

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

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

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY AT THE JUNE 18, 2020 MEETING VIA LIVESTREAM. THE LINK(S) WILL BE PROVIDE 24 HOURS PRIOR TO THE MEETING. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA WILL BE TAKEN VIA LIVESTREAM AT THE TIME INDICATED ON THE AGENDA. PUBLIC COMMENT ON SPECIFIC ITEMS ON THE AGENDA WILL BE TAKEN DURING THE TIME THAT ITEM IS DISCUSSED.

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

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

DATE: Thursday, June 18, 2020

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

LOCATION: **VIRTUAL MEETING**

Join Zoom Meeting

<https://pgusd.zoom.us/j/8314567890?pwd=bk1pejNFVzg5WTQwZWZTSjl2RVc4Zz09>

Meeting ID: 831 456 7890

Password: 9395093950

Join by SIP

8314567890@zoomcrc.com

Join by H.323

162.255.37.11 (US West)

162.255.36.11 (US East)

115.114.131.7 (India Mumbai)

115.114.115.7 (India Hyderabad)

213.19.144.110 (EMEA)

103.122.166.55 (Australia)

209.9.211.110 (Hong Kong SAR)

64.211.144.160 (Brazil)

69.174.57.160 (Canada)

207.226.132.110 (Japan)

Meeting ID: 831 456 7890

Password: 9395093950

Pacific Grove Unified School District Office

435 Hillcrest Avenue

Pacific Grove, CA 93950

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

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

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
2. Planning and Preparation Meet and Confer: Confidential – Classified Management
3. Planning and Preparation Meet and Confer: Adult School
4. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2020-21; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
5. Conference with Labor Negotiators – Superintendent employment contract for 2020-21; public school employer and its designated representatives: Debbie Crandell, Board President and Cristy Dawson, Board Clerk [Gov. Code §54957.6]

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
2. Planning and Preparation Meet and Confer: Confidential – Classified Management
3. Planning and Preparation Meet and Confer: Adult School
4. Conference with Labor Negotiators – Assistant Superintendent Employment Contract
5. Conference with Labor Negotiators –Superintendent Employment Contract

B. Pledge of Allegiance

IV. COMMUNICATIONS

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

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board’s jurisdiction will be heard. The Board may limit comments to no more than three (3) minutes for each agenda or non-agenda item; a total time for public input on each item is 20 minutes, pursuant to Board Policy 9323. Public comment will also be allowed on each specific action item prior to Board action thereon. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board’s ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

VI. ACTION/DISCUSSION A

- A. Measure A Technology Bond Citizens’ Oversight Committee Report 12
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the Measure A Technology Bond Citizens’ Oversight Committee (COC) Report for 2018-19.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

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. Minutes of June 2, 2020 Special Board Meeting 14
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Minutes of June 4, 2020 Board Meeting 19
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- C. Certificated Assignment Order #19 26
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #19.
- D. Classified Assignment Order #17 28
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #17.
- E. Cash Receipts Report No. 5 30
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.
- F. Acceptance of Donations 32
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.
- G. Warrant Schedules No. 620 33
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- H. Contract for Services with David Sonderegger, E-Rate Filing Services 35
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends approval of the contract with David Sonderegger to provide E-Rate filing services for the 2020-2021 fiscal year.
- I. Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.) 38
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the contract for services with Independent Audio of the Monterey Peninsula (I.A.M.P.), to provide service and maintenance of audio equipment in the Pacific Grove Middle School auditorium.

- J. Contract for Services with Uretsky Investigation Security 42
 Recommendation: (Song Chin Bendib, Assistant Superintendent Business Services) The District Business Office recommends that the Board review and approve the contract for services with Uretsky Investigation Security to provide residency investigation services for the 2020-21 fiscal year.
- K. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) 45
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2020-21 school year.
- L. Monterey Bay Charter School Lease Revision #15 57
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and provide direction about Revision #15 with the Monterey Bay Charter School (MBCS), the term for 2020-21 school year.
- M. Agreement for Legal Services for 2020-21 59
 Recommendation: (Ralph Gómez Porras, Superintendent) Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2020-21.
- N. California School Board Association Membership 66
 Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2020-21 in the amount of \$7,777.00.
- O. Approval of California School Board Association GAMUT Online Service Agreement 68
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2020-21 in the amount of \$2,495.00.
- P. Contract for Services with Valerie Rhoades, Costumer 70
 Recommendation: (Matt Bell, Pacific Grove High School) The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades at Pacific Grove High School for Costumer Services for the Spring musical for 2021.
- Q. Contract for Services with Northern California Lacrosse Referees Association 73
 Recommendation: (Matt Bell, Pacific Grove High School) The District Administration recommends the Board review and approve the contract for services with Northern California Lacrosse Referees of America (NCLRA) with Pacific Grove High School.
- R. Contract for Services with Jose Del Rio Medical/Sports Trainer 76
 Recommendation: (Matt Bell, Pacific Grove High School) The District Administration recommends the Board review and approve the Contract for Services with Jose Del Rio at Pacific Grove High School for Medical Trainer Services for our student athletes.
- S. Contract for Services with Dr. Tchicaya Missamou at Pacific Grove High School 79
 Recommendation: (Matt Bell, Pacific Grove High School) The District Administration recommends the Board review and approve the contract for services with Dr. Tchicaya Missamou at Pacific Grove High School for keynote speaking.

- T. Contract for Services with Dr. Robert Watkins at Pacific Grove High School 82
 Recommendation: (Matt Bell, Pacific Grove High School) Contract for Services with Dr. Robert Watkins at Pacific Grove High School.
- U. Contract for Services with Valerie Rhoades 85
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades to sew/create drama costumes for Pacific Grove Middle School Drama musical.
- V. Contract for Services with Beem Video & Photography 88
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Beem Video & Photography to video the musical production for the 2020-2021 school year at Pacific Grove Middle School.
- W. Contract for Services with Ellsworth Gregory 91
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory to maintain and tune the piano for the 2020-2021 school year at Pacific Grove Middle School.
- X. Contract for Services with Forrests Music, Inc. 94
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Forrests Music, Inc. for musical instrument repair for Pacific Grove Middle School.
- Y. Contract for Services with Ben Kaatz Photography 97
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Ben Kaatz Photography to provide photographic services for the school musical production at Pacific Grove Middle School.
- Z. Contract for Services with LifeTouch School Photography 100
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with LifeTouch School Photography at Pacific Grove Middle School to provide photography services for the PGMS 2020-2021 school year.
- AA. Contract for Services with John Upshaw DBA Monterey DJ 103
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with John Upshaw, DBA Monterey DJ to provide pre-approved music for the Fall Ball at Pacific Grove Middle School.
- BB. Contract for Services with Peninsula Sports, Inc. 106
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the Contract for Services with Peninsula Sports, Inc. to provide administrative scheduling of referees for the 2020-2021 school year.
- CC. Contract for Services with Gary M. Stotz 109
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the Contract for Services with Gary M. Stotz for musical instrument repair for the Pacific Grove Middle School Music Department for the 2020-2021 school year.

- DD. Contract for Services with Pedro Torres 112
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the Contract for Services with Pedro Torres to provide referees for the non-league Basketball games for the 2020-2021 school year at Pacific Grove Middle School.
- EE. Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair 115
 Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the Contract for Services with Apolinario Vivit for musical instrument repair for the Pacific Grove Middle School music department for the 2020-2021 school year.
- FF. Contract for Services for FAST Translation Services 118
 Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration Recommends the Board review and approve the contract for services with FAST Translation Services.
- GG. Contract for Services with Field of Dreams 121
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends approval of a Contract for Service with Field of Dreams for the 2020-2021 school year.
- HH. Contract for Services with M3 Environmental Consulting 124
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with the M3 Environmental Consulting for the 2019-2020 fiscal year.
- II. Contract for Services with Doctors on Duty 128
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Doctors on Duty for the 2020-21 fiscal year.
- JJ. Contract for Services with Monterey Fire Extinguisher 131
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Monterey Fire Extinguisher for testing and repairs at Pacific Grove High School, Pacific Grove Middle school, Robert Down Elementary School, Forest Grove Elementary School, Pacific Grove Adult Education, David Avenue Campus, and the District Office for the 2020-21 fiscal year.
- KK. Contract for Services with Sentry Alarm Systems 135
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Sentry Alarm Systems for all District fire alarm systems for the 2020-21 fiscal year.
- LL. Contract for Services with Topes Tree Service, Inc. 139
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Topes Tree Service, Inc. for the 2020-21 school year.

- MM. Contract for Services with Tri-County Fire Protection 143
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Tri-County Fire Protection for the 2020-21 school year.
- NN. Contract for Services with Wilson’s Plumbing 147
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Wilson’s Plumbing for the 2020-21 school year.
- OO. Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation 151
 Recommendation: (Matt Kelly, Director Maintenance and Transportation) The District Administration recommends the Board review and approve the Memorandum of Understanding with Salinas City Elementary School District to provide additional transportation for field trips and athletics events.
- PP. Contract for Services with Ruben Parra for Bus Driver Training 153
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Business Office recommends that the Board authorize execution of the Contract for Services agreement between Pacific Grove Unified School District and Ruben Parra.
- QQ. Contract for Services with Monterey Bay Pest Control 156
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Business Office recommends that the Board review and approve the contract for services with Monterey Bay Pest Control for 2020-21.
- RR. Contract for Services with Discovery Charters 160
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends approval of a Contract for Service with Discovery Charters for the 2020-2021 school year.
- SS. Contract for Services with Stark Leak Detection LLC District Wide 164
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Stark Leak Detection LLC to detect gas or water leaks district wide for the 2020-21 fiscal year.
- TT. Community Human Services Joint Powers Authority Allocation 168
 Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the Community Human Services Joint Powers Authority expenditure as presented.
- UU. Contract with F.A.S.T. Translations 172
 Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract with F.A.S.T. Translations.
- VV. Monterey County Office of Education July 2020 Billback Projection 175
 Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve Monterey County Office of Education (MCOE) July Billback projection for the 2020-21 school year.

