

- ☐ 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: DJ John Upshaw

DATE: April 4th, 2024

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Monterey DJ John Upshaw for the Promotion on Thursday, 5.30.24.

BACKGROUND:

This is not a new vendor. DJ John has been contracted for previous dances at PGMS. Monterey DJ has been fingerprinted, and the report is on file with our district.

INFORMATION:

The contract for services is for May 30th, 2024. He is to be paid for set up and music.

FISCAL IMPACT:

\$1,000.00 will be paid from PGMS PTSA.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Monterey DJ - John Upshaw

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS PTSA

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 between the Pacific Grove Unified School District ("District") and Monterey DJ - John Upshaw ("Consultant") (together, "Parties").

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

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

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as DJ. Consultant shall use their specialized experience and skills to organize, maintain and serve in this capacity. Services shall include but not be limited to: providing music for the Promotion Dance.
2. **Term.** Consultant shall commence providing services under this Agreement on May 30th, 2024, and will diligently perform as required and complete performance by 5/30/24.
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 the District.

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

District

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

Consultant

Name: Monterey DJ - John Upshaw
 Address: 413 Windsor Ct.
 City/State/Zip: Marina, CA 93933
 Business Phone: 831-227-2416
 Email (Optional): john@montereydj.net

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☒ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Consultant himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - ☐ N/A (no direct contact with students)

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☒ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Consultant

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

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

☒ 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: Pacific Grove Unified School District Independent Consultant Agreement with DJ John Upshaw/Monterey DJ

DATE: April 4, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Independent Consultant Agreement with DJ John Upshaw/Monterey DJ.

BACKGROUND:

Each year we have a Prom, and we hire a DJ for the event. We have had DJ John Upshaw DJ our dances before, most recently our Winter Ball in February 2024.

INFORMATION:

This Independent Consultant Agreement is for one day, Saturday, May 11, 2024. He is to be paid \$1,200.00 for the DJ dance floor lighting setup, photobooth and music.

FISCAL IMPACT:

\$1,200.00 to be paid by ASB.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT [Monterey DJ - John Upshaw]

SITE/DEPARTMENT [Pacific Grove High School/ASB Leadership]

SUBMITTED BY [Lito Garcia, Principal Pacific Grove High School]

FUNDING SOURCE [Wells Fargo Associated Student Body Account]

#AGREEMENT TOTAL AMOUNT \$1200.00]

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 between the Pacific Grove Unified School District ("District") and [Monterey DJ - John Upshaw]

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as 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: [providing DJ/MC Service, Sound System, Dance Floor Lighting and Photo Booth Service - run by Eddie Gabriel]
2. **Term.** Consultant shall commence providing services under this Agreement on May 11, 2024, and will diligently perform as required and complete performance by 05/11/24.
3. **Compensation.** District agrees to pay \$1200.00] to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1200.00] 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. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

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

Consultant

Name: [Monterey DJ - John Upshaw]
 Address: [413 Windsor Ct.
 City/State/Zip: [Marina, CA 93933
 Business Phone: [831-227-2416]
 Email john@montereydj.net

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
23.
 - X DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)-
 - Consultant's Employee(s)
 - ☐ No direct contact or interaction with students

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

☒ W-9 Form

25. **Type of Business Entity:**

☐ Corporation, State

☒ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Consultant

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

Signature: _____

Name: [Josh Jorn]

Title: [Assistant Superintendent]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

- ☐ 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 Service with MY Museum Wheelie Mobilee

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Mary Riedel and Matt Bell, Interim Principals

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed contract with MY Museum to have the Wheelie Mobilee for the Robert Down TK-2nd students as an end of the year celebration.

BACKGROUND:

This is a new one time service happening on May 31, 2024.

INFORMATION:

The MY Museum Wheelie Mobilee is a mobile, STEM focused, hands on interactive exhibit that will set up on the primary blacktop at Robert Down School for the end of the year celebration. They will be contracted from 9:00 AM – 12:00 PM on May 31, 2024.

FISCAL IMPACT:

The cost of the service is \$750.00 for three hours. PG PRIDE has approved a grant to cover the cost.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT My Museum

SITE/DEPARTMENT RD Office Staff

SUBMITTED BY Mary Riedel

FUNDING SOURCE 01-9002-0-1110-1000-4300-00-002-5995-0720

AGREEMENT TOTAL AMOUNT \$750.00

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 between the Pacific Grove Unified School District ("District") and My Museum ("Consultant") (together, "Parties").

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

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

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a vendor to offer hands on STEM activities for primary age students. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: offering hands on STEM activities for primary age students.
2. **Term.** Consultant shall commence providing services under this Agreement on 5/31/2024, and will diligently perform as required and complete performance by 5/31/2024.
3. **Compensation.** District agrees to pay \$750.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$750.00 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. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

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

Consultant

Name: My Museum
 Address: 425 Washington St.
 City/State/Zip: Monterey, CA 93940
 Business Phone: 831-649-6444
 Email (Optional): lauren@mymuseum.org

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received by District
 - ☒ Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - ☐ No direct contact or interaction with students

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☐ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: Mary Riedel

Title: Interim Principal

Date: _____

3/22/24

Consultant

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

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources



PG PRIDE
March 12, 2024

To: TK-2nd grade teachers/RHD

From: Nancy Spade, PG PRIDE

RE: Grant Requests

Congratulations! Your grant request for the My Museum Wheelie Mobilie has been approved for the amount of \$750.00.

If you have photos or video clips from this field trip or project we would love to share them on our website or Facebook page. Please email them to info@pgusd.org.

Please prepare a purchase order and move forward with your purchase. We are happy to support your efforts in the classroom.

Please make sure that you use these funds by April 1, 2024.

Nancy Spade
PG PRIDE Grants Secretary



MY Museum

Where children play to learn... and grown-ups learn to play

425 Washington Street
Monterey, CA 93940
Phone 831-649-6444
www.mymuseum.org

INVOICE

DATE: MARCH 12, 2024

TO:

Anna Darnell
Robert Down Elementary School
485 Pine Avenue
Pacific Grove, CA 93950

FOR:

Wheelie Mobilee

Page 1 of 1

DESCRIPTION	AMOUNT
May 31, 2024: Wheelie Mobilee, 3 hours Last Day of School Celebration, 9:00 am – 12:00 pm Includes set up, break down and travel fee.	\$750
TOTAL DUE NOW	\$750

Please make all checks payable to MY Museum.
If you have any questions concerning this invoice, contact
Lauren Cohen, Executive Director, at (831) 649-6444 or lauren@mymuseum.org

Thank you for being a part of the MY Museum family where we celebrate and value childhood.

- ☐ 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: Carmen Ferguson - Heartbank Deposits Photography

DATE: April 4th, 2024

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Carmen Ferguson - Heartbank Deposits Photography for the Promotion Dance on Thursday, 5.30.24.

BACKGROUND:

This is a new vendor. PGMS PTSA has contracted Heartbank Deposits for PTA events outside of school, such as Mix & Mingle. Carmen Ferguson has been fingerprinted, and the report is on file with our district.

INFORMATION:

The contract for services is for May 30th, 2024. She is to be paid for set up and photo booth.

FISCAL IMPACT:

\$750.00 will be paid from PGMS PTSA.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Carmen Ferguson- HeartBank Deposits Photography

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS PTSA

AGREEMENT TOTAL AMOUNT \$750.00

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 between the Pacific Grove Unified School District ("District") and Carmen Ferguson ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as photographer Consultant shall use their specialized experience and skills to organize, maintain and serve in this capacity. Services shall include but not be limited to: providing a photo booth for the Promotion Dance.
2. **Term.** Consultant shall commence providing services under this Agreement on May 30th, 2024, and will diligently perform as required and complete performance by 5/30/24.
3. **Compensation.** District agrees to pay \$750.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$750.00 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 the District.

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

District

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

Consultant

Name: HeartBank Deposits Photography -Carmen Ferguson
 Address: 301 Brittany Rd.
 City/State/Zip: Seaside, CA 93955
 Business Phone: 831-402-1916
 Email (Optional): heartbankdepositsphotography@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☒ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Consultant himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)

☐ N/A (no direct contact with students)

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☒ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Consultant

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

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

- ☒ 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: PGMS 8th Grade trip to Santa Cruz Boardwalk

DATE: 4/4/24

PERSON(S) RESPONSIBLE: Sean Roach, Principal, PGMS

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Metropolitan Shuttle

BACKGROUND:

Each year, PGMS offers all 8th grade students in good standing the opportunity to enjoy a day of fun on an end of year trip. In the past, 8th graders have taken this trip to Great America and The Boardwalk. This year, the group will be going to Santa Cruz Beach Boardwalk, like last year.

INFORMATION:

To celebrate the accomplishment of promoting from PGMS, 8th graders will be spending the day of May 24th at the Santa Crus Beach Boardwalk. They will be leaving PGMS at 9am in chartered buses. Lunch will be provided to all students, as well as unlimited rides at the Boardwalk. They will board buses at 4pm for the return ride home, arriving between 5:30 and 6pm. PGMS teachers are chaperones, and the trip will be paid for through donations from 8th grade families.

FISCAL IMPACT:

Costs associated with this trip will be covered by donations.

METROPOLITAN SHUTTLE, INC. - TERMS AND CONDITIONS

1. Effective Time of Contract. Quotes & Invoice/Contracts provided by Metropolitan Shuttle are based on availability of vehicle(s) and driver(s) from within our network at the time of provision of such quote. Failure of Customer to sign and fax back Sales Order/Invoice/Contract promptly can result in unavailability. Further, Metropolitan Shuttle shall reserve the right to decline provision of services in the event that a suitable operator cannot be confirmed for Customer's service at or below the price indicated on the contract. Customer does not have a binding commitment on the part of Metropolitan Shuttle until (i) Customer's signature on the Sales Order/Invoice/Contract and these Terms and Conditions is received by Metropolitan Shuttle, and (ii) Metropolitan Shuttle has received confirmation from the transportation service provider that appropriate vehicle(s) and driver(s) are available for Customer's event at or below contract price. Should customer not receive written confirmation from Metropolitan Shuttle within 5 business days, the contract will be deemed null and void.
2. Payment. Final payment for charter service is due and payable at least thirty (30) days in advance of the first date of service. In the case of bookings more than 30 days prior to the Event, a 20% deposit should be paid upon confirmation of the service. When making payment, Customer should indicate on its check or other mode of payment, the Sales Order/Invoice/Contract number to insure proper credit. Customers will be billed an administrative and handling charge of four percent (4%); however, this fee will be waived for payments made by check, certified funds, money order or wire transfer. Customer shall pay all costs of collection and enforcement by Metropolitan Shuttle, including, without limitation, attorneys' fees and court costs. In the case of bookings less than 30 days prior to the Event, full payment will be due upon booking. Late payments, payments made after the agreed and specified payment date, will be subject to a 1% per day interest charge.
3. Collection. Customer agrees to pay all costs, expenses, collection and attorney's fee, as allowed by law, either expected or incurred by Metropolitan Shuttle due to any breach or default by the Customer of any terms of this contract.
4. Security Deposit. Customer agrees that the Operator has the sole and exclusive right to determine the extent to which security deposits may be refunded. Vehicles will be subject to inspection after the service by the Operator, upon which such determinations shall be made.
5. Standard of Care. Our service providers are carefully selected. Metropolitan Shuttle confirms that all transportation service providers used for Customer's services are registered and insured and have no unsatisfactory ratings with the Federal Motor Carrier Safety Administration and the Better Business Bureau. Further, all drivers are confirmed as safe drivers by our providers. Equipment furnished by the service provider is inspected before being assigned to the charter service for mechanical reliability. The vehicles provided will accommodate the number of passengers specified in Customer's order.
6. Itinerary; Extended Day Trips. Customer must provide Metropolitan Shuttle with complete itinerary information no later than seven (7) days prior to service. Failure to provide such information may result in cancellation of your contract and forfeiture of ten percent (10%) of the amount of the contract. Prices are subject to change based on the final itinerary. The Customer is responsible for reserving and paying for a room for each driver.
7. Changes; Additional and Unforeseen Costs. Any change in service at the request of the Customer that results in an increase in miles or hours over that of the contracted service shall result in an additional charge. Customer agrees to sign trip sheet upon the request of the driver for confirmation of service completion time. Tolls, parking charges, driver accommodations in the event of an overnight trip, etc., will be the responsibility of the Customer unless otherwise stated. Metropolitan Shuttle will notify the Customer of any anticipated additional charges that may be expected to be incurred at the time of the original order. Any additional fees unforeseen prior to the departure of the charter are the responsibility of the Customer. When the nature of the charter trip is such that a greater than normal amount of time and material will be necessary to clean the vehicle properly upon its return to garage, Metropolitan Shuttle, at its option, may require additional cost to cover such additional time and materials.
8. Personal Items of Passengers. Customer hereby acknowledges that neither Metropolitan Shuttle nor the service provider shall have any responsibility whatsoever for any personal property of the passengers. Baggage and all other personal property will be handled only at passengers' own risk. Passengers' baggage shall be carried subject to the available accommodations (as determined solely by the service provider) provided by interior and/or exterior racks. Personal items of passengers are loaded and transported at the sole risk of the passengers.
9. Damage to Transportation Equipment. Customer hereby agrees to assume responsibility for and to reimburse Metropolitan Shuttle for the costs associated with any damage to the transportation equipment/vehicles supplied by or through Metropolitan Shuttle caused by passengers.
10. Objectionable Persons. Metropolitan Shuttle and its service providers reserve the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the driver feels threatened in any way.
11. Conduct of Passengers. Passengers shall not interfere with the operator in the discharge of his/her duty or tamper with any apparatus or appliance on the vehicle.