WW. <u>Music Therapy for Special Day Class Programs</u>	178
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve a contract for Music Therapy to be provided to the Special Day Class programs located at Preschool, Forest Grove Elementary School, Robert Down Elementary School, Pacific Grove Middle School, and Pacific Grove High School.	
XX. <u>Contract for Services with with Planned Parenthood Mar Monte</u>	181
Recommendation: (Clare Davies, Director of Student Services) The Administration recommends the Board review and approve the contract for services with Planned Parenthood.	
YY. <u>Contract for Services with Psyched Services</u>	184
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract with Psyched Services.	
ZZ. <u>SNS Interpreting-Sign Language Interpreter</u>	187
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve a contract with Sharon Neumann Solow MA, CSC, SC:L to provide sign language interpretation as needed for students and families.	
AAA. <u>Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the Placement of Students with Disabilities in Special Day Classes for 2020-21 School Year</u>	190
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes for 2020-21.	
BBB. <u>Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the 2020-21 School Year</u>	198
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes for 2020-21.	
CCC. <u>Contract for Services with IXL Learning (San Mateo, CA)</u>	206
Recommendation: (Sean Keller, Robert H. Down Elementary School Principal) The District Administration recommends the Board review and approve contract for online supplemental English Language Arts (ELA) and math curriculum support from IXL.	
DDD. <u>Contract for Services with IXL Learning (San Mateo, CA)</u>	210
Recommendation: (Buck Roggeman, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve contract for online supplemental English Language Arts (ELA) and math curriculum support from IXL.	
EEE. <u>Contract for Services with Michael’s Grill & Taqueria for July Lunch Vouchers</u>	217
Recommendation: (Stephanie Lip, Nutrition Director) The District Administration recommends the Board review and approve the contract for services with Michael’s Grill & Taqueria for providing lunch meals for students of Pacific Grove Unified School District (PGUSD) in July.	

FFF. Contract for Services with Mountain Mike’s for July Lunch Vouchers 220
Recommendation: (Stephanie Lip, Nutrition Director) The District Administration recommends the Board review and approve the contract for services with Mountain Mike’s for providing lunch meals for students of Pacific Grove Unified School District (PGUSD) in July.

GGG. Contract for Services with Bagel Kitchen for July Lunch Vouchers 223
Recommendation: (Stephanie Lip, Nutrition Director) The District Administration recommends the Board review and approve the contract for services with Bagel Kitchen for providing lunch meals for students of Pacific Grove Unified School District (PGUSD).

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

VIII. PUBLIC HEARING

A. Public Hearing for Tentative Agreement with California School Employees Association 226
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board hold a Public Hearing for the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA).

Open Public Hearing: _____ Close Public Hearing: _____

IX. ACTION/DISCUSSION continued

B. Approval of Tentative Agreement with California School Employees Association 231
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA).

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

C. Approval of Pacific Grove Unified School District Confidential Employees Team Agreement 236
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Confidential Employees Team.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

D. Approval of Pacific Grove Unified School District Administrative Employees Agreement 238
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Administrative Employees.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

- E. Board Calendar/Future Meetings 240
Recommendation: (Ralph Gómez Porrás, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Crandell ___ Dawson ___ Paff ___ Swanson ___ Walton ___

X. INFORMATION/DISCUSSION

- A. District Update on Response to COVID-19 244
Recommendation: (Ralph Gómez Porrás, Superintendent) The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

Board Direction: _____

- B. Solicitation of Funds Report 2019-20 245
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review the attached list of Solicitation of Funds from the various entities.

Board Direction: _____

- C. Review of Legal Services Costs for 2019-20 282
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review legal fees expended from July 1, 2019 through May 11, 2020.

Board Direction: _____

- D. Future Agenda Items 284
Recommendation: (Ralph Gómez Porrás, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

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

Board Direction: _____

XI. ADJOURNMENT

Next regular Board meeting: August 20, 2020 – District Office

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

SUBJECT: Measure A Technology Bond Citizens' Oversight Committee Report

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Measure A Technology Bond Citizens' Oversight Committee (COC) Report for 2018-19.

BACKGROUND:

Measure A was processed as a 55% vote election and passed as such, the District must comply with the provisions of Education Code 15278 required by Proposition 39.

An independent Citizens' Oversight Committee will be established to review and audit all expenditures. The COC will meet annually to review expenditures.

Internally, the District has a Tech Committee and the committee members meet regularly and recommend purchases. For 2018-19, these purchases as in the past, have been board approved and the technology was adopted into the district and the school sites.

The last report presented by the Citizens' Oversight Committee was on May 23, 2019 and it was for the 2017-18 fiscal year.

INFORMATION:

The Pacific Grove USD new Citizens' Oversight Committee met on May 11, 2020, to review the 2018-19 Measure A Technology Bond expenditures.

The committee will present their report.

FISCAL IMPACT:

None.



Pacific Grove Unified School District
Measure A Technology Bond Citizens Oversight Committee
ANNUAL REPORT TO THE COMMUNITY 2018-2019

MEASURE A OVERSIGHT

COMMITTEE

Alex Lorca (Chair)
Stephanie Atigh
Maria Fonferik
Elliott Hazen
Travis Long
Laurel Peiffer
Jessica Thompson

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

Debbie Crandell – President
Cristy Dawson – Clerk
John Paff – Trustee
Brian Swanson – Trustee
Jon Walton - Trustee

Letter from the Chair

As Chair of the Measure A Technology Bond Citizens Oversight Committee, I am pleased to issue this Annual Report to the Community.

It is the task of the Oversight Committee to review bond expenditures and report to the community on the progress made to fulfill the terms of the bond. This report includes the financial and performance audit for the 2018-2019 fiscal year. It also provides information on the status of the authorized bond project. The Committee further reports the remaining balance of Measure A, Series B funds to be expended at a rate of \$600,000 for the 2019-2020 fiscal year and \$300,000 for 2020-2021 fiscal year.

I invite you to stay informed on the progress of Measure A by visiting the District website at www.pgusd.org and clicking on Business Documents for information. Tech Team meetings are held monthly to discuss technology needs of the district and to plan the use of Measure A funds. For more information, go to edtech.pgusd.org or contact Matthew Binder, Director of Educational Technology, at (831) 646-6618. You are also invited to attend the meetings of the Citizens Oversight Committee. Agendas and meeting minutes are posted on the website. For more information, call (831) 646-6509.

Thank you for your investment in the renovation and upgrades to the school's technology in the Pacific Grove Unified School District.

Alex Lorca

Citizens Oversight Committee Chair

**INDEPENDENT PERFORMANCE AUDIT FOR
FISCAL YEAR 2018-2019**

Independent Auditor's Report for Fiscal year 2018-2019

The Committee received and reviewed the District's Independent Auditor's Report for the financial statements on May 11, 2020. The report was prepared by Eide Bailly, LLP in accordance with the requirement of Proposition 39. In summary, the Auditor's opinion was that: *"...the financial statements ...present fairly, in all material respects, the financial position of the Building Funds (Measure D and A) of the Pacific Grove Unified School District at June 30, 2019 and the respective changes in the financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America."*

Independent Auditor's Report on Performance for Fiscal year 2018-2019

The Committee also received and reviewed the District's Independent Auditor's Report on Performance on May 11, 2020. The report was also prepared by Eide Bailly, LLP in accordance with the requirement of Proposition 39. In summary, the Auditor's opinion was that: *"The results of our tests indicated that the District expended Building Fund (Measures A and D) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution."*

For detailed information on the Measure D (Facilities Bond) and Measure A (Education Technology Bond) expenditures, please visit the PGUSD website at www.pgusd.org

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of June 2, 2020 – VIRTUAL MEETING

I. OPENED BUSINESS

- A. Called to Order 5:30 p.m.
- B. Roll Call
 - President: Trustee Crandell
 - Clerk: Trustee Dawson
 - Trustees Present: Trustee Paff
Trustee Swanson
Trustee Walton
 - Administration Present: Superintendent Porras
Asst. Superintendent Chin-Bendib
 - Board Recorder: Mandi Ackerman
- C. Adopted Agenda

MOTION Crandell/Dawson to adopt agenda as presented.
Public comment: none
Motion CARRIED by roll call vote 5 – 0

- D. Pledge of Allegiance Led By: Trustee Crandell

II. ACTION

- A. Re-Opening/ Distance Learning Update
Due to the California State of Emergency regarding COVID-19, the Board discussed school re-opening and distance learning for the Fall.

Superintendent Porras presented information regarding school reopening and distance learning for the Fall, including information received from parent surveys, task force feedback. Superintendent Porras noted the missing piece is direction from the Governor, and that the reopening framework is dependent on the Monterey County Health Department and Monterey County Office of Education.

There are many unknowns and plans will change based on new information. The District has prepared for an in-person and distance learning blended model.

The following Administrators presented information to the Board:
Forest Grove Elementary School Principal Buck Roggeman
Robert Down Elementary School Principal Sean Keller
Pacific Grove Middle School Principal Sean Roach
Pacific Grove High School Principal Matt Bell
Adult Education Principal and District Safety Director Barbara Martinez
Director of Curriculum and Special Projects Billie Mankey
Director of Student Services Clare Davies
Director of Education Technology Matthew Binder
Technology Systems Coordinator Jonathan Mejia
Nutrition Director Stephanie Lip
Director of Facilities and Transportation Matt Kelly

The Board took a 5 minute break at 7:21p.m. Returned at 7:26 p.m.

The Board discussed this item and asked questions.

MOTION Dawson/Paff to extend the meeting until 9:00 p.m.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

PUBLIC COMMENT

Jeannie Traback: PC: What percentage of parents in the district responded to the survey that this data is based upon?

Robin Pelc: PC: My name is Robin Pelc. I am a PGUSD parent of a second grader and incoming kindergartener at Forest Grove. I'm also faculty at CSUMB and have some background in education technology having previously worked for IXL. If we continue with online learning, I think it is essential to contract additional K-12 e-learning experts to help teachers convert their teaching to online, including at the elementary level. We have excellent teachers but online learning is not their expertise nor is it fair or reasonable to expect them to develop this expertise at this stage without significant help. There are many excellent resources, organizations, and specialists specifically designed to help develop engaging curricular materials and trainings for distance learning with K-12 students, including early elementary level students (some examples include Khan Academy, Great Minds, and Newsela). and teachers should of course be paid for their time training over the summer.

Matt Bell: PC: CCS and CIF are very reluctant to make a call regarding sports at this point. The most likely is that three seasons will be shortened rather than abandoning the fall season altogether.

Robin Pelc: PC: As a second point, for the models with some time spent at school, I would urge the district to strongly consider spending as much time outdoors as possible. A growing body of research shows that transmission of covid-19 is much less likely in outdoor settings and we are lucky that we have beautiful outdoor spaces at all campuses and the weather is amenable for much of the fall. I would also ask that we ensure that physical activity is integrated into the schedule as much as possible to ensure that the students stay physically healthy.

Lucie Hazen: PC: 1) clearly a lot of effort has gone into planning, which is much appreciated! I'd like to ask for clarification on face coverings for students. I heard a statement about face shields mentioned for the younger kids, can that be elaborated on? Is that potentially instead of masks?

Alexandria's iPhone: PC: have you considered keeping elementary classes together in their 2019-2020 classes to address the concern about meeting a new teacher and new classmates. if they're already with kids they know they'll be more comfortable.