12. Fire Arms, Explosives And Fireworks. Possession of firearms, explosives and fireworks (whether in baggage or on the person) are strictly forbidden on any vehicle provided hereunder.

13. Binding Authority. Customer represents and warrants to Metropolitan Shuttle that the undersigned signatory, signing on behalf of Customer, has the authority to bind the Customer and that these Terms and Conditions shall be a valid, legally binding obligation of Customer. In the event that these Terms and Conditions are not signed and returned to Metropolitan Shuttle, payment by Customer shall constitute Customer's acceptance of and agreement to these Terms and Conditions.

14. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT METROPOLITAN SHUTTLE SHALL NOT BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND CUSTOMER HEREBY DISCLAIMS SUCH DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED, EVEN IF METROPOLITAN SHUTTLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF METROPOLITAN SHUTTLE. IN NO EVENT SHALL METROPOLITAN SHUTTLE BE LIABLE FOR ANY LOSS IN EXCESS OF THE PRICE PAID FOR THE CHARTER FOR ANY REASON WHATSOEVER. ANY AND ALL COMPLAINTS MUST BE SUBMITTED IN WRITING WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE OF THE EVENT OR SHALL BE WAIVED BY CUSTOMER.

15. Force Majeure. The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. Service providers are carefully selected and have instructions to drive at all times at a speed within the limits prescribed by law and compatible with safe operation. Unusual road, traffic, and weather conditions are beyond the control of Metropolitan Shuttle and the service provider, and delays occasioned by same will not be the responsibility of Metropolitan Shuttle or the service provider. Metropolitan Shuttle shall not be liable to Customer for delay or non-performance resulting from mechanical failure, road or weather conditions, labor difficulties, or any other causes or circumstances beyond its control.

16. Cancellation Policy. Cancellations must be received in writing by either fax or email. Customer shall receive a full refund for cancellations made more than 30 days prior to date of service. There shall be no refund, however, for cancellations made within 30 days prior to date of service. A change in date of service shall be deemed a cancellation.

17. Prohibited Items: The following items and activities are prohibited without the written consent of the Company: (i) Decorations; (ii) Alcoholic Beverages (a fee, per bus, may be required if alcoholic beverages are allowed by Metropolitan Shuttle and the service provider); (iii) Smoking; (iv) Glass containers; (v.) Golf shoes or other shoes with spikes; (vi) Fuel containers; (vii) Generators. No tap beer is allowed on any vehicle.

18. ADA / SPAB NOTICE. Any group that requires an ADA accessible or SPAB Certified bus and driver is requested to inform Metropolitan Shuttle in writing at the time of the reservation.

19. Copyright Notice. VCR equipment is installed on some of the over the road motor coaches. Request for VCR equipped coaches will be honored to the best of our ability, but is not guaranteed. Only non-copyrighted videocassettes are permitted. The following is important information from a Summary Statement prepared by the Film Security Office of the Motion Picture Association of America Inc. provided for your information:

By law the prerecorded video cassettes available in stores throughout the United States are for HOME USE ONLY. The U.S. Copyright Act grants to the copyright owner the EXCLUSIVE right among others, to perform the copyrighted work publicly (U.S. Code Title 17, Sections 101 and 106). Even performances in semipublic places such as clubs, lodges, factories, summer camps, and schools are public performances subject to copyright control. Companies, organizations and individuals who wish to publicly exhibit copyrighted motion pictures and audiovisual works MUST secure a license to do so. METROPOLITAN SHUTTLE AND ITS SERVICE PROVIDERS DISCLAIM ANY AND ALL LIABILITY FOR THE SHOWING OF COPYRIGHTED VIDEOCASSETTES. This requirement applies EQUALLY to profit making organizations and non-profit institutions. Purchases of prerecorded videocassettes and videodiscs do not change their obligations. In addition, public performance of videotape recordings made from televised motion pictures is a multiple copyright infringement.

20. Miscellaneous.

A. Governing Law. The rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of Maryland. Customer irrevocably consents to the jurisdiction of the state and federal courts of the State of Maryland and in any dispute arising out of these Terms and Conditions agrees to waive the defense that such courts lack personal jurisdiction over Customer. Any claims or suits may only be instituted in the state of Maryland.

B. Counterparts; Facsimile. These Terms and Conditions may be executed in separate counterparts, each of which shall be deemed an original and both of which shall together constitute one and the same instrument. For the purposes of this Agreement, facsimile signatures shall be treated as original signatures.

C. No Trial by Jury. Metropolitan Shuttle and Customer each agrees to waive all rights to trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with the Event or these Terms and Conditions.

D. Entire Agreement. These Terms and Conditions, together with Metropolitan Shuttle's Invoice/Contract, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other promises, representations, or conditions in any other agreement, whether oral or written. These Terms and Conditions may be modified or amended only in a written instrument signed by both parties.

E. No Assignment. The Customer may not assign this Agreement or any of its respective rights, interests, duties or obligations hereunder without the prior written consent of Metropolitan Shuttle. Metropolitan Shuttle may assign this Agreement and any of its rights, interests, duties or obligations hereunder without the prior written consent of the Customer.

Customer:

Date:



Sales Order

Metropolitan Shuttle, Inc.

10770 Columbia Pike # 300

Silver Spring, MD 20901

Phone: 866-556-3545

Fax: 202-318-3002

Web: www.metropolitanshuttle.comE-Mail: info@metropolitanshuttle.com

Created Date 3/25/2024

Quote Number 00229175

Sales Rep EAT

Customer Billing Name / Address

Contact Name	Luciana Morgan	Bill To Name	PGMS
Phone	831-6466568		
Email	lmorgan@pgusd.org		

Itinerary Information

Product	Details	Quantity	Sales Price	Total Price
Deluxe Motorcoach	05/24/2024 - Deluxe Motor Coach seat 56 Passengers Features High-back reclining individual seats, a/c, restroom, DVD player with monitor, PA/sound system	3.00	\$2,565.00	\$7,695.00
Itinerary Info	Group Leader Contact: Number of Passengers: 150 05/24/2024 - 9.00AM - pick up at 835 Forest Avenue, Pacific Grove, CA and travel to 400 Beach Street, Santa Cruz, CA - 4.00PM - depart Santa Cruz, CA and return to school by 5.30pm	1.00	\$0.00	\$0.00
Administrative Fee	4% Administrative Fee: This fee will be waived if payment is remitted via check, money order, cashiers check, or wire transfer. This fee will not be waived for all credit card payments.	1.00	\$0.00	\$0.00

Total	\$7,695.00
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Rate Description

Rates are based upon vehicle availability. Vehicles and prices are confirmed with returned contract and 20 percent deposit. Payment in full is due 30 days prior to Start date.

PLEASE NOTE - this is only a quote and will not be confirmed until we have received a signed contract.

Rep Note

Rep Note	Sincerely,
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Customer Signature: _____

Elena Tarasova
Senior Account Executive
Direct Dial: (240) 833-0944
Toll Free: (866) 556-3545 ext. 318
Fax: (202) 318-3002
Email: elena@metropolitanshuttle.com
www.metropolitanshuttle.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: Paul Contos

DATE: April 4th, 2024

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Paul Contos to work as an adjudicator with PGMS Music students at the Music Festival.

BACKGROUND:

Paul Contos has worked with PGMS Music students for the past 18 years.

INFORMATION:

The Music Festival was on March 15, 2024, at PGMS Auditorium, with PGMS Music students. As an adjudicator his duties are for adjudication, master class, written comments, and workshop, using the national standards for music education and the CA state framework for music education, as the basis for evaluation.

FISCAL IMPACT:

\$350.00 will be paid from Barbara Priest budget: 01-9005-0-1155-1000-4300-00-005-1432-0720

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT: Paul Contos

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS PTSA

AGREEMENT TOTAL AMOUNT \$350.00

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 between the Pacific Grove Unified School District ("District") and Paul Contos ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as judge for concert festival shall use their specialized experience and skills to organize, maintain and serve in this capacity. Services shall include but not be limited to: music festival clinician..
2. **Term.** Consultant shall commence providing services under this Agreement on March 15th, 2024, and will diligently perform as required and complete performance by 3/15/24.
3. **Compensation.** District agrees to pay \$350.00. to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$350.00 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 the District.

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

District

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

Consultant

Name: Paul Contos
 Address: P.O. Box 341
 City/State/Zip: Marina, CA 93933
 Business Phone: 831-251-8576
 Email (Optional): pdcontos@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☒ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Consultant himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - ☐ N/A (no direct contact with students)

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☒ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Consultant

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

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

- ☐ 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: Robert Klevan

DATE: April 4th, 2024

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Robert Klevan to work as an adjudicator with PGMS Music students at the Music Festival.

BACKGROUND:

Robert Klevan has worked with PGMS Music students for 4 years.

INFORMATION:

The Music Festival was on March 15, 2024, at PGMS Auditorium, with PGMS Music students. As an adjudicator his duties are for adjudication, master class, written comments, and workshop, using the national standards for music education and the CA state framework for music education, as the basis for evaluation.

FISCAL IMPACT:

\$350.00 will be paid from Barbara Priest budget: 01-9005-0-1155-1000-4300-00-005-1432-0720

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT: Robert Klevan

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS PTSA

AGREEMENT TOTAL AMOUNT \$350.00

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.

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as judge for concert festival shall use their specialized experience and skills to organize, maintain and serve in this capacity. Services shall include but not be limited to: music festival clinician.
2. **Term.** Consultant shall commence providing services under this Agreement on March 15th, 2024, and will diligently perform as required and complete performance by 3/15/24.
3. **Compensation.** District agrees to pay \$350.00. to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$350.00 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 the District.