Jenn Jeska: PC: When will the district decide to open facilities back to the public? For example ball fields and track. Thank you

Heloisa Junqueira: PC: What if a family decides on one model initially, but comes to the realization that a different model would be more adequate to their kid(s)? be

Matt Bell: PC: The high school staff has noted that it is critical to have a robust academic program in which students are accountable to attending, producing work (evidence of learning), and are graded based on their efforts and mastery. Those issues will be included in any model that the high school adopts.

Jaime Guthrie: PC: I agree wholeheartedly with Robin Pelc's second point.

Kimberley Shurtz: PC: I am really impressed by the data-driven info provided. All of the admin staff did an amazing job presenting very informative data. Thank you so much for the authentic data! Also, the vast majority of HS freshmen (9th grade; all except 1 class of AP) will get an online "Bootcamp" class that will help ALL freshman to succeed on an online environment, regardless of how we return to school.

JH: P.C. Thank you for your hard work! Is it possible to mandate the use of chromebooks, if we have enough for all? If students are using non-school-vetted computers for schoolwork, how will we structure online usage and auxiliary guidelines/needs (e.g., cameras, printers, videos) for lessons? For students who need direct interaction, such as those who haven't been checking in for distance learning at all and students who need to work on social pragmatics? Is it possible for Spt. Porras to include the board meeting video recording links on his school communications to all parents?

Lucie Hazen: PC: Sorry for sending to you Jonathan. 1) clearly a lot of effort has gone into planning which is much appreciated! I'd like to ask for clarification on face coverings for students, particularly face shields mentioned for younger kids. Can this be elaborated on and would that be instead of masks? 2) Were the teachers also polled about DL successes and failures this past year and could those results be shared?

Erica Chavez: PC: I would like the elementary schools to look closely at the model described by Mr. Bell. We too, could develop a robust distance learning program available to all students whether they are on site or at home. This would allow for more flexibility between DL and a blended model. Students on campus could still access their digital platforms and equity would be embedded!

Carolyn Swanson: PC: just have people raise their hands and allow them to speak

Jessica Thompson: PC: Second the point made that the flipped classroom approach described for the high school, reserving in person time for guided practice, reinforcement, assessment and social-emotional is attractive to the extent it could work for elementary students also.

Jaime Guthrie: PC: Kimberly Schurtz mentions online "Bootcamp" for 9th graders--I have a sixth grader and third grader who could also benefit from online "Bootcamp" at MS and Elementary levels to support DL success.

Kilene Brosseau: PC: Meant to be PC: Will it be the responsibility of the teachers to disinfect the playground equipment, manipulatives, etc or will that fall under the responsibilities of the custodians? If this responsibility will go to the teachers, when are teachers expected to do this?

Narges: PC- Will report card categories (such as behaviors that promote learning) be reviewed and teachers supported in revising the categories to align with DL.

Jeannie Traback: PC: Google classroom is not ideal for TK and Kinder. I hope that is still in the conversation.

Alexandria's iPhone: PC: I agree with Erica Chavez and Jessica Thompson that the distance Learning model as the primary model would work for elementary classes as well. it would allow for more seamless transitions to full distance learning and/or if we're able to go back to school fully on campus.

Zoe Shoats: PC: It seems that many of the school sites are trying to be everything to everyone (multiple models). This may not be sustainable for teachers or due to inevitable illness that will arise amongst students, staff or family members. I understand childcare is an issue for essential workers, but suggest that school sites focus on distance learning and how to do that well. Similar Matt Bell's model.

Christina's iPhone6: PC: I agree with Zoe Shoats. I believe we should focus on building a rigorous, engaging DL program as our base!

Jaime Guthrie: PC: I'm in agreement with Zoe Shoats comment re: focus on doing DL well, rather than spreading resources thin across multiple models.

Alexandria's iPhone: PC: as a parent of a first grader who used both google classroom and seesaw for distance learning, I highly recommend Seesaw

Kilene Brosseau: PC: Has there been discussion on purchasing manipulatives for each student as needed. Then the students will have them at home, if DL is happening and have their own in the classroom, if that is the option chosen. Less cross contamination, time cleaning, etc.

Norah Schramm: PC: 1) Will the students in MS and HS be moving from classroom to classroom or will the teachers be moving to the kids? How will the disinfecting between classes work if the students move? 2) Keeping elementary students in the same group as the previous year might not be ideal for some of the students. They may need a fresh start with a new mix of fellow students. 3) Some students are better organized than others. At the middle school level it can be very difficult for one class to have multiple google classrooms for the students to check. (this comment from Sarah Schramm, Norah is my student)

Margaret Rice: PC: All 9th Grade Geography courses, World Geography and AP Human Geography will include Freshman Academy curriculum and supports.

Erica Chavez: PC: To add to Kilene, will double sets of curriculum be purchased? Or are the kindergarten students to remember to bring their workbooks to and from school on a regular basis?

Jaime Guthrie: PC: thanks to Matthew Binder for explaining that Google Classroom is a parent tool!! I had no idea! I thought my second grader could use it independently. Probably a good idea to let parents know up front that's not the case.

Kelly San Filippo: PC: I agree with Sarah Schramm re: students and needing a new cohort/group for the year.

Kilene Brosseau: PC: I think it's important to consider teachers and their children. What are we supposed to do with our children if we are on a blended program?

Kelly San Filippo: PC: Good point, Kilene.

Christina's iPhone6: PC: I second what Kilene mentioned. what about teachers with younger school aged students. aged y

Jaime Guthrie: PC: thank you Dr. Porras for explaining further the impetus for considering multiple models.

Amy Tulley: PC: I agree with Zoe Shoats, currently teaching summer school and see my students on daily basis. with blended program, we will have a watered down curriculum. we would only see kids once ir twice a week for a shorter period, but can't be available to support DL cohorts. They would have to work independently for 2-3 days a week. I prefer my daily interaction (albeit virtual) with my students. I am still able to have direct instruction and guided support on software, and small group. For select at-risk kids, all teacher and staff can maybe take turns to supervise DL with safety distance measures in place in few select classrooms. Thank you all!

Kilene Brosseau: PC: I agree Amy Tulley.

X. ADJOURNED

8:51 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 4, 2020 – VIRTUAL MEETING

I. OPENED BUSINESS

- A. Called to Order 5:30 p.m.
- B. Roll Call
 - President: Trustee Crandell
 - Clerk: Trustee Dawson
 - Trustees Present: Trustee Paff
Trustee Swanson
Trustee Walton
 - Administration Present: Superintendent Porras
Asst. Superintendent Chin-Bendib
 - Board Recorder: Mandi Ackerman
- C. Adopted Agenda

Changes to the agenda include Walk-On Resolution No. 1054 LGBTQ+ Pride Month.

MOTION Dawson/Swanson to adopt agenda as amended.
Public comment: none
Motion CARRIED by roll call vote 5 – 0

II. CLOSED SESSION

- A. Identified Closed Session Topics
 - 1. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
 - 2. Planning and Preparation Meet and Confer: Confidential – Classified Management
 - 3. Planning and Preparation Meet and Confer: Management
- B. Public comment on Closed Session Topics
None.
- C. Adjourned to Closed Session 5:35 p.m.

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

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.

The Board discussed this item and gave direction to Administration.

2. Planning and Preparation Meet and Confer: Confidential – Classified Management

The Board received information.

3. Planning and Preparation Meet and Confer: Management

The Board received information and gave direction to Administration.

B. Pledge of Allegiance Led By: Trustee Crandell

Trustee Crandell asked for a moment of silence for those who have lost their lives.

IV. RECOGNITION

Dr. Deneen Guss, Monterey County Superintendent of Schools and Harvey Kuffner, Monterey County Board of Education Trustee, presented the Monterey County Board of Education Resolution No. 19-20-18, Honoring and Recognizing Robert Down Elementary School as a 2019 National Blue Ribbon School.

Dr. Guss and Trustee Kuffner also acknowledged Pacific Grove High School Principal Matt Bell for his years of service, commitment to students.

Robert Down Elementary School Principal Sean Keller said it was an honor to receive the National Blue Ribbon School award, thanked Trustee Kuffner and Dr. Guss, thanked the community and staff, and congratulated Mr. Bell on his retirement.

Superintendent Porras said the award was well deserved for Robert Down Elementary School.

V. RECOGNITION OF RETIREES

Pacific Grove High School Principal Matt Bell acknowledged Debby Farmer, PGHS Administrative Assistant, and her 14 years of service.

Pacific Grove Middle School Principal Sean Roach acknowledged Elaine DeMarco, PGMS Math Teacher and her 18 years of service.

Director of Facilities and Transportation Matt Kelly acknowledged Joel Drucker, MOT Bus Driver and his 11 years of service.

Director Kelly also acknowledged Lisa Stacks, MOT Transportation Foreman, Bus Driver and her 23 years of service.

Assistant Superintendent Song Chin-Bendib acknowledged Elyse Thomas, District Office Clerk III Accounts Payable and her 21 years of service.

Robert Down Elementary School Principal Sean Keller and Superintendent Ralph Porras acknowledged Linda Williams, RDE Teacher and Principal and her 26 years of service.

Forest Grove Elementary School Principal Buck Roggeman and Pacific Grove High School Principal Matt Bell acknowledged Maria Taschner, RDE, FGE, PGHS – Rec Attendant and Food Service and her 32 years of service.

Superintendent Porras acknowledged Matt Bell, PGHS Principal and his 37 years of service.

VI. COMMUNICATIONS

A. Written Communication

The Board received written communication regarding COVID-19/school reopening.

B. Board Member Comments

Trustee Crandell introduced Pacific Grove Mayor Peake, who honored Pacific Grove High School retiring Principal Matt Bell. Mayor Peake noted Principal Bell's years of service as well as the Association of California School Administrators High School Principal of the Year award.

Trustee Crandell acknowledged Principal Bell and the difference he made in her life and to her son, and noted he was one of the reasons she ran for the school Board.

Principal Bell appreciated the kind words, and said he would cherish the memories.

Trustee Dawson thanked everyone for the moving graduation ceremony, and said it was a great way for Principal Bell to end his career.

Trustee Paff congratulated the retirees, spoke about several of the retirees.

Trustee Swanson thanked everyone for the graduation ceremony, and congratulated the retirees.

C. Superintendent Report

Superintendent Porras congratulated the Pacific Grove High School staff for their successful graduation. Superintendent Porras thanked Dr. Guss for the work in making the graduation happen, and thanked Laguna Seca for hosting the graduation ceremony.

D. PGUSD Staff Comments (Non Agenda Items)

Principal Bell shared about a recent protest of 18 high school students in front of the Pacific Grove Police Department, said it means so much to see the students take on causes they care about and for speaking out for what is right.