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

District

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

Consultant

Name: Robert Klevan
 Address: 688 Laurel Ave.
 City/State/Zip: Pacific Grove, CA 93950
 Business Phone: 831-277-7443
 Email (Optional): robertklevan@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - ☒ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Consultant himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)
 - ☐ N/A (no direct contact with students)

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

☒ W-9 Form

24. **Type of Business Entity:**

☐ Corporation, State

☒ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: [Manager]

Title: [Title]

Date: _____

Consultant

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

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

☒ 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: Ratify: Contract for Services with Tacos Don Beto – Food Truck

DATE: April 4, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify the contract for services with Tacos Don Beto – Food Truck.

BACKGROUND:

This vendor has been used before in the district but not at the high school level. The food truck is also an approved fundraiser for the Track team. They will share the revenue with the food truck vendor.

INFORMATION:

This contract for services is for March 30, 2024, during the 54th Annual Rotary Track Invitational. Hours of operation are 10:00 am – 4:00 pm.

FISCAL IMPACT:

Revenue will be based on the sales for the day. Paid to the PGHS Track Team.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT [Tacos Don Beto (Food Truck)]

SITE/DEPARTMENT [Pacific Grove High School/Track Team]

SUBMITTED BY [Lito Garcia, Principal Pacific Grove High School]

FUNDING SOURCE [Wells Fargo Associated Student Body Account]

#AGREEMENT TOTAL AMOUNT [Anticipated income of \$1,500.00 to be shared with the PGHS Track team after expenses]

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Tacos Don Beto – food truck

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as 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: [providing food at the 54th Annual Rotary Track Meet and sharing the profits with the PGHS Track Team 10:00 am – 4:00 pm]
2. **Term.** Consultant shall commence providing services under this Agreement on March 30, 2024 and will diligently perform as required and complete performance by 03/30/24.
3. **Compensation.** District agrees to pay shared revenue approximately \$1,500.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed the shared revenue amount during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

District

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

Consultant

Name: Tacos Don Beto - Vicky Alvarado
 Address: 226 Park Street.
 City/State/Zip: Salinas, CA 93901-2044
 Business Phone: [831-320-5668]
 Email tacosdonbeto@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
23.
 - DOJ Clearance Previously Received by District
 - X Fingerprinting done by the organization independently (declare under perjury)-
 - Consultant's Employee(s)
 - ☐ No direct contact or interaction with students

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

☒ W-9 Form

25. **Type of Business Entity:**

☐ Corporation, State

☒ Individual

☐ Partnership

☐ Limited Liability Company

☐ Sole Proprietorship

☐ Limited Partnership

☐ Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Consultant

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

Signature: _____

Name: [Josh Jorn]

Title: [Assistant Superintendent]

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

☒ 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: AVID Spring College and Career Visit (Out of County Trip) – Ratification

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the AVID Out of County request.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2023-24 OUT OF COUNTY OR OVERNIGHT ACTIVITIES

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
4/3/2024 RATIFICATION	CA State Capitol/ UC Davis Sacramento & Yolo, CA	PGHS & PGMS AVID Spring College & Career Visit	Charter	\$ 7,450.00	AVID Grant

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

RATIFICATION

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 04/03/2024 Day of Activity: WEDNESDAY

Activity Name/ Location: AVID TRIP/SACRAMENTO/DAVIS Address: 1315 10th St, Sacramento, CA 95814

City: SACRAMENTO AND DAVIS County: YOLO

School: PG Middle School Teacher/ Class or Club: PGMS + PGHS AVID Grade: 7-12

School Departure Time: 7:00 a.m. Pickup Time from Place of Activity: 4:00 p.m.

Name(s) of Employee(s) Accompanying Students: MADELYN PORTELA / MOIRA MAHR / KYLE MOUNTAIN

Number of Adults: 8-9 Number of Students: 93
(Chaperones)

Description of Activity/ Educational Objective: AVID SPRING COLLEGE AND CAREER VISIT TO UC DAVIS

List All Stops: PGMS --> UC DAVIS --> PGMS

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. YES (Teacher/Coach/Advisors Initials)

Means of Transportation: Charter
(Board Regulation 3541.1 requirements will be complied with when using private autos: MEP (Teacher/ Coach/Advisors Initials))

Name(s) of Auto Drivers (subject to change): _____

() Form-OCA-1 Release of Driver Record Information is on file with the District _____

() Form-OCA-2 Personal Automobile Information is on file with the District _____

() Fingerprint clearance is on file with the District _____

Requested By: Madelyn E. Portela MADELYN E. PORTELA Date: 02/07/2024
Employee Signature (accompanying students) (Printed Name)

Administrative Approval/Principal: _____ Date: _____

Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ 0 + Cost of Transportation: \$ 7,450.00 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 7,450.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other PGMS AVID GRANT TRAVEL

Account Code: PGMS AVID Grant - Travel- 01-9005-0-1110-1000-5200-00-005-7310-0720

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 03/05/2024 Transportation Available: Yes

Transportation Type: () School Bus (x) Charter

Approved by Transportation Supervisor: Jon Anderson Date: 03/06/2024

Approved by Assistant Superintendent: _____ Date: _____

Board Approval: _____ Date of Board Approval: _____

- ☐ 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: City of Pacific Grove – School Resource Officer (SRO) Update

DATE: April 4, 2024

PERSON RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board receive information regarding the School Resource Officer (SRO).

BACKGROUND:

In 2010, the City of Pacific Grove and the Pacific Grove Unified School District developed a Memorandum of Understanding regarding a School Resource Officer, now referred to as an Agreement for Services, using language from prior MOUs, and similar to agreements used between the City of Seaside and the Monterey Peninsula Unified School District.

INFORMATION:

See both the Program Overview presentation slides and the Agreement for Services plus Exhibit A, which address the interests of both the City of Pacific Grove and the Pacific Grove Unified School District.

The District agreed to pay the City \$82,230 for the 180-day school year, which is an increase of \$1,612 from FY2022-23.

FISCAL IMPACT:

\$82,230

Pacific Grove SRO Program Overview

April 4, 2024

About the Program

- Dedicated officer to the schools
- Ability to interact with students and staff to build relationships.
- Available to students and staff during and after school hours.
- Teaches DARE and other safety & educations programs.
- Attends after school activities.



PGPD SRO Program



- Develop relationships with students, parents, and faculty.
- Prevent school-based violence.
- Teach students good-decision making techniques.
- Connect at-risk students to resources & services.
- Focused on education, not enforcement.

Role of the SRO

- Crime prevention and safety education
- Problem Solver
- Law Enforcement Action-When Necessary

Other Benefits

- Assigned to the schools and knows the layout of the campus.
- Creates bonds and relationships with students and recognizes when they are struggling or having an off day.
- Invested in the program, students, and faculty.



D.A.R.E

3 Big Picture Research Strategies

1. Community wide, consistent messaging (School & Home)
2. Long term-multiple and repeated contacts
 - Gives students an opportunity to understand information at increasingly complex levels
 - Gives students an opportunity to practice real life skills to support knowledge and decisions.
3. Based in social-emotional learning and interpersonal skills to support students in managing relationships and peer influence.

Elementary School

D.A.R.E Keepin' it Real

- 10 Lessons
- Evidence-Based
- SEL (Social Emotional Learning) Approach
- Covers decision making for a safe and healthy life and effective communication skills to support those decisions.

Middle School

Builds on the foundation learned from the Elementary Program and adds lessons on:

- Cultural Norms
- Social Norms
- Support Networks
- “I” Statements/Personal Feelings

Questions?

AGREEMENT FOR SERVICES

THIS AGREEMENT ("Agreement") is entered into on this 1st day of July 2024, by and between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (hereinafter referred to as "DISTRICT") and the CITY OF PACIFIC GROVE, a municipal corporation (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, the DISTRICT desires to contract with the CITY for a specialized police service via a School Resource Officer ("SRO").

WHEREAS, the DISTRICT and the CITY recognize the benefits of the SRO program to the students of Pacific Grove High School, Pacific Grove Community High School, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School, all located within the City of Pacific Grove jurisdiction, as well as to the residents of Pacific Grove.

WHEREAS, the purpose of the School Resource Officer is to provide specialized police services to the DISTRICT including but not limited to:

- a. Enhance a safe learning environment by helping reduce school violence, drug abuse, and protect against intruders on school campus; and
- b. Improve school-law enforcement collaboration; and
- c. Improve perception and relations between students, school staff, parents, and law enforcement officials.

WHEREAS, the CITY desires to contract with the DISTRICT to provide a School Resource Officer in the DISTRICT as defined in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. TERM

The Term of this Agreement shall be for one year commencing on July 1, 2024, through and including June 30, 2025, unless terminated pursuant to the terms of this Agreement.

2. SCOPE OF SERVICES

The CITY shall provide SRO services to the DISTRICT pursuant to the terms of this Agreement and as described in Exhibit A.

3. COMPENSATION/SERVICE RATES

- A. The DISTRICT agrees to pay the CITY a not-to-exceed amount of Eighty-Two Thousand Two-Hundred and Thirty Dollars (\$82,230) for the SRO, for the Term as stated above.
- B. The CITY shall provide a SRO to the DISTRICT for all of the school days (180 school days) during the Term of this agreement, unless unable due to operational needs.
- C. Time spent by the SRO attending municipal, juvenile court, and/or criminal cases arising from and/or out of the SRO's services as an SRO shall be considered hours worked for the District and shall not be backfilled by the Department.
- D. The CITY shall send the DISTRICT an invoice at the beginning of the school year for the total amount set forth in Section 3.A., above.
- E. If the invoice remains delinquent for a period in excess of 30 days, then the DISTRICT shall pay to the CITY, the maximum interest rate permitted by law from the 30th day following the date such amount became due, until paid.

4. GENERAL ADMINISTRATION AND MANAGEMENT

- A. The Pacific Grove Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or their designee shall consult with the Superintendent of the DISTRICT or designee on matters that pertain to this Agreement.
- B. Any complaint against the SRO arising from his or her actions pursuant to this Agreement shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing Department policy.

5. SUSPENSION/TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason by either party upon 90 days written notice delivered as set forth in this Agreement.

6. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written consent of the other party. The rights and duties herein shall be binding, and inure to the benefit of any successors, permitted assigns, and heirs of the parties.

7. HOLD HARMLESS

- A. The CITY agrees to indemnify, defend, and save harmless the DISTRICT, its respective elected and appointed officials, officers, agents, and employees. from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions, to the extent to which those acts or omissions are related to the provisions of SRO services by the CITY under this Agreement in accord with the Scope of Services set forth in Exhibit A. The CITY assumes workers compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation

responsibility for the elected and appointed officials, officers, agents, and employees of the DISTRICT.

- B. The DISTRICT agrees to indemnify, defend, and save harmless the CITY. its respective elected and appointed officials, officers, agents, and employees, from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions arising from or related to performance of this Agreement, to the extent caused by the negligence or willful misconduct DISTRICT, its officers or employees when performing services within the Scope of Services set forth in Exhibit A.
- C. Both parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage) naming the other party as an additional insured, with not less than \$5,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than \$1,000,000.00. Notice in writing shall be given at least 30 days in advance of cancellation, reduction in coverage limit, or intended non-renewal of any policy. Insurance shall be provided by a company authorized by law to transact insurance business in the State of California. In addition, the CITY and the DISTRICT agree that the CITY and the DISTRICT may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy and may also obtain coverage through an insurance pool.
- D. Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

8. INSURANCE AND WORKER'S COMPENSATION

The DISTRICT certifies that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance under this Agreement. CITY agrees to provide all necessary workers' compensation insurance for any and all CITY employees, including, but not limited to any employee providing SRO services to DISTRICT as contemplated by this Agreement, at CITY'S own cost and expense.

9. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

DISTRICT: Dr. Linda Adamson, Superintendent,
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

CITY: Cathy Madalone, Chief of Police
Pacific Grove Police Department

580 Pine Avenue
Pacific Grove, CA 93950

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, the DISTRICT or the CITY, to whom it is directed: or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to DISTRICT or CITY *at* the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. VENUE

CITY and DISTRICT hereby agree to make good faith efforts to resolve disputes as quickly as possible. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation, or arbitration), venue shall be handled in Monterey County, California.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS, AMENDMENT

This document represents the entire and integrated Agreement between the DISTRICT and the CITY and supersedes all prior negotiations, representations, and agreements either written or oral. This Agreement may be amended or modified only by a written instrument signed by both parties.

12. GOVERNING LAW

This Agreement shall be governed by the laws of the State of California.

13. WAIVER

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the CITY and the DISTRICT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15. HEADINGS

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive and both the CITY and the DISTRICT expressly reserves the right to contract with other entities for the same or similar services.

17. CONSTRUCTION OF AGREEMENT

The CITY and the DISTRICT agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.

18. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single Agreement.

19. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Dr. Linda Adamson, Superintendent

Date

CITY OF PACIFIC GROVE

Bill Peake, Mayor

Date

Cathy Madalone, Police Chief

Date

APPROVED AS TO FORM

Brian A. Pierik, City Attorney

Date

APPROVED AS TO LIABILITY PROVISIONS

Tori Hannah, Admin. Services Director

Date

EXHIBIT A

SCOPE OF SERVICES, RESPONSIBILITIES, DUTIES

Under the supervision of the Chief of Police of the City of Pacific Grove or his or her designee, the following Articles shall express the Scope of Services, responsibilities, and duties of the parties.

ARTICLE I

Rights and Duties of the CITY -

The CITY shall provide a School Resource Officer (SRO) as follows:

1. School Resource Officer

A. The CITY shall assign one regularly assigned police officer to the DISTRICT with the responsibility to provide SRO services to the following schools: Pacific Grove High School, Pacific Grove Community High, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School, and Pacific Grove Adult School.

B. The SRO will have an office at a school campus facility, established and provided by the DISTRICT.

C. The immediate duties and supervision of the SRO shall reside with the Pacific Grove Police Department, which shall perform scheduled and non-scheduled visits to the schools.

2. Regular Duty Hours of the SRO

A. During the Term, the SRO shall be assigned to the schools on a full-time basis, eight hours, per school day, with a half hour break for lunch. The SRO will rotate time amongst all of the aforementioned schools within the DISTRICT.

B. When school is closed due to in-service training, the SRO, if invited by a school or DISTRICT administrator(s), may attend the in-service training.

C. During extended periods when schools are not in session, the SRO will be assigned as needed by their CITY supervisor.

D. TheCITY will ensure the SRO makes it a priority to schedule time off for vacations and floating holidays during periods when school is not in session.

E. In the event the SRO must take time off during the time school is in session, such time must be authorized by the SRO's police supervisor. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence. Such time off shall be backfilled by the Department utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and will not represent an onsite presence.

F. The SRO may be temporarily reassigned by the Police Department during a law enforcement emergency. Time spent on a law enforcement emergency shall not be backfilled by the Department. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence.

G. The SRO may be required to participate in mandatory police training necessary to maintain the SRO's proficiency. Time spent on mandatory police training that is not specific to the position of SRO shall be backfilled by the Department, utilizing on duty patrol personnel, when available. Such coverage will be provided from regular patrol officers and will not represent a dedicated presence. The SRO or Department Watch Commander shall also notify the District Superintendent or designee of the impending absence.

H. Training specific to the position of SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

3. Duties, Obligations and Procedures of the SRO

The SRO shall:

A. Wear the established Pacific Grove Police Department patrol uniform including safety equipment designed for use by sworn field personnel pursuant to the Pacific Grove Police Department's policy manual. Special uniforms or "plain clothes" may be worn for special circumstances as approved by the Police Chief or designee.

B. Monitor the police radio frequency when on and off campus as well as be available by the Department-issued cellular phone.

C. Make classroom presentations when requested by a school or DISTRICT administrator on such topics as the role of policing in the community, drug and alcohol abuse prevention, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.

D. Participate in discussions during class to establish rapport with students, when requested by school administrator or Superintendent or designee.

E. Take appropriate law enforcement action as required by law and the policies and procedures of the Police Department.

F. Within the bounds of applicable law, will notify the school principal, DISTRICT Safety Director, or Superintendent or designee as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the DISTRICT reasonably requests to be reported. This may include interviewing suspects or victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the DISTRICT Policies, Police Department Procedures and Policies and legal requirements with regards to such interviews.

G. Obtain prior permission, advice and guidance from the District Safety Director and school administrators before enacting any program with the school.

H. Be familiar with DISTRICT policies and regulations related to safety and student conduct and discipline issues, including the DISTRICT'S Code of Conduct.

I. Assist the District Safety Director, administrators, faculty and staff with addressing violations of DISTRICT policies when appropriate. However, the SRO shall not be expected or asked to detain or take into physical custody any student who has only violated a DISTRICT policy or code of conduct. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunch room duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.

J. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DISTRICT administrators, parents and community members.

K. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, and security personnel.

L. Every effort will be made by the SRO to maintain detailed, accurate and up to date records as required by the CITY, . Pursuant to Public Records Act (Gov. Code §§ 6250, et. seq.) any responsive records maintained by the SRO may be accessible to the DISTRICT upon written request.

M. Attend, whenever possible, school and DISTRICT in-service training at the invitation of the District Safety Director, Superintendent or designee, or school administrator/principal.

N. Work cooperatively with DISTRICT to address juvenile delinquency issues, truancy, and problems within the DISTRICT as well as work proactively with all law enforcement agencies that service the DISTRICT'S community.

O. Upon request, attend parent, faculty, student, administration, and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support, when available.

P. Provide information regarding community programs so that proper referrals can be made, and appropriate assistance accessed and refer students to school counselors as needed. These programs may include mental health programs, drug treatment programs, anti-bullying programs, etc. The SRO, after consulting with the school administrator, may make referrals to such agencies when necessary, thereby acting as a resource person to the students, staff, faculty and administration. Referral guidelines shall be determined by school administration.

Q. Maintain confidentiality of any and all information obtained in confidence and not disclose the information except as provided by the law or court order. The District remains in direct control of the use, maintenance, and disclosure of student records in accordance with Education Code section 49076 and other applicable provisions of law.

R. Maintain confidentiality of DISTRICT records and information in accordance with DISTRICT policies.

S. Perform other duties which will promote the purposes of the SRO program, and which are mutually agreed upon by the DISTRICT and CITY.

T. Any additions to the above duties must be mutually agreed in writing upon by the CITY'S Chief of Police, the DISTRICT Superintendent, or their designee.

U. Sign in at all school sites in the main office, with the time, date and purpose, so as to support the DISTRICT in maintaining metrics of efficiency.

ARTICLE III

The DISTRICT shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO program.

1. The DISTRICT shall provide a private office for the SRO to conduct matters of confidential business and shall provide the SRO with access to records which are deemed necessary by the DISTRICT, as permitted by law. The SRO shall maintain confidentiality of the records in accordance with law. The SRO shall confer with the school administrators/principal concerning confidentiality of records whenever necessary.
2. The DISTRICT shall provide a desk, filing cabinet with locking system and office furniture for use of the SRO.
3. Within legal requirements of confidentiality, the DISTRICT shall provide information regarding students who are currently suspended, expelled, excluded from extracurricular activities, or students or adults who are not supposed to be on or near the campus, to include any students who participate in an independent study program, or other off campus programs that do not require their presence on the school site.

ARTICLE IV

Appropriations -

The obligations of each party under this Agreement are contingent upon adequate funds for that purpose being budgeted, appropriated, and otherwise made available.

ARTICLE V

Employment Status of School Resource Officer -

The SRO shall remain an employee of the CITY at all times while providing SRO services to the DISTRICT and shall not be an employee of the DISTRICT. The DISTRICT and CITY acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the Pacific Grove Police Department. The SRO shall remain responsive to the chain of command of the Pacific Grove Police Department.

The SRO shall be accountable to the Principal(s) of the school(s) for their behavior or conduct while at the school. The Superintendent or designee has the rights and responsibilities to report any alleged misconduct, non-compliance with the DISTRICT'S policies or other questionable behavior on the part of the SRO to the Chief of Police or to the Police Commander of the Pacific Grove Police Department. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

ARTICLE VI

The Chief of Police will ensure the SRO is a full time, certified police officer with the Pacific Grove Police Department and meets any relevant education, training and experience requirements as determined by the Department.

ARTICLE VII*Dismissal of School Resource Officer; Replacement –*

1. In the event that the Superintendent or designee, District Safety Director, and/or Principal(s) of the schools in the Pacific Grove Unified School DISTRICT believe the SRO is not effectively performing their duties and responsibilities, the Superintendent may recommend to the Police Commander of the Pacific Grove Police Department the police officer who is assigned as the SRO be removed from the program, and shall state the reasons therefore, in writing. The Commander shall, as soon as practical, notify the Chief of Police of their recommendation. The Chief of Police, and/or designee shall meet with the DISTRICT Superintendent or designee to mediate or resolve any problems which may exist. If, within a reasonable amount of time after the commencement of such a meeting, the problem cannot be resolved, the police officer assigned to the SRO position shall be removed from the program.
2. In the event of resignation, dismissal, or reassignment of the SRO, the Police Department shall provide a permanent replacement for the SRO as soon as practical.

- | | |
|---|---|
| <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: Adoption of Resolution No. 1122 Increase to Level I Levy of Developer Fees

DATE: April 4, 2024

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent Business Services

RECOMMENDATION:

The District Administration recommends that the Board adopt Resolution No. 1122 to increase developer fees to meet the State Allocation Boards Level I fee schedule.

BACKGROUND:

Developer fees are fees that are paid by property owners and developers to school districts to mitigate the impact of new developments which may result in the need for either additional or modernization of school facilities to house the students generated.

Fees are typically paid to the school district as a condition of a property developer or owner obtaining a building permit from the city or county for a construction project.

INFORMATION:

The District adopted the July 2023 Developer Fee Study to levy developer fees on September 7, 2023.

The State Allocation Board (SAB) under the Division of General Services is the elected body who adjusts the rates every two years.

The current rates adopted on January 24, 2024 by the SAB, are **\$5.17** per square foot for residential construction and **\$.84** per square foot for commercial/industrial construction.

FISCAL IMPACT:

Fund 25, Developer Fees Fund will be established for the collection of developer fees

In the Matter of Adopting Development)	
Fees on Residential and Commercial and)	
Industrial Development to Fund the)	RESOLUTION
Construction or Reconstruction of School)	NO. 1122
Facilities)	

WHEREAS, Education Code section 17620 et seq. and Government Code section 65995, authorize the governing board of any school district to levy a fee, charge, dedication, or other form of requirement (hereinafter “fee” or “fees”), in the maximum amounts specified therein, against residential, commercial and industrial development projects occurring within the boundaries of the district (hereinafter “development”), for the purpose of funding the construction or reconstruction of school facilities; and

WHEREAS, this Board has previously resolved to levy fees on development projects pursuant to this authority; and

WHEREAS, Government Code section 65995 provides that the maximum fees which may be levied on development projects shall be increased in 2000 and every two years thereafter according to the adjustment for inflation ... as determined by the State Allocation Board “SAB” and to become effective at its January meeting; and

WHEREAS, the SAB at its January 24, 2024 meeting, set the maximum fee to \$5.17 per square foot for residential development and to \$0.84 per square foot for commercial/industrial development; and

WHEREAS, the new Fees are an increase of what is currently being collected by Pacific Grove Unified School District; and

WHEREAS, in the judgment of this Board it is necessary and appropriate, and in the best interests of the District and its students, to levy fees for the purpose of funding the construction or reconstruction of school facilities necessary to serve the students generated by new development occurring within the District;

NOW, THEREFORE, BE IT RESOLVED, ORDERED AND FOUND by this Board as follows:

1. The foregoing recitals are true and correct.
2. This Board approved and adopted a 2022 Level 1 Developer Fee Impact Study which justified fees in excess of the maximum amount currently being collected. The increase in the maximum Level 1 fees approved by the State Allocation Board in January 2024 are still less than the amount justified by the 2022 Level 1 Developer Fee Impact Study. The assumptions and data used in the 2022 Study are still valid and are representative of the school district in 2024. Therefore, based upon the recommendations, and upon all other written and oral information presented to this Board concerning this matter, makes the following findings:

A. The purpose of the fees is to finance the construction and reconstruction of school facilities in order to provide adequate school facilities for the students of the District who will be generated by new residential and commercial/industrial development taking place in the District;

B. The construction or reconstruction of school facilities is necessary to create updated, adequate, appropriate classroom space and academic support facilities for the following reasons:

(1) New residential and commercial and industrial development is projected to occur within the District within the next five years which will generate additional school-aged children;

(2) Additional students projected from new development will impact and increase the need of the District to create updated, adequate, appropriate classroom space and academic support facilities.

(3) Existing school facilities in the District are in need of, or will be in need of, reconstruction or modernization. New development will generate students who will attend District schools and be housed in existing facilities. These students cannot be housed without upgrading existing school facilities, ultimately making reconstruction or modernization of such facilities necessary;

(4) Both existing students and new students generated by future development occurring within the district will need to be housed and served in existing school facilities, as well as new and additional school facilities necessary to serve the projected student population.

(5) As commercial and industrial development occurs, new jobs are created. Many of the people hired for these jobs move into the community, thereby increasing the need for residential development which generates additional students adding to the impact on the school facilities of the District. The maximum fee that can be levied against residential development is insufficient to cover the full cost of the new or reconstructed school facilities needed by the district to house students generated from new residential development, and therefore justifies a separate fee against commercial and industrial development in the maximum amount allowed by law.

C. Without the addition of new school facilities and/or the reconstruction and modernization of existing facilities, the District will be unable to adequately house and serve additional students generated by new development which will impair or adversely impact the normal functioning of educational programs and services of the District;

D. The District has no, or limited revenue sources available for funding the construction or reconstruction of school facilities attributable to new development;

E. The fees adopted herein bear a reasonable relationship to the need for, and the estimated cost of, the construction or reconstruction of school facilities attributable to the type of new development on which the fees will be imposed;

F. The cost of providing for the construction and/or reconstruction of school facilities attributable to the type of new development occurring in the District will exceed the revenues reasonably anticipated from fees;

G. Existing students will benefit from the use of developer fees for new school facilities. Conversely, students generated from new development will occupy existing school facilities and will benefit from the use of fees to reconstruct or modernize those facilities. Therefore, it is appropriate to use developer fees for existing facilities to the extent of the estimated use of such facilities by students generated by new development.

3. Based on the foregoing, this Board hereby determines:

A. To levy a fee on any new or on other residential development, as described in Education Code § 17620(a), occurring within the District, in the maximum amount currently authorized by law of **\$5.17** per square foot of assessable space as such space is defined in Government Code § 65995(b)(1).

B. To levy a fee on categories of new commercial or industrial development, as described in Education Code § 17620(a), occurring within the boundaries of the District, in the maximum amount currently authorized by law of **\$0.84** per square foot of chargeable covered and enclosed space as such space is defined in Government Code § 65995(b)(2), except for Rental Self-Storage projects in which a fee of **\$0.04** per square foot is justified and Lodging projects in which a fee of **\$0.77** per square foot is justified.

4. The fee provisions of this Resolution are not exclusive, and this Board specifically reserves authority to undertake other or additional methods to finance school facilities in partial or complete substitution for, or in conjunction with, the fee provisions set forth therein, as authorized by law. This Board reserves the authority, in its discretion, to substitute the dedication of land or other form of requirement in lieu of fees to be levied pursuant to this Resolution.

5. The District intends to utilize fees for new construction of school facilities, reconstruction or modernization of existing facilities, purchase, lease or lease-purchase of portable or relocatable classrooms and related facilities as interim school facilities to house students pending the construction of permanent facilities, or the purchase, lease or lease-purchase of land for school facilities. This includes all associated costs to plan and execute school facilities projects including, but not limited to, architectural and engineering costs, testing and inspection costs, permits and plan checking, and other administrative costs related to the provision of school facilities. Construction, reconstruction or modernization of school facilities includes, but is not limited to, classrooms and equipment and furnishings for classrooms, and all other reasonable and customary auxiliary, accessory, adjunct, or other supportive facilities for classrooms such as restrooms, gymnasiums, administrative offices, cafeterias, libraries, multi-purpose rooms, maintenance and storage rooms, walkways, overhangs, parking lots, landscaping,

and all other similar facilities. Finally, fees may be used for studies and reports necessary to make the findings and determinations required by law for the collection of fees which may include the school facilities needs analysis described in Government Code section 65995.6, for reimbursement of administrative costs to collect fees, and for such other purposes consistent with the purpose and intent of this Resolution, or authorized by law, or deemed necessary or appropriate by this governing board.

6. The Superintendent, or designee, is authorized to certify compliance of a particular development project with the fee or other requirement levied by this Board, or to certify where appropriate that a project is fully or partially exempt from fees in appropriate circumstances. Any certification of compliance for a particular residential construction project is expressly conditioned upon the continued satisfaction by that project of the requirements for that certification and failure to meet those requirements in the future may result in the revocation of such certification and enforcement of the appropriate fee requirement for the project.

7. Pursuant to Education Code § 17621(c), this board determines that the fee levied on residential development is not subject to the restrictions set forth in subdivision (a) of Government Code § 66007 and, pursuant to Education Code § 17620(b), shall be collected at the time of issuance of the building or similar permit required for a particular development project.

8. Pursuant to Government Code section 66001(d), the Superintendent or the District's designee shall review the Fund established pursuant to this Resolution for the fifth fiscal year following the first deposit of fees in the Fund, and every five years thereafter, and with respect to any portion of a fee remaining unspent five or more years after deposit, the Superintendent or the District's designee shall report to this Board which shall either make the findings required by section 66001(d) for said unspent fees, or direct the refund of such fees in the manner provided in 66001(e) and (f).

9. The fees adopted herein are effective sixty (60) days after the approval of this Resolution.

10. The Superintendent or the District's designee is hereby authorized and directed to do the following:

A. As required by Government Code § 66006(a), the fees received by the District shall be deposited into a separate capital facilities fund (herein “Fund”) and shall not be commingled with other revenues and funds of the District. The fees, and any interest earned thereon, shall be expended only for the purpose of funding the construction or reconstruction of school facilities or such other purposes as are permitted by law and authorized by this Board.

B. If applicable, negotiate agreements with other school district(s) with common territorial boundaries ensuring that the total fees collected by each school district does not exceed the maximum fees allowed by law for residential and commercial and industrial development and providing for an equitable division of the fees with such other school district(s). As required by Education Code section § 17623(a), copies of such agreement(s) shall be transmitted to the State Allocation Board, and shall also be sent to any county or city planning agency which is calculating or collecting fees on behalf of the District.

C. Take such further action as is necessary or appropriate to carry out the purpose and intent of this Resolution.

I, Elliott Hazen, Secretary to the Board of Trustees of the Pacific Grove Unified School District, do hereby certify that the foregoing Resolution was proposed by Board member _____, seconded by Board member _____, and was duly passed and adopted, by vote of said Board, at an official and public meeting thereof held on _____, 2024, as follows:

AYES:

NOES:

ABSENT:

ABSTAIN:

Dated:

Secretary, Board of Trustees

**NOTICE OF HEARING REGARDING PROPOSED ADOPTION OF A
DEVELOPER FEE STUDY AND THE INCREASE OF THE
STATUTORY SCHOOL FEE**

NOTICE IS HEREBY GIVEN that the Governing Board of the Pacific Grove Unified School District will hold a hearing and consider input from the public on the proposed adoption of a Developer Fee Justification Study for the District and an increase in the statutory school facility fee (“Level I Fee”) on new residential and commercial/industrial developments as approved by the State Allocation Board on January 24, 2024. The adoption of the Study and the increase of the Level I Fee are necessary to fund the construction of needed school facilities to accommodate students due to development.

Members of the public are invited to comment in writing, on or before *April 4, 2024*, or appear in person at the hearing at *6:30 p.m. on April 4, 2024*, at the following location:

*PGUSD
435 Hillcrest Ave
Pacific Grove CA, 93950*

Materials regarding the Study and the Level I Fee are on file and are available for public review at the District Office located at *435 Hillcrest Ave Pacific Grove CA, 93950 CA*.

Dated: March 21st, 2024

- ☒ 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: Public Hearing for the proposed adoption of three textbooks for Pacific Grove High School: 1) *Welsh Holes Essentials of Anatomy and Physiology, 2021 2e with Lab Manual*, 2) *National Geographic, American Government, Cengage Learning Inc. 2022*, 3) *AP Government and Politics: American Government – Stories of a Nation, BFW publishers, 2021*

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board hold a public hearing for Pacific Grove High textbooks: 1) *Welsh Holes Essentials of Anatomy and Physiology, 2021 2e with Lab Manual*; 2) *National Geographic, American Government, Cengage Learning Inc. 2022*; 3) *AP Government and Politics: American Government – Stories of a Nation, BFW publishers, 2021*

BACKGROUND:

Each of these textbooks will replace outdated texts currently used in Anatomy and Physiology (*Essentials of Human Anatomy and Physiology, 2012*), Government (*Magruder's American Government, 2011*), and Advanced Placement Government (*The American Pageant, 2013*). This adoption represents the latest step in renewing outdated texts at the high school.

INFORMATION:

All these textbooks followed an adoption process that included members of the Science and Social Sciences Department. What follows is a summary of the adoption process for these three textbooks.

Welsh Holes Essentials of Anatomy and Physiology

In addition to considering this textbook, the Science Department reviewed these anatomy texts:

- *Essentials of Human Anatomy and Physiology, Thirteenth Edition, Pearson (2022)* by E.N. Marieb and S.M. Keller. This is an updated version of the current textbook.
- *Understanding Anatomy & Physiology: A Visual, Auditory, Interactive Approach, Third Edition (2022)* by G.S. Thompson.

The department chose *Welsh Holes Essentials* for the following reasons:

- The textbook is more accessible to students in both overarching ideas and in the details of studying a complex course like Anatomy and Physiology.
- The curriculum has organized the systems of the body by chapter and then has placed each chapter in a unit with a theme that corresponds to a necessary body function or survival need (e.g. movement).
- The textbook is also [Next Generation Science Standards](#) (NGSS) aligned and incorporates opportunities for student-devised claim, evidence, and reasoning writing in response to various Case Studies throughout the book.

- The curriculum also incorporates Crosscutting Concepts (CCCs) from NGSS.
- The curriculum has more approachable text and vocabulary, clear, illustrative, and informative diagrams, and great chapter review questions that are at the high school level.

Students also have access to the SmartBook platform as a part of the online resources that integrate with Clever. SmartBook is an adaptive eBook. In addition to the textbook, a lab book is included in the purchase.

National Geographic, American Government, Cengage Learning Inc. 2022

In addition to considering this textbook, the Social Sciences department also considered:

- *Magruder's American Government Interactive*, 2023, Shea, Savvas Learning Co.

The Social Sciences department decided to choose the *National Geographic American Government* textbook because of its greater accessibility to our students. The department's findings are as follows:

- This textbook features a wide array of cultural perspectives and countries.
- There is a Spanish version of the text and extensive vocabulary and note taking support for English Learners and our general population.
- The textbook directly addresses the California Content Standards for Social Sciences.
- The book features spectacular visuals and more modern representations than the previous textbook.
- There is a good combination of modern and historical images and charts.