Technology Systems Coordinator Jonathan Mejia provided a brief update on the network upgrade, and thanked the site techs for all their hard work.

VII. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

None.

VIII. CONSENT AGENDA

- A. Minutes of May 21, 2020 Board Meeting
- B. Certificated Assignment Order #18
- C. Classified Assignment Order #16
- D. Memorandum of Understanding with North Monterey County Unified School District for Independent Study Program

MOTION Paff/Dawson to approve consent agenda as presented.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

Trustee Paff acknowledged the new hires.

Superintendent Porras introduced the new Pacific Grove High School Principal Lito Garcia, who said it was an honor to accept the position.

IX. PUBLIC HEARING I

- A. Public Hearing for Tentative Agreement with Pacific Grove Teacher’s Association

Open Public Hearing: 7:43 p.m.

Close Public Hearing: 7:47 p.m.

Trustee Paff thanked the negotiations team and everyone involved.

Assistant Superintendent Chin-Bendib echoed Trustee Paff’s sentiments, and thanked the county office for reviewing the agreement so quickly.

Public comment:

Teacher and Pacific Grove Teachers Association President Shannon McCarty thanked both sides, said it was hard work and appreciated the District.

X. ACTION/DISCUSSION A

- A. Approval of Tentative Agreement with Pacific Grove Teacher’s Association

MOTION Dawson/Crandell to approve the Tentative Agreement with Pacific Grove Teacher’s Association.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

XI. PUBLIC HEARING II

- B. Public Hearing for the District General Fund Budget and All Other Funds for fiscal year 2020-21

Open Public Hearing: 7:49 p.m. Close Public Hearing: 8:48 p.m.

Assistant Superintendent Song Chin-Bendib presented information to the Board. The Board asked questions and discussed this item.

Public comment:

Pacific Grove Adult Education Principal Barbara Martinez thanked the Board for supporting adult education programs.

XII. ACTION/DISCUSSION

- B. Adoption of the District General Fund Budget and All Other Funds for fiscal year 2020-21

MOTION Swanson/Paff to adopt the District General Fund Budget and All Other Funds for Fiscal Year 2020-21.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

- C. COVID-19 Operations Written Report

MOTION Crandell/Dawson to approve the COVID-19 Operations Written Report.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

- D. Adoption of the Precalculus Textbook for 12th Grade Math, Pearson’s *College Algebra and Trigonometry, 7th Edition (2021)*

MOTION Dawson/Paff to adopt the Precalculus Textbook for 12th Grade Math, Pearson’s *College Algebra and Trigonometry, 7th Edition (2021)*.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

- E. Options for July Feeding During COVID-19 Pandemic

The Board discussed this item and asked questions. Director of Nutrition Stephanie Lip and Superintendent Porras addressed questions from the Board.

Public comment:

Parent Carolyn Swanson said she works in the food service industry and said the District must continue to feed students who need it; suggested a way to use this to get more students to sign up for free and reduced; said the restaurant food vouchers was exciting.

MOTION Walton/Paff to approve option #2 with a cap of \$400.

Motion CARRIED by roll call vote 4 – 1

Trustee Dawson voted against

Superintendent Porras noted that there will be other expenditures for this item outside the cap.

F. Approval of Measure A Education Technology Expenditures

Director of Education Technology Matthew Binder and Technology Systems Coordinator Jonathan Mejia presented information to the Board.

Public comment:

Parent Carolyn Swanson asked a clarifying question about an item on the list.

Robert Down Elementary School Principal Sean Keller asked about the iPad purchase.

Teacher Erica Chavez asked about the plan to reflect chrome tablets, asked if devices would be capable of mirror/project with Apple TV.

MOTION Crandell/Swanson to approve the Measure A Education Technology Expenditures.

Motion CARRIED by roll call vote 5 -0

MOTION Dawson/Paff to extend the meeting until 10:30 p.m.

Motion CARRIED by roll call vote 5 -0

G. Updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook 2020-21

MOTION Dawson/Crandell to approve the updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook 2020-21.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

H. Board Calendar/Future Meetings

The Board directed Administration to add two Board meetings to the month of July to discuss the reopening of schools in the Fall. July 9 and 23.

MOTION Crandell/Swanson to approve the Board meeting calendar as amended to include two Special Board meetings in July, July 9 and 23, 2020.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

I. WALK ON Resolution No. 1054 LGBTQ+ Pride Month

The Board discussed and agreed to separate the item into two items: the Resolution and the flying of the flag.

Public comment:

Parent Carolyn Swanson asked about the dates for the Resolution and flying the flag.

MOTION Crandell/Dawson to approve Resolution No. 1054 LGBTQ+ Pride Month indefinitely, or until amended by the Board.

Motion CARRIED by roll call vote 5 – 0

**MOTION Dawson/Walton to direct the Superintendent to fly a Pride Flag at the District Office for the whole month of June.
Motion CARRIED by roll call vote 3 – 2
Trustee Crandell and Trustee Paff voted against.**

The Board directed administration to bring the Pride Flag back for Board review in May 2021.

IX. INFORMATION/DISCUSSION

A. District Update on Response to COVID-19

Superintendent Porras provided a brief update and noted more information would be coming to the next Board meeting on June 18, 2020.

Public comment:

Parent Carolyn Swanson asked about the hybrid model and if there was any liability to the District.

B. Future Agenda Items

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

XIV. ADJOURNED

10:30 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Certificated Assignment Order #19

DATE: June 18, 2020

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #19.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 19
June 18, 2020**

Page 2 of 2

TEMPORARY RE-HIRE:

April McMillan, FGE, Temporary Long-Term Substitute, 1.0 FTE, Column VI Step 10, effective August 3, 2020 through May 28, 2021 (replaces Glynis Barrett LOA)

STATUS CHANGE:

Andrew Bradley, from Temporary TOSA for Digital Learning to tenure track Digital Learning Teacher (Itinerant), Column VI, Step 3, + MA effective August 3, 2020 (current GF budget)

VOLUNTARY TRANSFER:

Becky Goldfinch, from PGHS SDC Teacher, 1.0 FTE, to PGHS RSP Teacher, 1.0 FTE, effective August 3, 2020 (new position based on enrollment numbers)

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Classified Assignment Order #17

DATE: June 18, 2020

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #17

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 17
June 18, 2020**

2020 SUMMER SCHOOL STAFFING, June 4, 2020 through June 31, 2020

<u>EMPLOYEE</u>	<u>POSITION</u>	<u>HOURS</u>	<u>FUNDING</u>
Lori Arnaldo	Paraeducator	4 hrs./day	Range 37, Step E, per timesheet, GF

ADDITIONAL HOURS:

Daniel Schwartz, RDE Computer Lab Technician, additional hours paid at the employee’s regular hourly rate, paid per time sheet and not to exceed 65 hours, duties for Chromebook intake, organization and sanitization (Site Discretionary Fund)

Summer Coe, PGHS Administrative Assistant II, additional hours cross training in new position not to exceed 28 hrs./week, Range 35, Step F, effective June 8, 2020 through June 19, 2020

RESIGNATION:

Jacob Paolenti, PGMS Instructional Assistant (Special Education), 6 hrs./day/180 day work calendar resigns effective June 4, 2020

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

SUBJECT: Cash Receipts Report No. 5

DATE: June 18, 2020

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of April 23, 2020 through June 9, 2020.

INFORMATION:

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

PGUSD
BOARD REPORT # 5

April 23, 2020 - June 9, 2020

Date	Num	Name	Account	Amount
Apr 23 - Jun 9, 20				
05/11/2020	20293	CAFETERIA	CAFETERIA	1,012.50
05/15/2020	20292	RETIREE INSURANCE	RETIREE INSURANCE	2,337.66
05/15/2020	20294	STATE OF CALIFORNIA	CAFETERIA	15,039.23
05/15/2020	20295	STATE OF CALIFORNIA	CAFETERIA	1,009.05
05/15/2020	20296	Naomi Guillory	MAINT/GROUNDS	18.00
05/15/2020	20298	MISC	TECH ED	50.56
05/15/2020	20299	STATE OF CALIFORNIA	SP ED	209.09
05/15/2020	20300	STATE OF CALIFORNIA	PRESCHOOL	9,283.00
05/15/2020	20301	Forest Grove Elementary	DONATION	100.00
05/15/2020	20297	ROP	Class Fees	40.00
05/15/2020	20302	BASRP-FG	BASRP	600.00
05/15/2020	20303	BASRP-RD	BASRP	993.00
05/15/2020	20304	STATE OF CALIFORNIA	SP ED	91.48
05/15/2020	20305	RETIREE INSURANCE	RETIREE INSURANCE	1,531.00
05/20/2020	20306	RETIREE INSURANCE	RETIREE INSURANCE	1,027.58
05/20/2020	20307	STATE OF CALIFORNIA	SP ED	65.35
05/20/2020	20308	TEXTBOOKS	TEXT BOOK FEES	20.00
06/09/2020	20309	RETIREE INSURANCE	RETIREE INSURANCE	1,722.22
06/09/2020	20310	MISC	TECH ED	257.21
06/09/2020	20311	TEXTBOOKS	TEXT BOOK FEES	283.00
06/09/2020	20312	TEXTBOOKS	TEXT BOOK FEES	119.00
06/09/2020	20313	TEXTBOOKS	TEXT BOOK FEES	189.00
06/09/2020	20314	TEXTBOOKS	TEXT BOOK FEES	110.00
06/09/2020	20315	TEXTBOOKS	TEXT BOOK FEES	663.50
06/09/2020	20316	Robert Down Elementary	DONATION	1,000.00
06/09/2020	20317	TEXTBOOKS	TEXT BOOK FEES	6.00
06/09/2020	20318	MBCS/Monterey Bay Charter School	UTILITIES	949.41
06/09/2020	20319	MBCS/Monterey Bay Charter School	UTILITIES	2,580.68
06/09/2020	20320	MBCS/Monterey Bay Charter School	UTILITIES	841.33
06/09/2020	20321	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	37,648.90
06/09/2020	20322	MBCS/Monterey Bay Charter School	UTILITIES	5,064.60
06/09/2020	20323	Maria Rivera	INS PAYMENT	300.00
06/09/2020	20324	Maria Rivera	INS PAYMENT	300.00
06/09/2020	20325	Fran Castorina	INS PAYMENT	264.15
06/09/2020	20326	Fran Castorina	INS PAYMENT	264.15
06/09/2020	20327	STATE OF CALIFORNIA	CAFETERIA	32,069.50
06/09/2020	20328	STATE OF CALIFORNIA	CAFETERIA	2,622.27
06/09/2020	20329	STATE OF CALIFORNIA	PRESCHOOL	9,395.00
06/09/2020	20330	Intercare Holding Insurance	WORKERSCOMP	1,033.82
06/09/2020	20331	Intercare Holding Insurance	WORKERSCOMP	1,033.82
06/09/2020	20332	Intercare Holding Insurance	WORKERSCOMP	1,031.60
06/09/2020	20333	Intercare Holding Insurance	WORKERSCOMP	1,031.60
06/09/2020	20334	Carmel Unified School Dist	SP ED	169,271.07
06/09/2020	20335	Intercare Holding Insurance	WORKERSCOMP	812.29
06/09/2020	20336	Intercare Holding Insurance	WORKERSCOMP	810.54
06/09/2020	20337	WASTE MANAGEMENT	REFUND	1,526.96
06/09/2020	20338	STATE OF CALIFORNIA	CAFETERIA	4,326.18
06/09/2020	20339	BASRP-FG	BASRP	245.00
06/09/2020	20340	BASRP-RD	BASRP	925.50
06/09/2020	20341	BASRP-RD	BASRP	204.00
06/09/2020	20342	BASRP-FG	BASRP	1,299.00
06/09/2020	20343	BASRP-RD	BASRP	1,382.25

Apr 23 - Jun 9, 20

315,011.05

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

SUBJECT: Acceptance of Donations

DATE: June 18, 2020

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

RECOMMENDATION:

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

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

Wells Fargo \$ 100 (undesignated)

Robert H. Down Elementary School

Mariya B. Serttunc \$1,000 (PE Dept.)