Access to the textbook's online resources is included in this purchase. If this textbook is adopted, PGUSD's Government and U.S. History textbooks will be aligned.

AP Government and Politics: American Government – Stories of a Nation, BFW publishers, 2021

The Social Sciences department considered the following textbooks for AP Government adoption:

- *American Democracy Now*, 6th edition, Harrison, Harris, & Deardorff; McGraw Hill Education
- *American Politics and Government Today*, AP edition, Bianco & Canon; Norton
- *American Government Institutions and Policies*, 16th edition, Wilson, DiIulio, et al; Cengage

The Social Sciences department decided on *Stories of a Nation* because its author understands the demands of AP Government, having taught the course for 20 years. This updated version of the textbook covers modern issues from multiple cultural perspectives and was the clear recommendation among AP Government teachers nationwide. Some characteristics of the textbook include:

- More recent movements, topics, and groups than our current textbook.
- Includes a vast range of perspectives and diverse points of view.
- Effective end of section summaries make the content accessible for a range of learners.
- Adjusts for realignment of the AP course (author has taught AP Government for 20 years).
- Great mix of photos, maps, and graphs.

- Publisher offers webinars with the authors. Our teacher attended a session on how to teach a free response question and found it excellent.

This AP textbook will update our curriculum and provide our students with a multicultural perspective that is lacking at times with our current textbook. Included in the purchase is the teacher's edition and digital teacher resources.

FISCAL IMPACT:

All funding for the textbooks will come from the Curriculum Department's textbook budget.

A six year adoption of *Welsh Holes Essentials of Anatomy and Physiology* will cost \$21,500.

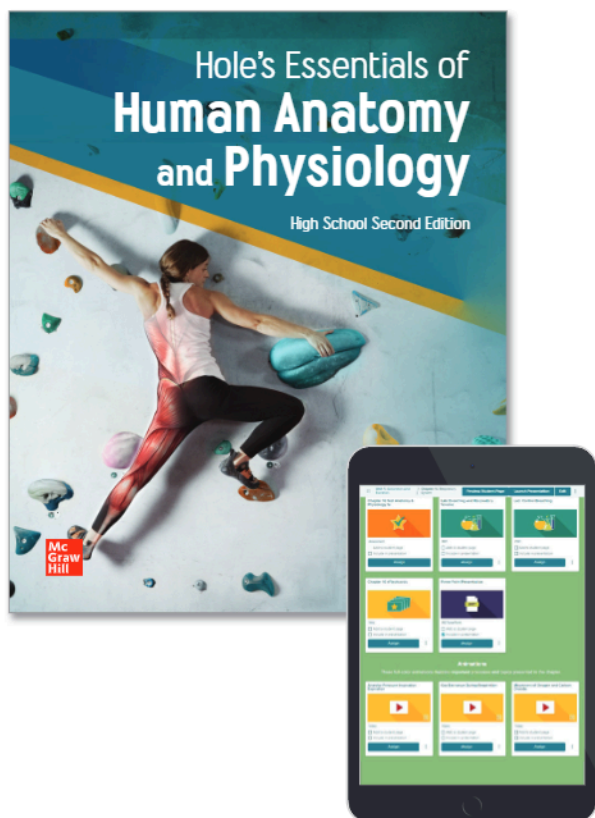
National Geographic, American Government, Cengage Learning Inc. 2022 will cost \$15,000.

AP Government and Politics: American Government – Stories of a Nation, BFW publishers, 2021 will cost \$21,400.

Hole's Essentials of Human Anatomy & Physiology

(2e) ©2021, Welsh

NEW EDITION



Best Selling A&P High School Program

Hole's Essentials of Anatomy & Physiology 2e introduces a new author, Dr. Charles Welsh, who brings over 30 years of classroom experience and a fresh perspective to this well-respected text. The new edition retains its high quality content and dynamic features plus delivers enhanced NGSS integration and ELL/ELA support. The high school friendly presentation masterfully blends text and imagery to engage students with approachable content as they learn to apply concepts to various fields of study making this an ideal selection for an introductory course.

- A new High School Teacher Manual, available in print and online, includes teaching strategies and pacing, group projects, classroom activities, and ELL and ELA support activities.
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- Concept Overview Interactives offer ground-breaking interactive animations that encourage students to explore key physiological processes and difficult concepts.

Anatomy & Physiology REVEALED®, (APR) is the ultimate dissection experience that visually enriches your lectures and labs with 3D Interactive Models, engaging animations, and real-life images. This interactive tool dynamically reinforces key concepts to help your student develop a deeper insight into the study of human anatomy and physiology.

The **High School Laboratory Manual** for Human Anatomy & Physiology by Terry R. Martin is a streamlined lab manual ideal for the high school classroom. It contains 34 hands-on laboratory activities to complement any anatomy and physiology course.



Contents in Brief

UNIT ONE

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- 17 Urinary System 634
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UNIT SIX

The Human Life Cycle

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- 20 Pregnancy, Growth, Development, and Genetics 730

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ISBN List

Sample Student Edition

978-0-07-682332-1

Lab Manual

978-0-07-675834-0

Teacher Manual

978-0-07-682335-2

Standard Student Bundle with APR (Student Edition, Online Student Edition, APR)

6 year: 978-0-07-904097-8 | 1 year: 978-0-07-904084-8

Premium Student Bundle Online Student Edition with APR (Student Edition, Lab Manual Online Student Edition, APR)

6 year: 978-0-07-904098-5 | 1 year: 978-0-07-904085-5

Online Student Edition Subscription with APR

6 year: 978-0-07-682359-8 | 1 year: 978-0-07-682358-1

Teacher Edition Subscription with APR

6 year: 978-0-07-682364-2 | 1 year: 978-0-07-682363-5



National Geographic American Government

1st Edition, ©2022

National Geographic Learning

Student Edition: 9780357109038



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- **Supreme Court Cases** throughout the book, examining important rulings as they relate to the core concepts in the book, and the impact such rulings had on U.S. policies and people.
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- Presidents Handbook
- Supreme Court Cases Handbook

Table of Contents:

Unit 1: Foundations of the American System

Unit 2: The Constitution and Federalism

Unit 3: Civil Liberties and Civil Rights

Unit 4: The Legislative Branch

Unit 5: The Executive Branch

Unit 6: The Judicial Branch

Unit 7: The Politics of Democracy

Unit 8: Government in Action: Public Policy

Unit 9: State and Local Government



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- Elements related to the 2020 presidential election have been updated.
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**American Government:
Stories of a Nation**
For the AP® Course
First Edition
Presidential Election Update

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**Scott F. Abernathy
Karen Waples**

Hardcover Edition ISBN: 1-319-34498-4

Readability/Lexile Measure:

Grade Level: 10.4
Lexile Measure: 1210L - 1400L

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— Alison H. Smith, South Plantation High School, FL

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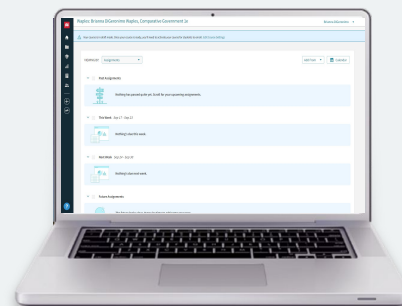
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PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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PUBLIC HEARING NOTICE

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, April 4, 2024, pursuant to Education Code Section 60119 and 60422:

PUBLIC DISCLOSURE OF PACIFIC GROVE HIGH SCHOOL:

Hole's Essentials of Human Anatomy and Physiology, High School 2nd Edition

National Geographic, American Government, Cengage Learning Inc. 2022

AP Government and Politics: American Government- Stories of a Nation, bfw publishers 2021

The hearing will be held during the regular Board meeting, 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 Pacific Grove High School's three textbook will be available for public viewing beginning Thursday, March 21, 2024 through Thursday, April 18, 2024 at www.pgusd.org.

For more information, please contact Buck Roggeman, Director of Curriculum and Special Projects at 831-646-6520 or broggeman@pgusd.org.

- ☐ 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: Measure D & A Citizens Oversight Committee

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review and select new members for the Citizen Oversight Committee.

BACKGROUND:

The current terms for Committee members have expired.

INFORMATION:

Please review candidate applications based on the criteria provided below and select appropriate Committee members for each of the categories.

FISCAL IMPACT:

None.

BOND OVERSIGHT COMMITTEE SELECTION CRITERIA:

Because Measure D was processed as a 55% vote election, the District must comply with the provisions of Ed Code 15278 required by Proposition 39. These provisions require that the Board appoint an oversight committee composed of a minimum seven (7) members, with membership from each of the following categories:

- 1 One (1) member active in a business organization located in the District.
- 2 One (1) member active in a senior citizen's organization.
- 3 One (1) member active in a taxpayer's association.
- 4 One (1) member shall be a parent or guardian of a student enrolled in the District.
- 5 One (1) member shall be both a parent or guardian of a student enrolled in the District and active in PTA/SSC.
- 6 Two (2) members of the community at large.

Duties:

1. The Committee shall inform the public concerning the District's expenditures of bond proceeds.

2. The Committee may review quarterly expenditure reports produced by the District to ensure that (a) bond proceeds are expended only for the purposes set forth in the ballot measure; (b) no bond proceeds are used for any teacher or administrative salaries or other operating expenses.

3. The Committee shall present to the Board, in public session, an annual written report which shall included the following:

3.1 a statement whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

3.2 (b) a summary of the Committee's proceedings and activities for the preceding year.

Activity:

Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution.

- | | |
|---|---|
| <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: Adoption of Resolution No. 1123 – Order of Election for November 5, 2024

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and adopt Resolution No. 1123 Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 5, 2024 General Election.

BACKGROUND:

The Pacific Grove Unified School District Board of Education has transitioned from an “at-large” election system, where trustees are elected by voters of the entire District, to a by-trustee area election system. On April 22, 2021, the Board adopted Resolution No. 1069, declaring its intent to transition from at-large to by-trustee area elections, where each Board member must reside within the designated trustee area boundary, and is elected only by the voters in that trustee area. On March 14, 2022, the Monterey County Committee on School District Organization adopted a resolution approving the District’s transition to by-trustee area elections commencing with the November 8, 2022 election. The adoption of Resolution No. 1123 Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 5, 2024 General Election will be for fiscal year 2024-25.

INFORMATION:

Elections Code section 1302 and Education Code section 5304 authorize the Board to order an election for the purpose of electing trustees, and to request consolidation with the general election. On April 21, 2022, the District Board adopted Resolution No. 1090, Resolution Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 8, 2022 General Election, which was then submitted to the County Committee for consideration.

FISCAL IMPACT:

The cost for this election is currently estimated to be approximately \$50,000. This cost will be taken out of the General Fund.

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

Resolution No. 1123

**RESOLUTION ORDERING AN ELECTION, REQUESTING THE COUNTY ELECTIONS
DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION
WITH THE NOVEMBER 5, 2024 GENERAL ELECTION**

WHEREAS, pursuant to Elections Code section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, Education Code section 5000 calls for a regular biennial election for the purpose of electing members of the Pacific Grove Unified School District's ("District") Board of Education ("Board"); and

WHEREAS, Education Code section 5340, *et seq.*, and Elections Code section 10400, *et seq.*, allow for consolidation of elections scheduled to be held on the same day in the same territory; and

WHEREAS, on March 14, 2022, the Monterey County Committee on School District Organization approved the Board's transition to by-trustee area elections, where each trustee must reside within the designated trustee area boundary and is elected only by the voters in that trustee area; and

WHEREAS, Trustees are elected in even-numbered years and serve staggered, four-year terms, such that the next election for trustee areas 1, 3, and 5 is scheduled for November 2022, and the next election for trustee areas 2 and 4 is scheduled for November 2024; and

WHEREAS, when ordering an election, Education Code section 5322 requires the Board to provide for specifications of the election order, which shall be delivered to the officer conducting the election not less than 123 days prior to the date set for the election; and

WHEREAS, the specification order must include the authority for ordering the election, the date of the election, the purpose of the election, the authority for the specifications of the election order, and the signature of the duly-authorized officer;

WHEREAS, Education Code section 5304 authorizes the Board to order an election of Trustees;

WHEREAS, Election Code sections 1302 and 10404 authorize the Board to establish the

election day for Board members to occur on the same day as the statewide direct primary election, the statewide general election, or the general municipal election is held;

WHEREAS, the Board intends to order an election to be held on November 5, 2024;

WHEREAS, Education Code section 5016 requires the Board to establish whether a tie vote of two or more candidates for a term of office shall be determined by lot or by calling a run-off election and PGUSD has chosen to determine a tie by lot; and

WHEREAS, Elections Code section 12112 and Education Code section 5363 require the Monterey County Registrar of Voters to publish a notice of the election in a newspaper of general circulation in the District.