Pacific Grove Middle School

None

Pacific Grove High School ASB

None

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

SUBJECT: Warrant Schedule 620

DATE: June 18, 2020

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from May 1, 2020 through May 31, 2020.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 620

MAY 2020

WARRANTS - PAYROLL

Certificated	Regular	5/5/2020	\$	-
	Regular	5/8/2020	\$	13,682.55
	Regular	5/15/2020	\$	-
	Regular	5/31/2020	\$	1,667,059.89
<u>Total Certificated</u>			\$	<u>1,680,742.44</u>
Other	Regular	5/5/2020	\$	-
	Regular	5/8/2020	\$	17,015.00
	Regular	5/15/2020	\$	-
	Regular	5/31/2020	\$	2,377.31
<u>Total Other</u>			\$	<u>19,392.31</u>
Classified	Regular	5/5/2020	\$	-
	Regular	5/8/2020	\$	12,884.38
	Regular	5/15/2020	\$	-
	Regular	5/31/2020	\$	652,087.76
<u>Total Classified</u>			\$	<u>664,972.14</u>
<u>TOTAL PAYROLL</u>			\$	<u>2,365,106.89</u>

WARRANTS - ACCOUNTS PAYABLE

Warrants	12555764	through	12555788	5/7/2020	\$	44,779.73
Warrants	12556747	through	12556777	5/14/2020	\$	327,864.77
Warrants	12557623	through	12557661	5/21/2020	\$	41,775.13
Warrants	12559235	through	12559266	5/28/2020	\$	112,054.13
<u>TOTAL ACCOUNTS PAYABLE</u>					\$	<u>526,473.76</u>

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

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

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of the contract with David Sonderegger to provide E-Rate filing services for the 2020-2021 fiscal year.

BACKGROUND:

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

INFORMATION:

The amount of this contract is for \$12,000. It is possible that the full amount will not be needed, depending on District and USAC requirements. To date this consultant has been paid \$4,000 for the 2019-2020 fiscal year. An additional contract for service for \$8,000 was created for Category Two equipment for 2020-2021 which is in process and will be completed by June 30.

The scope of service includes ensuring that 2020-2021 approved discounts are captured; assisting with updating enrollment data and filing for funding for the MCOE-provided Internet Service for 2021-2022; and assisting with any AT&T billing questions.

FISCAL IMPACT:

Fund 01 \$12,000 Consultant’s fee

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

This contract is an agreement between the Pacific Grove Unified School District and David Sonderegger for services rendered as specified below.

- 1. Scope of Service: Assist with e-Rate filing, CTF, and general telecom management...
2. Evaluation and/or expected outcome(s): Expert consulting and assistance with the processes and applications for obtaining E-Rate funding
3. Length of the Contract: Service is to be provided on the following date(s): July 1, 2020 – June 30, 2021
4. Financial Consideration: Consultant to be paid at the rate of: \$125 per hour for approximately 100 hours not to exceed the total sum of \$12,000

Consultant (Please print) Email:

Address Phone

Signed Date

District Employee X Independent Consultant

Signed Date

Site/Program Administrator (Check appropriate box below)

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

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

Signed Date

Director of Human Resources

Signed Date

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.)

DATE: June 18, 2020

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

RECOMMENDATION:

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

BACKGROUND and INFORMATION:

Anthony Nocita, the owner/operator of I.A.M.P., has been involved with the sound system and audio equipment of the middle school auditorium for many years, especially since it was upgraded to the Performing Arts Center. He is well versed in the needs of the building and is a local professional who has been hired by outside groups to work their events in the auditorium. This contract is to cover the possible needs for district events to be held in the auditorium such as promotion, CHS graduation, musical drama, and music instrumental performances during the 2020-2021 fiscal year.

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

FISCAL IMPACT:

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AGREEMENT FOR CONTRACTOR SERVICES

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

<u>Independent Audio of the Monterey Peninsula, Inc. (I.A.M.P.)</u>			
CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
218 Reindollar Avenue, Unit 6A	Marina	CA	93933
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on or about July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide labor and maintenance of audio equipment and system at Pacific Grove Middle School Auditorium for school district related events.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. Prior to starting, the work shall be authorized by the District in writing. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid by billing the District at the labor rate of \$125 per hour plus cost of any replacement equipment.
Total not to exceed the sum of \$2,000 through June 30, 2021.

Source of Funds: Fund 01 General
01-8150-0-0000-8110-5800-00-001-6220-0720

- K. Payments will be made by the District to the Contractor as follows:
 - 1) As Invoiced
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Uretsky Investigation Security

DATE: June 18, 2020

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

RECOMMENDATION:

The District Business Office recommends that the Board approve the Contract for Services agreement between Pacific Grove Unified School District and Uretsky Investigation Security to provide residency investigation services for the 2020-2021 fiscal year.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Fund 01 Business Services \$3,000

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

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

URETSKY INVESTIGATIONS for services rendered as specified below.

- 1. Scope of Service: To provide investigation services for residency verification
2. Evaluation and/or expected outcome(s): Residency verification
3. Length of the Contract: Service is to be provided on the following date(s): July 1, 2020 – June 30, 2021
4. Financial Consideration: Consultant to be paid at the rate of: Not to exceed \$3,000 School Funding Source: General Fund Account Code:01-0000-0-0000-7300-5800-00-009-6120-0720

Consultant

Address

Signed Date

District Employee X Independent Consultant

Signed Date

Site/Program Administrator (Check appropriate box below)

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

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

Signed Date

Director of Human Resources

Signed Date

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2020-2021 school year.

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 attached Agreement for Services and Exhibit A, which address the interests of both the City of Pacific Grove and the Pacific Grove Unified School District.

The District will pay the City \$75,643 for the 180-day school year, which is an increase of \$4,948 from the previous year due to cost of living increase.

FISCAL IMPACT:

General Fund 01 \$75,643.

AGREEMENT FOR SERVICES

THIS AGREEMENT (Agreement) is entered into on this 1st day of July, 2020, 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 the Pacific Grove High School, the Pacific Grove Community High School, the Pacific Grove Middle School, the Forest Grove Elementary School, the Robert Down Elementary School, and the 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 an 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, attached hereto 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, 2020 through and including June 30, 2021 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 Seventy-Five Thousand Six Hundred and Forty-Three (\$75,643) 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.

C. Time spent by the SRO attending municipal, juvenile court. And/or criminal cases arising from and/or out of the SRO's employment as an SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

D. Pursuant to Pacific Grove Police Department ("Department") protocols, the SRO is required to notify his/her supervisor of an absence and shall also notify the DISTRICT Superintendent or designee whenever possible. Otherwise, the Department Watch Commander will notify the DISTRICT when the SRO will be absent from work. Except for unforeseen circumstances, elective time off for the SRO will be utilized when school is not in session. Elective time off scheduled when school is in session shall be backfilled by the Department, utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and may not represent a dedicated presence.

E. The CITY shall send the DISTRICT an invoice at the beginning of the school year.

F. 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 his/her designee shall consult with the Superintendent of the DISTRICT or his designee on matters that pertain to this Agreement.

B. Any complaint against the SRO arising from his or her actions shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing 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 011, 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, the extent 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, attached hereto and incorporated by reference. Tile 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, for any acts of sole 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. Ralph Porras, Superintendent,
Pacific Grove Unified School District
432 Hillcrest Avenue
Pacific Grove, CA 93950

CITY: Jocelyn Francis, Police Administrative Services Manager
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 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 one and the 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. Ralph Porras
Superintendent

Date

CITY OF PACIFIC GROVE

Ben Harvey
City Manager

Date

Cathy Madalone
Chief of Police

Date

APPROVED AS TO FORM

Dave Laredo
City Attorney

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 Pacific Grove High School, 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 his/her CITY supervisor.
- D. The CITY shall ensure the SRO schedules 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 must also notify the District Superintendent or designee of the impending absence.

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.

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. Such coverage will be provided from regular patrol officers and may not represent a dedicated presence.

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.

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. Provide assistance to school administrators, faculty, and staff upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from unauthorized intruders, natural or man caused disasters.
- I. Be familiar with DISTRICT policies and regulations related to safety and student conduct and discipline issues, including the DISTRICT'S Code of Conduct.
- J. Assist the District Safety Director, administrators, faculty and staff with addressing violations of DISTRICT policies at the SRO's discretion. 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.
- K. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DISTRICT administrators, parents and community members.
- L. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, and security personnel.
- M. Maintain detailed, accurate and up to date records as required by the CITY, DISTRICT and/or school administrator/principal.
- N. Attend, whenever possible, school and DISTRICT in-service training at the invitation of the District Safety Director, Superintendent or designee, or school administrator/principal.
- O. Assume the position of Juvenile Detective within the Police Department and address juvenile delinquency issues and problems as well as work proactively with all law enforcement agencies that service the DISTRICT'S community.
- P. Attend parent, faculty, student, administration and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support.
- Q. 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.

R. Maintain confidentiality of any and all information obtained in confidence and not disclose the information except as provided by the law or court order.

S. Maintain confidentiality of DISTRICT records and information in accordance with DISTRICT policies.

T. Perform other duties which will promote the purposes of the SRO program and which are mutually agreed upon by the DISTRICT and CITY.

U. Submit SRO Monthly Report Log by the 10th of each Month to the DISTRICT Superintendent, Police Commander, and Police Supervisor.

V. Attend Weekly Meeting with School Safety Officer and Bi-Monthly Meeting with School Safety Officer, Police Commander, Police Supervisor, and Principal(s). Any additions to the above duties must be mutually agreed in writing upon by the CITY'S Chief of Police, the DISTRICT Superintendent or his/her designee.

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 access to records which are deemed necessary by the DISTRICT. The SRO shall maintain confidentiality of the records. 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 at1 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 his/her 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 his/her 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 his/her 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 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.

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

SUBJECT: Monterey Bay Charter School Lease Revision #15

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board review and provide direction about Revision #15 with the Monterey Bay Charter School (MBCS), the term for 2020-21 school year.

BACKGROUND:

Beginning in 2001, the District began leasing space at the David Avenue School to the Monterey Bay Charter School. Since then, there have been several revisions to the lease, either for additional space, increasing the rate, or extension of the term of the lease. The current lease expires on June 30, 2019.

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

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

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

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

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

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

INFORMATION:

For fiscal year 2020-21, given the fiscal crisis impacted by the covid 19 pandemic, MBCS is requesting the following items:

- a. A zero, “0” % to 2.31% percent increase in rent for 2020-21 pending the final budget approved by the Governor; and

- b. Delay rental payments if the state defers Charter school apportionments; once the state apportions funds, MBCS will pay PG USD in one lump sum

All of the lease revenue from the David Avenue Campus goes into the Capital Projects Fund (Fund 40).

FISCAL IMPACT:

Minimally, no increase from 2019-20 annual rental income of \$225,893.40 to a potentially increase of 2.31% funded COLA of \$5,218.14, for a total of \$231,111.54. Deferment of rental payments will not reduce the annual income but will impact cash flow for Fund 40.

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

SUBJECT: Agreement for Legal Services for 2020-21

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2020-21

BACKGROUND:

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

INFORMATION:

The agreement for 2020-21 school year contains no rate changes. Services are paid for through the Superintendents Professional and Consulting budget.



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2020, between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

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

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

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

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

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

8. TERMINATION.

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

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

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

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

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

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

11. DISPUTE RESOLUTION.

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

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

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

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

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

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


consent of the Parties; provided, however, that if the invalidity or unenforceability of any provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

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

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

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

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Pacific Grove Unified School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 05/01/2020



PROFESSIONAL RATE SCHEDULE
FOR PACIFIC GROVE UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

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

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

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

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

2. BILLING PRACTICE

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

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

3. COSTS AND EXPENSES

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

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

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

SUBJECT: California School Board Association Membership

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2020-21 in the amount of \$7,777.00.

BACKGROUND:

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

INFORMATION:

Benefits of Membership

As the only statewide organization representing the local school governance perspective, the California School Boards Association provides resources to help fulfill the complex roles. CSBA provides a wide range of advocacy, leadership development, policy, information, financial and other support services. CSBA’s range of critical services includes but is not limited to:

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

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

District will not contract for service of ELA.

FISCAL IMPACT:

General Fund 01 Membership for California School Board Association dues for 2020-21 in the amount of \$7,777.00, has been budgeted.



California School Boards Association
(916) 371-4691

CONSENT N

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
 INV-51521-W9G7W8 5/22/2020

Bill To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Ship To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2020 - 06/30/2021)	\$7,777.00	1.00	\$7,777.00	
ELA	ELA Membership (07/01/2020 - 06/30/2021)	\$1,944.00	1.00	\$1,944.00	
<p style="color: red;">Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.</p>					

Total Invoice: \$9,721.00 **Total Paid:** \$0.00 **Balance Due:** \$9,721.00

 PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-51521-W9G7W8	05/22/2020		\$9,721.00

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Regular Meeting of June 18, 2020

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

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

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2020-21 in the amount of \$2,495.00.

INFORMATION:

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

FISCAL IMPACT:

GAMUT Online Service Agreement due for 2020-21 in the amount of \$2,495.00.



California School Boards Association
(916) 371-4691

CONSENT O

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
 INV-52519-Z2T6T1 5/22/2020

Bill To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Ship To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY	Gamut Policy (07/01/2020 - 06/30/2021)	\$2,495.00	1.00	\$2,495.00	Net 30
<p style="color: red;">WAIT! Have you renewed your CSBA Membership for 2020/2021? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access.</p>					

Total Invoice: \$2,495.00

Total Paid: \$0.00

Balance Due: \$2,495.00

 PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-52519-Z2T6T1	05/22/2020	Net 30	\$2,495.00

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Regular Meeting of June 18, 2020

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

SUBJECT: Contract for Services with Valerie Rhoades, Costumer

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Bell, Principal Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades at Pacific Grove High School for Costumer Services for the Spring musical for 2021.

BACKGROUND:

Valerie Rhoades has been creating and repairing costumes for the high school musicals for many years and will be continuing with this service. She started as a volunteer and then became the lead costumer for the high school. Sean and Michelle Boulware trust her work and ability to envision new and exciting additions to any musical she is a part of.

INFORMATION:

This is an annual service.

FISCAL IMPACT:

\$1,000.00 PGHS ASB account.

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

This contract is an agreement between the Pacific Grove Unified School District and Valerie Rhoades for services rendered as specified below.

- 1. Scope of Service: To provide: Costumer for the spring musical at Pacific Grove High School
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Create or modify costumes and work with any volunteers creating costumes for the actors
3. Length of the Contract: Service is to be provided on the following date(s): February 2021 – April 2021
4. Financial Consideration: Consultant to be paid at the rate of: To be paid at \$1,000.00 for the duration of the contract

School Funding Source: Wells Fargo Associated Student Body Account/Musical
Account Code: #8994873977

Consultant (Please print) Valerie Rhoades

Address 405 Locust Avenue Apt. A Pacific Grove CA 93950 Phone:831-917-6713

Signed _____ Date Click or tap to enter a date.
Email no email available at this time

[] District Employee [] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

[] Contracted work was assigned using District’s normal employment recruitment process.

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

SUBJECT: Contract for Services with Northern California Lacrosse Referees Association

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Bell, Principal Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Northern California Lacrosse Referees of America (NCLRA) with Pacific Grove High School.

BACKGROUND:

The NCLRA is specific for the referees that manage the Lacrosse games. The season starts in mid-March and runs for the rest of a typical school year (May or June). This organization is the only one that is approved by CCS for the refereeing of league lacrosse games. The season is usually 9 league games with 2-3 pre-season games.

INFORMATION:

This is an annual service.

FISCAL IMPACT:

\$3,420 PGHS Athletics account.

There is a one-time administration fee of \$540.00. Each game costs \$240.00 for up to 12 games. Fees based on 19-20 rates.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Northern California Lacrosse Referees Association (NCLRA) for services rendered as specified below.

1. Scope of Service:

To provide: Referee services for all lacrosse home games

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

Fair and ethical refereeing for all lacrosse home games

3. Length of the Contract:

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

March 2021 and to end in or about June 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

\$240.00 per games for up to 12 games per the stated season plus one-time administration fees for the season of \$540.00 (prices are subject to change – these prices are based on the 2020 season)

Up to \$3,420

School Funding Source: PGHS Athletics

Account Code: #1965169244/400 Well Fargo

Consultant (Please print) NCLRA – David Hafner representative/treasurer

Address 35 Greenside Way San Rafael CA 94901 Phone:415-336-3927

Signed _____ Date Click or tap to enter a date.

Email dchafner@gmail.com

[] District Employee [X] Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

[] Contracted work was assigned using District’s normal employment recruitment process.

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Jose Del Rio Medical/Sports Trainer

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Bell, Principal, Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Jose Del Rio at Pacific Grove High School for Medical Trainer Services for our student athletes.

BACKGROUND:

Jose Del Rio has been the sideline medical trainer for about three years and is continuing his services to ensure the safety of our student athletes. He will be at each game on the sidelines just in case a student is injured during the course of playing games. Season includes football, basketball, soccer, wrestling, volleyball etc.

INFORMATION:

This is an annual service.

FISCAL IMPACT:

\$20,085 General Fund 01 High School Athletics Program 8000

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

This contract is an agreement between the Pacific Grove Unified School District and Jose Del Rio Medical Sports Trainer for services rendered as specified below.

- 1. Scope of Service: To provide Medical Trainer Services at all sporting events – providing medical services to all student athletes
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Providing on-going service to our student athletes for the 2020-21 school year
3. Length of the Contract: Service is to be provided on the following date(s): Beginning August 2020 – May 2021
4. Financial Consideration: Consultant to be paid at the rate of: \$2,085.00 per month for 10 months not to exceed \$20,085.00

School Funding Source: General Fund 01 High School Athletics
Account Code: 01-0000-0-1176-4200-5820-00-006-8000-0720

Consultant (Please print) Jose Del Rio

Address 28087 Robinson Canyon Road Carmel CA 93923 Phone:562-215-2667

Signed _____ Date Click or tap to enter a date.
Email no email available

[] District Employee [X] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

[] Contracted work was assigned using District’s normal employment recruitment process.

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Dr. Tchicaya Missamou at Pacific Grove High School

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Bell, Principal Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Dr. Tchicaya Missamou at Pacific Grove High School for keynote speaking.

BACKGROUND:

Dr. Missamou is a Doctor of Organizational Leadership who has a TED talk that is available for viewing on TED.com. His TED Talk addresses the topic of freedom. He is an American Marine who was born in Africa, and has worked his way from a position of poverty, extreme personal trauma, and marginalization as an African American immigrant to one of prominence; he has reached the highest level of education and is a successful business owner and entrepreneur. He is on contract with Simon & Schuster and is a published author. He will be doing a one-time speaking engagement at Pacific Grove High School.

INFORMATION:

Dr. Missamou is a highly sought-after public speaker who has experience speaking to audiences around the world. Dr. Missamou is a personal friend of Dr. Larry Haggquist and has agreed to speak to the students of PGHS at a reduced rate. Dr. Haggquist will handle lodging expenses to further reduce cost for the district.

Dr. Missamou will provide a keynote at a date at a date TBA during the first few weeks of school in 2020. The speech will feature the theme “The Gold Standard,” a theme chosen by the leadership students. This keynote will help to set the direction for school culture for this 2020/2021 school year.

FISCAL IMPACT:

\$2500 for one day of speaking engagement in the 2020-21 school year
The monies will come out of the PGHS administrative site funds.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Dr. Tchicaya Missamou for services rendered as specified below.

1. Scope of Service:

To provide : A keynote at a date at a date TBA during the first few weeks of school in 2020. The speech will feature the theme "The Gold Standard," a theme chosen by the leadership students.