NOW, THEREFORE, the Board hereby resolves, orders and determines as follows:

1. The above recitals are true and correct.
2. The Pacific Grove Unified School District Board of Education orders an election to be held on November 5, 2024, in trustee areas one (1), three (3), and five (5), for the purpose of electing three members to the Board of Education, and to serve four-year terms, pursuant to the following specifications:
 - a. The Board requests the Monterey County Board of Supervisors consolidate this election with the statewide election pursuant to Education Code section 5340, *et seq.*, and Elections Code section 10400, *et seq.*
 - b. The Board requests that the Monterey County Board of Supervisors permit the Monterey County Elections Official to conduct the election and provide any and all services necessary for conducting the election.
 - c. The Board agrees to reimburse the Monterey County Voter Registration and Elections office for actual costs incurred by the county elections official in conducting the general election upon receipt of a bill stating the amount due as determined by the elections official, pursuant to Education Code section 5420 *et seq.*
 - d. The Board requests that the Monterey County Voter Registration and Elections office publish a notice of election in a newspaper of general circulation that is regularly circulated in the territory, pursuant to Education Code section 5363 and Elections Code section 12112.
 - e. The limitation on the number of words that a candidate may use in his/her candidate's statement is 200 words, pursuant to Elections Code section 13307.
 - f. The Secretary of the Board is requested to deliver copies of this Resolution to the Monterey County Voter Registration and Elections office.

BE IT FURTHER RESOLVED that the Pacific Grove Unified School District administration is authorized to take any and all action in order to effectuate this resolution.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District, this 4th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Brian Swanson, President
Board of Education

Dr. Linda Adamson, Superintendent
Secretary Board of Education

FULL LEGAL NAME OF DISTRICT AS IT SHOULD APPEAR ON ALL ELECTION DOCUMENTS:

Pacific Grove Unified School District

MAIL SHOULD BE ADDRESSED TO: Dr. Linda Adamson

TITLE: Superintendent

MAILING ADDRESS: 435 Hillcrest Avenue, Pacific Grove, CA 93950

TELEPHONE: (831) 646-6510

FAX: (831) 646-6500

E-MAIL: ladamson@pgusd.org

WEBSITE: www.pgusd.org

MEMBERS OF THE GOVERNING BOARD

NAME	DISTRICT WARD OR TRUSTEE (If applicable)	Member was elected by: 1) ELECTED/AIL* OR 2) APPOINTED TO FILL A VACANY	YEAR Term ends	Full-term = 4yrs OR Short-term = 2yrs	IF THE MEMBER WAS APPOINTED BY THE BOARD TO FILL A VACANCY, WHO DID THIS MEMBER REPLACE?
Brian Swanson	President	Elected	2024	FULL	
Dr. Elliott Hazen	Clerk	Elected	2026	FULL	
Jennifer McNary	Trustee	Elected	2026	FULL	
Carolyn Swanson	Trustee	Elected	2024	FULL	
Laura Ottmar	Trustee	Elected	2026	FULL	

*AIL= Appointed-in-lieu of Election (filed for office and didn't go on the ballot)

Name of the Presiding Officer: Brian Swanson

Print Name

Name of the Secretary: Dr. Linda Adamson

Print Name

Check the box that applies to your district:

☐ The District boundaries have changed since the last election. Enclosed is a new map to reflect those changes.

☒ I declare that there have been no boundary changes since the November 8, 2024 election.

Election Date

The limitation on the number of words in a candidate statement will be:

☒ 200 words ☐ 400 words

The entity charged for the candidate statement sent to each voter will be the:

☒ District ☐ Candidate

In case of a tie vote, the winner will be determined by:

☒ Lot ☐ Runoff election

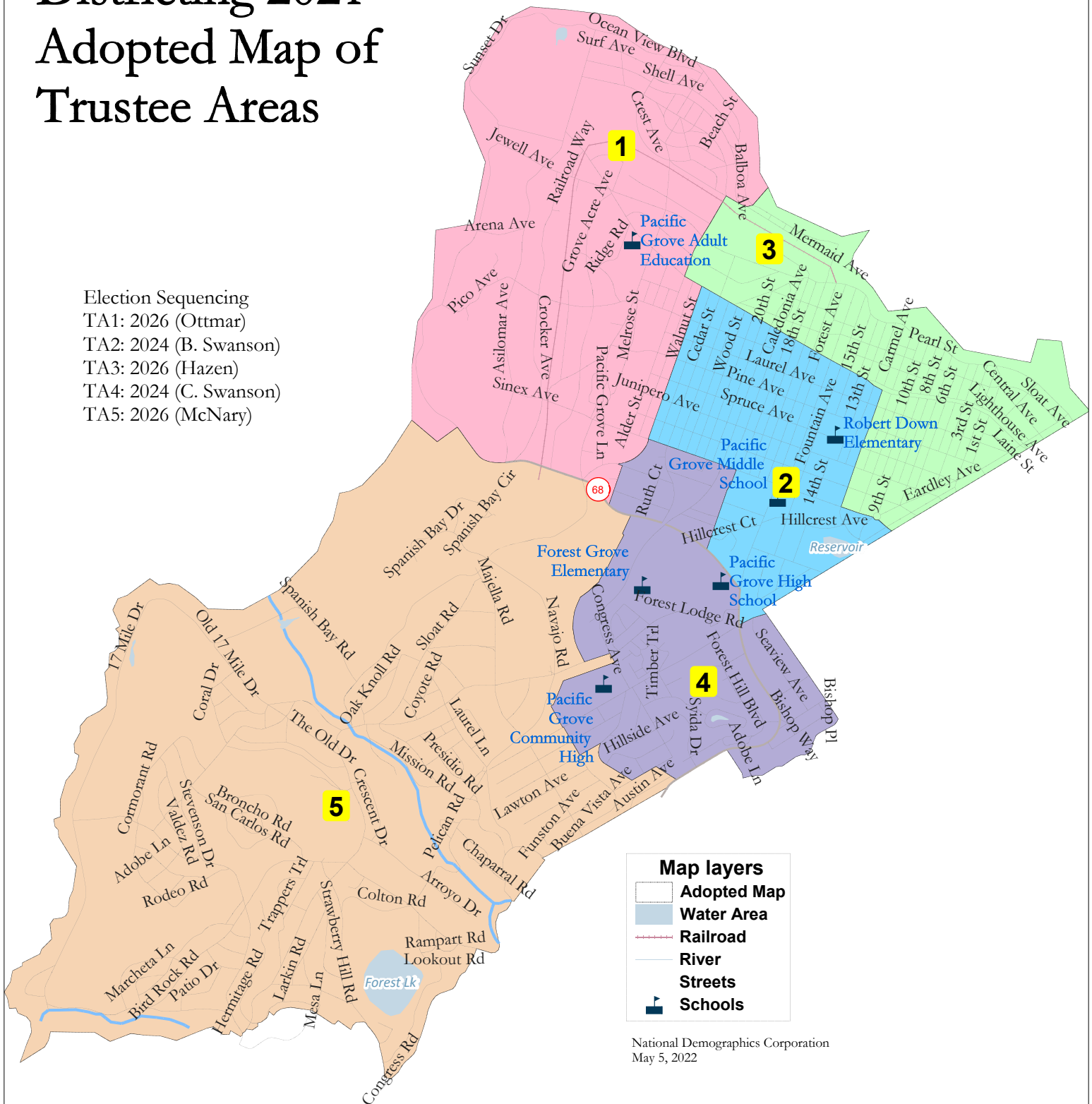
Signature of Presiding Officer

Date

Pacific Grove USD Districting 2021 Adopted Map of Trustee Areas

Election Sequencing

- TA1: 2026 (Ottmar)
- TA2: 2024 (B. Swanson)
- TA3: 2026 (Hazen)
- TA4: 2024 (C. Swanson)
- TA5: 2026 (McNary)



☒ 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: Adoption of Resolution No. 1124 Proclaiming May 2024 as Asian American Pacific Islander Heritage Month

DATE: April 4, 2024

PERSON RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and adopt Resolution No. 1124 Proclaiming May 2024 as Asian American Pacific Islander Heritage Month.

BACKGROUND:

Asian American and Pacific Islander Heritage Month (AAPI Heritage Month) is an annual celebration that recognizes the historical and cultural contributions of individuals and groups of Asian and Pacific Islander descent to the United States. the Asian American and Pacific Islander community is an inherently diverse population, composed of more than 45 distinct ethnicities and more than 100 language dialects.

INFORMATION:

The month of May was selected for Asian/Pacific American Heritage Month because the first Japanese immigrants arrived in the United States on May 7, 1843, and the first transcontinental railroad was completed on May 10, 1869, with substantial contributions from Chinese immigrants.

Pacific Grove Unified School District celebrates Asian American Pacific Islander Heritage Month and recognizes the significant contributions that Asian Americans and Pacific Islanders offer the community at large.

FISCAL IMPACT:

None.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**RESOLUTION No. 1124****Resolution Proclaiming May 2024 as Asian American Pacific Islander Heritage
Month**

WHEREAS, Asian American and Pacific Islander Heritage Month (AAPI Heritage Month) is an annual celebration that recognizes the historical and cultural contributions of individuals and groups of Asian and Pacific Islander descent to the United States; and

WHEREAS, the Asian American and Pacific Islander community is an inherently diverse population, composed of more than 45 distinct ethnicities and more than 100 language dialects; and

WHEREAS, there are approximately 22,000,000 residents of the United States who identify as Asian and approximately 1,600,000 residents of the United States who identify as Native Hawaiian or other Pacific Islander, making up nearly 7 percent of the total population of the United States; and

WHEREAS, California has the largest Asian American population in the United States, and the second highest proportion of Asian American residents after Hawaii; and in the Pacific Grove Unified School District Asian students make up 10.7% of the population, Pacific Islanders make up 0.67% of the student population; and

WHEREAS, the month of May was selected for Asian/Pacific American Heritage Month because the first Japanese immigrants arrived in the United States on May 7, 1843, and the first transcontinental railroad was completed on May 10, 1869, with substantial contributions from Chinese immigrants; and

WHEREAS, Asian Americans and Pacific Islanders have played a key role in American history since the first Chinese immigrants arrived to the United States in the 1850s following the California Gold rush; and

WHEREAS, there are numerous historical Asian Americans and Pacific Islanders contributors to the United States, including activists, actors, architects, athletes, artists, authors, activist, creators, doctors, entrepreneurs, inventors, musicians, performers, political leaders, scientists, singers, writers, and so many more; and

WHEREAS, the Pacific Grove Unified School District celebrates Asian American Pacific Islander Heritage Month and recognizes the significant contributions that Asian Americans and Pacific Islanders offer the community at large; and