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

This keynote will help to set the direction for school culture for this 2020/2021 school year.

3. Length of the Contract:

Service is to be provided on the following date(s):
One day TBA in the 2020-21 school year.

4. Financial Consideration:

Consultant to be paid at the rate of:
\$2500 flat rate (\$ per hr/day/other)
for 1 day (hours/days/other)
School Funding Source: PGHS General Instructional: Professional Consulting Services Account
Account Code: 01-0000-0-1110-1000-5800-00-006-1005-0720

Consultant (Please print) Tchicaya Missamou
Address 28359 Robin Avenue, Santa Clarita, CA 91350 Phone 818-448-0822

Signed Date 6/10/2020 Email

District Employee X Independent Consultant

Signed Date 6/10/2020
Site/Program Administrator (Check appropriate box below)

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

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

Signed Date
Director of Human Resources

Signed Date
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Dr. Robert Watkins at Pacific Grove High School

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Bell, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Dr. Robert Watkins at Pacific Grove High School for keynote speaking.

BACKGROUND:

Dr. Watkins is a world-renowned orthopedic spine surgeon from Marina Del Rey, California. Dr. Watkins is chief of staff at Cedars-Sinai Marina Del Rey Hospital and co-director of the spine center. Dr. Watkins is the spine surgeon for several Los Angeles area sports teams, including: the Los Angeles Dodgers, Los Angeles Rams, Los Angeles Clippers, USC Trojan Athletics and more. He has performed career saving surgeries on some of the most recognizable names in sports. Recently, Dr. Watkins created the Back Doctor App, which is now one of the most downloaded apps for back pain. In addition to his professional success, Dr. Watkins has been heavily involved in seeking solutions to the homeless problem in Los Angeles

INFORMATION:

Dr. Watkins is a successful and dynamic individual. He has experience speaking to audiences around the world, mostly to share his professional expertise. Dr. Watkins is a personal friend of Dr. Larry Haggquist and has agreed to speak to the students of PGHS at a reduced rate. Dr. Haggquist will handle lodging expenses to further reduce cost for the district

Dr. Watkins will provide a keynote at a date at a date TBA during the first few weeks of school in 2020. The speech will feature the them “The Gold Standard,” a theme chosen by the leadership students. This keynote will help to set the direction for school culture for this 2020/2021 school year.

FISCAL IMPACT:

\$4000 for one day of speaking engagement in the 2019-20 school year
 The monies will come out of the PGHS administrative site funds.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Dr. Robert Watkins for services rendered as specified below.

1. Scope of Service:

To provide : A keynote at a date at a date TBA during the first few weeks of school in 2020. The speech will feature the theme "The Gold Standard," a theme chosen by the leadership students.

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

This keynote will help to set the direction for school culture for this 2020/2021 school year.

3. Length of the Contract:

Service is to be provided on the following date(s):
One day TBA in the 2020-21 school year.

4. Financial Consideration:

Consultant to be paid at the rate of:
\$4000 flat rate (\$ per hr/day/other)
for 1 day (hours/days/other)
School Funding Source: PGHS General Instructional: Professional Consulting Services Account
Account Code: 01-0000-0-1110-1000-5800-00-006-1005-0720

Consultant (Please print) Robert Watkins
Address 4650 Lincoln Blvd. Marina Del Rey, CA 90292 Phone 310-823-8911

Signed Date 6/10/2020 Email

District Employee X Independent Consultant

Signed Date 6/10/2020
Site/Program Administrator (Check appropriate box below)

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

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

Signed Date
Director of Human Resources

Signed Date
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Valerie Rhoades

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades to sew/create drama costumes for Pacific Grove Middle School Drama musical.

BACKGROUND:

Valerie Rhoades has created costumes for the PGMS Drama department for the last 3 years.

INFORMATION:

This is the 3rd year Valerie Rhoades has created costumes for the PGMS Drama.

FISCAL IMPACT:

\$500.00 Middle School ASB Drama Budget

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

This contract is an agreement between the Pacific Grove Unified School District and Valerie Rhoades for services rendered as specified below.

- 1. Scope of Service: To provide: Sew, create costumes for the Pacific Grove Middle School musical
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Sew, create costumes for the middle school musical for the 2020-2021 school year.
3. Length of the Contract: Service is to be provided on the following date(s): 2020-2021 school year
4. Financial Consideration: Consultant to be paid at the rate of: \$500.00(\$ per hr/day/other) Not to exceed \$500.00 For a month(hours/days/other) School Funding Source: ASB drama budget Account Code: 00855303535

Consultant (Please print) Valerie Rhoades
Address 405 Locust Avenue Apt. A Pacific Grove CA 93950 Phone:831-917-6713

Signed _____ Date Click or tap to enter a date.
Email none

[] District Employee [X] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Beem Video & Photography

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Beem Video & Photography to video the musical production for the 2020-2021 school year at Pacific Grove Middle School.

BACKGROUND:

This is a new service for the 2020-2021 school year for the Pacific Grove Middle School musical.

INFORMATION:

Beem Video & Photography will video tape the middle school musical so students can purchase the videos after the show.

FISCAL IMPACT:

\$300.00 Middle School ASB budget

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

This contract is an agreement between the Pacific Grove Unified School District and Beem Video & Photography for services rendered as specified below.

- 1. Scope of Service: To provide: Videotaping the middle school musical for the 2020-2021 school year
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Students will be videotaped and able to purchase video copies of the musical
3. Length of the Contract: Service is to be provided on the following date(s): January 29, 2021 through February 2, 2021
4. Financial Consideration: Consultant to be paid at the rate of: \$300.00(\$ per hr/day/other) Not to exceed \$300.00 For a month(hours/days/other) School Funding Source: ASB Drama Budget Account Code: ASB 00855303535

Consultant (Please print) Beem Video & Photography

Address P. O. Box 104, Monterey, CA 93940 Phone:Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

Signed _____ Date _____ Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____ Director of Human Resources

Signed _____ Date _____ Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
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- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Ellsworth Gregory

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory to maintain and tune the piano for the 2020-2021 school year at Pacific Grove Middle School

BACKGROUND:

Ellsworth Gregory has been tuning the piano at the middle school for the past 15 years.

INFORMATION:

Ellsworth Gregory will maintain and tune the piano for the 2020-2021 school year.

FISCAL IMPACT:

\$250.00 Middle School site music budget

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

This contract is an agreement between the Pacific Grove Unified School District and Ellsworth Gregory for services rendered as specified below.

- 1. Scope of Service: To provide: Piano tuning for the PGMS 2020-2021 school year.
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): PGMS piano will be properly maintained and tuned throughout the 2020-2021 school year.
3. Length of the Contract: Service is to be provided on the following date(s): Service is to be provided for the 2020-2021 school year. Valid until 6/1/2021
4. Financial Consideration: Consultant to be paid at the rate of: \$125(\$ per hr/day/other) piano tuning, not to exceed \$250.00 For a month(hours/days/other) School Funding Source: Site Music Budget Account Code: 01-0000-0-1155-1000-5800-00-005-1432-0720

Consultant (Please print) Ellsworth Gregory

Address P.O. Box 5851, Carmel, CA 93921 Phone:831-624-9611

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

Signed _____ Date _____ Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____ Director of Human Resources

Signed _____ Date _____ Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Forrests Music, Inc.

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Forrests Music, Inc. for musical instrument repair for Pacific Grove Middle School

BACKGROUND:

This is the first year that the Middle School will use Forrests Music, Inc. to repair musical instruments in addition to the music repair contracts with Mr. Gary Stotz and Vivit Instrument Repair. These vendors provide different repair services.

INFORMATION:

Forrests Music, Inc. will repair musical instruments for the 2020-2021 school year.

FISCAL IMPACT:

\$500.00 Middle School site music budget

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

This contract is an agreement between the Pacific Grove Unified School District and Forrests Music, Inc. for services rendered as specified below.

- 1. Scope of Service: To provide: Repair, maintain musical instruments.
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Repair and maintain musical instruments for PGMS music department for the 2020-2021 school year.
3. Length of the Contract: Service is to be provided on the following date(s): 2020-2021 school year.
4. Financial Consideration: Consultant to be paid at the rate of: \$500.00 per school year not to exceed For the 2020-2021 school year

School Funding Source: Site music budget
Account Code: 01-0000-0-1155-1000-5600-00-005-1432-0720

Consultant (Please print) Forrests Music, Inc.
Address 1849 University Ave., Berkeley, CA 94703 Phone: 800-322-6263

Signed _____ Date Click or tap to enter a date.
Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

SUBJECT: Contract for Services with Ben Kaatz Photography

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Ben Kaatz Photography to provide photographic services for the school musical production at Pacific Grove Middle School.

BACKGROUND:

This is the second year that Ben Kaatz has photographed the Pacific Grove Middle School student musical production.

INFORMATION:

Middle School students will be able to access and download the photo gallery online.

FISCAL IMPACT:

\$300.00 Middle School ASB Drama Budget

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

This contract is an agreement between the Pacific Grove Unified School District and Ben Kaatz Photography for services rendered as specified below.

1. Scope of Service: Photography of the middle school musical for the 2020-2021 school year.

2. To provide: Evaluation and/or expected outcome(s) (continue on attached page if needed): Students will be able to access digital images edited for color, light and composition. Will deliver one set of full-size print files at print resolution and a set of smaller image files to be uploaded to PGMS online gallery operated by Ben Kaatz Photography for parent/student download

3. Length of the Contract: Service is to be provided on the following date(s): January 29, 2021 through February 2, 2021

4. Financial Consideration: Consultant to be paid at the rate of: \$300.00 (\$ per hr/day/other) Not to exceed \$300.00 For a month(hours/days/other) School Funding Source: Middle School ASB Drama Account Code: 000855303535

Consultant (Please print) Ben Kaatz Photography

Address 798 Lighthouse Ave., #114, Monterey, CA 93940 Phone: Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

Signed _____ Date _____ Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____ Director of Human Resources

Signed _____ Date _____ Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with LifeTouch School Photography

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with LifeTouch School Photography at Pacific Grove Middle School to provide photography services for the PGMS 2020-2021 school year.

BACKGROUND:

In the past we have used another photography company. This is the first year that the Middle School will be using LifeTouch School Photography.

INFORMATION:

LifeTouch School Photography will provide school pictures, ID's, Student of the Month pictures, Sports pictures and 8th grade Panorama picture for the 2020-2021 school year.

FISCAL IMPACT:

There is no fiscal impact for this service to the school or the district. LifeTouch collects payment from families who choose to purchase the photo packages directly from the company. The Student of the Month photos are free of charge to those families whose students make that qualification.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and LifeTouch School Photography for services rendered as specified below.