NOW, THEREFORE, BE IT RESOLVED, that the Pacific Grove Unified School District Board of Education hereby declare May 2024, as Asian American Pacific Islander Heritage Month in the Pacific Grove Unified School District. We urge all community members to join us in recognizing Asian Americans and Pacific Islanders.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District this 4th day of April, 2024 by the following vote:

AYES:	NOES:	ABSENT:
<hr/> Brian Swanson, President		<hr/> Dr. Elliott Hazen, Clerk
<hr/> Carolyn Swanson, Board Member		<hr/> Jennifer McNary, Board Member
<hr/> Laura Ottmar, Board Member		<hr/> Dr. Linda Adamson, Superintendent

☒ 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: Proposed Board Calendar/Future Meetings

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

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

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board Meetings be held on the first 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 2024

Closed Session times vary

Open Session begins at 6:30 PM

Thursday, January 11	Regular Board Meeting <ul style="list-style-type: none"> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update ✓ Resolution recognizing February as Black History Month ✓ School Accountability Report Cards
Thursday, January 25	Special Board Meeting <ul style="list-style-type: none"> ✓ Board NCBI Training ✓ School Accountability Report Card ✓ HR SSC Report Plan
Thursday, February 8	Regular Board Meeting <ul style="list-style-type: none"> ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar ✓ Quarterly Facilities Project Updates ✓ Resolution recognizing March as Women's History Month ✓ LCAP 2023-2024 Midyear Report ✓ CSBA Policy Update ✓ ABM Building Solution, LLC Construction Agreement: Public Hearing and Contract Approval
Monday, March 4 4:00-8:00 PM	Special Board Meeting <ul style="list-style-type: none"> ✓ Board Governance Training
Thursday, March 7	Regular Board Meeting <ul style="list-style-type: none"> ✓ Second Interim ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Possible Personnel Action Presented as Information (RIF) ✓ <i>Non-reelects Solution</i> ✓ Board Goals Study Session ✓ Cultural Proficiency Implementation Plan Presentation ✓ <i>2023-24 Audit Report</i> ✓ Board considers legislative action at local and state levels
Thursday, March 21 5:00-9:00 PM	Special Board Meeting <ul style="list-style-type: none"> ✓ Board Study Session on Facilities Master Planning and 2024 Bond Extension
Thursday, April 4	Regular Board Meeting

	<ul style="list-style-type: none"> ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month ✓ <i>School Resource Officer Update</i> ✓ <i>Student Board Recognition</i> ✓ <i>M.C. Kimball & Associates Inc. Safety Report Presentation</i>
Thursday, April 18 4:00-9:00 PM	Special Board Meeting <ul style="list-style-type: none"> ✓ <i>LCAP Study Session</i> ✓ <i>Master Facilities Follow-Up Study Session</i>
Thursday, May 9	Regular Board Meeting <ul style="list-style-type: none"> ✓ Board Goals for 2024-25 ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Retiree Recognition ✓ <i>School Resource Officer Contract</i> ✓ <i>Begin Superintendent Evaluation</i> ✓ <i>CSBA Policy Update</i>
Thursday, May 23	Regular Board Meeting <ul style="list-style-type: none"> ✓ 2024-25 Board Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month ✓ <i>Continue Superintendent Evaluation</i> ✓ <i>Review of Site Master Schedules</i>
Thursday, June 6	Regular Board Meeting <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2024-25 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2024-25 ✓ Resolution recognizing Juneteenth ✓ Declaration of Need for Highly Qualified Educators ✓ <i>Complete Superintendent's Evaluation</i>

Board Meeting Calendar August-December 2024

Closed Session times vary

Open Session begins at 6:30 PM

Thursday, August 8	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly Facilities Project Updates ✓ Review of Legal Services Costs ✓ Student Enrollment Update ✓ Property Tax Report
Thursday, August 22 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, September 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* (Superintendent Report) ✓ CSBA Policy Update ✓ Cultural Proficiency/Equity Presentation ✓ Unaudited Actuals* ✓ Board Goals Discussion ✓ Williams Uniform Complaint Report (Quarterly)
Thursday, September 19 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, October 3	Regular Board Meeting <ul style="list-style-type: none"> ✓ Week of the School Administrator ✓ Board Goals check-in ✓ Resolution for the GANN Limit for 2024-2025 ✓ Quarterly District Safety Update (Superintendent Report) ✓ FY 2024-2025 Budget Revision #1 ✓ CAASPP/ELPAC Review of Data
Thursday, October 24 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, November 7	Regular Board Meeting <ul style="list-style-type: none"> ✓ Intent Form Due (to serve as Board President/Clerk) ✓ Review of Special Education Contracts ✓ PGHS Course Bulletin Information/Discussion ✓ CSBA Policy Update
Thursday, November 21 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, December 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ District Goals Update ✓ Annual Cultural Proficiency Implementation Plan ✓ Quarterly Facilities Project Updates ✓ First Interim Report

	✓ CSBA Board Comments
Tuesday, December 12 TIME TBD	Special Board Meeting ✓ Board Governance and Self-evaluation
Thursday, December 19	Regular Board Meeting ✓ Election of 2024-2025 Board President and Clerk ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report (Quarterly) ✓ CSBA Policy Update

- ☐ 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: Review of Legal Fees

DATE: April 4, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review legal fees expended from July 1, 2023 through February 29, 2024.

BACKGROUND:

Pacific Grove USD has been utilizing legal services from the law firm of Lozano Smith for many years.

INFORMATION:

The Board has requested a review of legal costs and fees expended for the school year. The spreadsheet has a breakdown of these general categories:

- General Student fees & costs
- General Labor & Employment fees
- Mandated cost
- Special Education Fees & Costs
- General Board governance fees & costs
- General Facilities and Business fees & costs
- Employee Matter costs

Details of names and descriptions are redacted to provide confidentiality and privacy.

FISCAL IMPACT:

As of February 29, 2024, the District has paid \$382,638 in legal costs and fees for the 2023/24 school year to the Lozano Smith Legal firm.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

2023-2024 Lozano Smith Legal Fees

For Period: 7/1/2023 to 2/29/2024

240/240

Description of Expense	July	August	September	October	November	December	January	February	2023-24 YTD
General Student Fees	641.25	7,445.62	19,237.51	12,356.18	8,265.00	10,830.96	2,315.63	1,603.12	62,695.27
General Student Costs	-	120.89	34.61	0.50	132.22	49.89	-	-	338.11
General Labor & Employment Fees	6,224.40	7,552.48	3,277.50	6,697.50	997.51	463.12	2,016.36	2,761.67	29,990.54
General Labor & Employment Costs	-	16.64	9.83	7.75	14.61	-	-	0.25	49.08
General Legal Matters Fees	5,379.39	1,496.27	4,061.22	3,811.88	2,600.61	2,707.51	616.89	71.25	20,745.02
General Legal Matters Costs	-	13.89	-	2,840.25	-	13.89	-	-	2,868.03
General Board Governance Fees	-	71.25	-	2,940.22	2,814.37	5,236.87	807.50	1,033.12	12,903.33
General Board Governance Costs	-	5.25	-	3.50	27.78	3,629.89	27.33	-	3,693.75
General Facilities and Business Fees	-	-	4,061.26	1,460.63	5,489.11	12,224.60	7,519.71	213.75	30,969.06
General Facilities and Business Costs	-	-	-	1.00	41.25	8.25	-	-	50.50
General Litigation Fees	-	213.75	641.24	498.75	356.24	5,923.23	7,210.49	106.86	14,950.56
General Litigation Costs	-	-	-	-	-	628.25	120.60	572.18	1,321.03
General Public Finance Fees	-	-	-	-	-	-	56.05	-	56.05
General Public Records Act Fees	1,345.20	-	-	476.43	1,008.89	1,487.70	3,221.51	35.62	7,575.35
General Public Records Act Costs	1.00	-	-	-	-	-	-	-	1.00
Mandated Cost: Labor Issues Fees	-	-	35.63	1,318.12	463.13	1,432.13	676.88	766.65	4,692.54
Mandated Cost: Labor Issues Costs	-	-	-	-	-	-	-	-	-
Mandated Cost: Brown Act Agenda Prep Fees	142.50	819.38	213.75	1,104.37	356.25	106.88	391.86	178.13	3,313.12
Mandated Cost: Brown Act Agenda Prep Costs	-	-	-	-	-	-	-	-	-
Mandated Cost: Public Records Act Fees	2,407.78	142.50	476.43	1,460.62	9,309.53	4,851.15	926.25	2,743.15	22,317.41
Mandated Cost: Public Records Act Costs	2.25	-	-	1.25	-	-	-	-	3.50
Special Education Matters Fees	1,415.96	6,984.40	3,560.13	1,835.89	2,070.53	1,961.33	6,817.66	1,546.13	26,192.03
Special Education Matters Costs	5.75	0.25	9.76	1.00	4.00	-	2.25	3.75	26.76
Student Discipline Fees	-	-	-	-	-	-	71.25	-	71.25
Student Discipline Costs	-	-	-	-	-	-	-	-	-
Student 1 - Special Education Fees	62,020.28	4,414.18	254.60	-	-	-	-	-	66,689.06
Student 1 - Special Education Costs	415.05	122.08	13.88	-	-	-	-	-	551.01
Student 2 - Special Education Fees	-	-	-	-	-	-	-	-	-
Student 2 - Special Education Costs	37.94	-	-	-	-	-	-	-	37.94
Student 3 - Special Education Fees	-	8,084.50	7,888.80	-	-	-	-	-	15,973.30
Student 3 - Special Education Costs	-	40.75	21.50	26.98	-	-	-	-	89.23
Student 4 - Special Education Fees	-	-	-	-	-	1,380.80	2,758.31	-	4,139.11
Student 4 - Special Education Costs	-	-	-	-	-	41.13	-	14.20	55.33
Student #1 Matter Fees	-	-	-	-	-	-	2,244.38	3,419.98	5,664.36
Student #1 Matter Costs	-	-	-	-	-	-	-	3,886.91	3,886.91
Employee Matter #1 Fees	9,660.54	4,326.77	-	-	-	-	-	-	13,987.31
Employee Matter #1 Costs	19,778.00	-	2,153.50	-	-	-	-	-	21,931.50
Employee Matter #2 v. PGUSD Fees	18.52	-	-	-	-	-	-	-	18.52
Employee Matter #2 v. PGUSD Costs	-	-	-	-	-	-	-	-	-
SPLIT-CSEA Juneteenth Claims Fees	-	2.54	24.94	3.29	-	55.02	-	3.29	89.08
SPLIT-CSEA Juneteenth Claims Costs	-	0.75	0.26	1.15	-	-	-	-	2.16
Leadership, Development, Mentoring & Training Fees	-	2,071.00	-	-	-	-	-	-	2,071.00
Leadership, Development, Mentoring & Training Costs	-	247.59	-	-	-	-	-	-	247.59
Strategic Planning & Department Advancement Fees	190.00	-	-	-	-	-	-	-	190.00
Strategic Planning & Department Advancement Costs	-	-	-	-	-	-	-	-	-
Staff Professional Development Fees	-	-	551.00	1,273.00	-	-	-	-	1,824.00
Staff Professional Development Costs	-	-	-	260.47	-	-	-	-	260.47
Grievance Fees	106.88	-	-	-	-	-	-	-	106.88
Total Fees+workshop, empl matter, gen pub finance	89,552.70	43,624.64	44,284.01	35,236.88	33,731.17	48,661.30	37,650.73	14,482.72	347,224.15
Total Costs	20,239.99	568.09	2,243.34	3,143.85	219.86	4,371.30	150.18	4,477.29	35,413.90
Grand Total	\$ 109,792.69	\$ 44,192.73	\$ 46,527.35	\$ 38,380.73	\$ 33,951.03	\$ 53,032.60	\$ 37,800.91	\$ 18,960.01	\$ 382,638.05

Fees = attorney fees

Costs = mileage, copying, etc