1. Scope of Service:

To provide: Photography service for the 2020-2021 school year

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

LifeTouch will provide photography services for school pictures, student ID's, student of the month pictures, sports pictures and 8th grade panorama pictures.

3. Length of the Contract:

Service is to be provided on the following date(s):
2020-2021 school year.

4. Financial Consideration:

LifeTouch School Photography does not charge the school or district for this service. They are paid when families purchase the photo packages directly from LifeTouch. The Student of the Month photos are free of charge to those families whose students make that qualification.

School Funding Source: N/A

Account Code: N/A

Consultant (Please print) LifeTouch School Photography

Address Click or tap here to enter text. Phone:Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
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- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

SUBJECT: Contract for Services with John Upshaw DBA Monterey DJ

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with John Upshaw, DBA Monterey DJ to provide pre-approved music for the Fall Ball at Pacific Grove Middle School.

BACKGROUND:

John Upshaw has been supplying DJ music at the middle school for the past two years.

INFORMATION:

John Upshaw will provide pre-approved music for the Fall Ball for the 2020-2021 school year.

FISCAL IMPACT:

\$400.00 ASB funds

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

This contract is an agreement between the Pacific Grove Unified School District and John Upshaw, DBA Monterey DJ for services rendered as specified below.

1. Scope of Service:

To provide: DJ service for the Pacific Grove Middle School Fall Ball for the 2020-2021 school year for two hours.

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

Provide pre-approved music for the middle school Fall Ball

3. Length of the Contract:

Service is to be provided on the following date(s):
2020-2021 school year

4. Financial Consideration:

Consultant to be paid at the rate of:
\$200.00(\$ **per hr**/day/other) not to exceed \$400.00
For a month(hours/days/other)
School Funding Source:ASB Leadership *Click or tap here to enter text.*
Account Code: 00855303535

Consultant (Please print) John Upshaw

Address 3127 Crescent Ave. Apt. A4, Marina, CA 93933 Phone:*Click or tap here to enter text.*

Signed _____ Date *Click or tap to enter a date.*

Email *Click or tap here to enter text.*

District Employee Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
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- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Peninsula Sports, Inc.

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Peninsula Sports, Inc. to provide administrative scheduling of referees for the 2020-2021 school year.

BACKGROUND:

For the past 20 years, Peninsula Sports, Inc. has provided referees for the Middle School sports activities. They are proposing to provide scheduling the referees. Pacific Grove Middle School will pay the referees through the Arbitrator-Pay Trust Account.

INFORMATION:

The firm currently provides the only opportunity for referees at our games.

FISCAL IMPACT:

\$1,000.00 District General Fund 01.

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

This contract is an agreement between the Pacific Grove Unified School District and Peninsula Sports, Inc. for services rendered as specified below.

1. Scope of Service:

To provide: Scheduling of referees for Pacific Grove Middle School scheduled league Volleyball, Soccer and Basketball games for the 2020-2021 school year.

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

Referees will attend each scheduled league game.

3. Length of the Contract:

Service is to be provided on the following date(s):
September 1, 2020 Through May 15, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:
\$1,000.00 per school year not to exceed \$1,000.00
For nine months.

School Funding Source: After school athletics budget [Click or tap here to enter text.](#)

Account Code: 01-0000-0-1176-4200-5800-00-005-8000-0720

Consultant (Please print) Peninsula Sports, Inc.

Address 1732 Fremont Blvd, Suite 200B, Seaside, CA 93955 Phone: [Click or tap here to enter text.](#)

Signed _____ Date [Click or tap to enter a date.](#)

Email [Click or tap here to enter text.](#)

District Employee Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
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- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

SUBJECT: Contract for Services with Gary M. Stotz

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Gary M. Stotz for musical instrument repair for the Pacific Grove Middle School Music Department for the 2020-2021 school year.

BACKGROUND:

Mr. Stotz has been repairing musical instruments for the middle school music department for over 10 years.

INFORMATION:

Mr. Stotz will repair musical instruments for the 2002-2021 school year. This is in addition to Vivit Instrument Repair and the new contract for instrument repairs with Forrests Music, Inc. These vendors provide different repair services.

FISCAL IMPACT:

\$500.00 Pacific Grove Middle School site music budget.

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

This contract is an agreement between the Pacific Grove Unified School District and Gary M. Stotz for services rendered as specified below.

- 1. Scope of Service: To provide: To provide repairs to PGMS musical instruments
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Repair instruments for the PGMS music department for the 2020-2021 school year.
3. Length of the Contract: Service is to be provided on the following date(s): 2020-2021 school year.
4. Financial Consideration: Consultant to be paid at the rate of: Not to exceed \$500.00 per school year School Funding Source: Site music budget Account Code: 01-0000-0-1155-1000-5600-00-005-1432-0720

Consultant (Please print) Gary M. Stotz
Address 1233 Funston Ave., Pacific Grove, CA 93950 Phone:Click or tap here to enter text.
Signed _____ Date Click or tap to enter a date.
Email Click or tap here to enter text.

District Employee Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

- (1) There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
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- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Pedro Torres

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Pedro Torres to provide referees for the non-league Basketball games for the 2020-2021 school year at Pacific Grove Middle School.

BACKGROUND:

Pedro Torres has provided referees for non-league basketball games for the past 5 years.

INFORMATION:

Pedro Torres will provide referees for all scheduled non-league basketball games.

FISCAL IMPACT:

\$2500.00 Middle School ASB Jr. Breakers Athletics

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

This contract is an agreement between the Pacific Grove Unified School District and Pedro Torres for services rendered as specified below.

1. Scope of Service:

To provide: Referees for the Pacific Grove Mille School scheduled 6th, 7th, & 8th grade non-league basketball games for the 2020-2021 school year.

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

Referees will attend each scheduled non-league game.

3. Length of the Contract:

Service is to be provided on the following date(s):
January, 2021 through April 1, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:
\$80.00(\$ per hr/day/other) game not to exceed \$2,500

School Funding Source: ASB Jr. Breakers Athletics Click or tap here to enter text.

Consultant (Please print) Pedro Torres

Address 1524 Luzern St., Seaside, CA 93955 Phone:831-383-4729

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Apolinario Vivit for musical instrument repair for the Pacific Grove Middle School music department for the 2020-2021 school year.

BACKGROUND:

This is the 2nd year that Vivit Instrument Repair has been repairing musical instruments for the middle school music department. In addition to Forrests Music and Gary Stotz contracts for instrument repairs.

INFORMATION:

Vivit Instrumental will repair musical instruments for the 2020-2021 school year.

FISCAL IMPACT:

\$500.00 Middle School site music budget

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Apolinario Vivit DBA Vivit Instrument Repair for services rendered as specified below.

1. Scope of Service:

To provide: Repair for PGMS musical instruments

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

Repair instruments for the Pacific Grove Middle School music department for the 2020-2021 school year.

3. Length of the Contract:

Service is to be provided on the following date(s):
2020-2021 school year

4. Financial Consideration:

Consultant to be paid at the rate of:
Not to exceed \$500.00 per school year
School Funding Source: Click or tap here to enter text.
Account Code: 01-0000-0-1155-1000-5600-00-005-1432-0720

Consultant (Please print) Vivit Instrument Repair

Address 707 Pajaro St., Salinas, CA 93901-3216 Phone: Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Contract for Services for FAST Translation Services

DATE: June 18, 2020

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Estimated cost is not to exceed \$9000.00 for the 20-21 school year. Contract paid for by the Curriculum Budget (01-0000-0-1110-2130-5800-00-009-1560-0730) and has already been budgeted for the 2020-21 school year.

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

CONSENT FF

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

1. **Scope of Service:**

To provide: Written and verbal translation services for parents and guardians in languages other than English.

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

Parents speaking languages other than English will have a thorough understanding of the school community, parent teacher meetings, etc.

3. **Length of the Contract:**

Service is to be provided on the following date(s): The 2020-21 school year.

4. **Financial Consideration:**

Consultant to be paid at the rate of: \$90.00 per hour for Spanish, \$130.00-\$150.00/hr for other languages with a 2 hour minimum assignment, plus the IRS mileage reimbursement rate if traveling form out of the area. 24 hour cancellation policy for Spanish speaking translation & 48 hour cancellation policy for other languages.

School Funding Source: Curriculum and Instruction

Account Code: 01-0000-0-1110-2130-5800-00-009-1560-0730

Consultant: F.A.S.T. Services

Address 115 Capitol Street Salinas, Ca 93901 Phone: 424-9811

Signed _____ Date _____

District Employee

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 02/15

CONTRACT FOR SERVICES CRITERIA

CONSENT FF

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

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

District/Site Administrator

Date

Ref: Contract for Services Criteria

Revised 02/15

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

SUBJECT: Contract for Services with Field of Dreams

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with Field of Dreams for the 2020-2021 school year.

BACKGROUND:

The district requires maintenance, grounds and site custodians to wear district identifiable uniform shirts. We have purchase this apparel from various vendors and Field of Dreams does the embroidery of the district logo and the employee name on the items The District Administration recommends approval of a Contract for Service with Field of Dreams for the 2020-2021 school year.

INFORMATION:

Field of Dreams provides embroidery service for district employees that is not available within the district.

FISCAL IMPACT:

Fund 01 Maintenance-Grounds \$1,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and
FIELD OF DREAMS for services rendered as specified below.

1. Scope of Service:

To provide: District logo embroidery on uniform shirts and jackets

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

Maintenance, grounds and custodial employees will wear district identified uniforms

3. Length of the Contract:

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

July 1, 2020 – June 30, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

Rates determined by quantity of uniforms and logos required. This contract not to exceed the sum
of \$1,000 for embroidery services only

School Funding Source: Fund 01, Maintenance & Operations, Grounds

Account Code: 01-8150-0-0000-8110-5800-00-001-6220-0720

Consultant (Please print)

Address Phone

Signed Date

District Employee X Independent Consultant

Signed Date

Site/Program Administrator (Check appropriate box below)

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

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

Signed Date

Director of Human Resources

Signed Date

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with M3 Environmental Consulting

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with the M3 Environmental Consulting, for the 2020-2021 school year.

BACKGROUND:

The district requires professional services for environmental testing in district buildings.

INFORMATION:

M3 Environmental Consulting provides expertise and testing equipment not available within the district.

FISCAL IMPACT:

Fund 01 \$10,000 Maintenance and Operations

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

M3 Environmental Consulting, _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>9821 Blue Larkspur, Ste. 100</u>	<u>Monterey,</u>	<u>CA</u>	<u>93940</u>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Environmental testing services, district-wide.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

Not to exceed \$10,000.

Source of Funds: Fund 1 Maintenance & Operations
01-8150-0-0000-8110-5800-00-001-6220-0720

- K. Payments will be made by the District to the Contractor as follows:
 - 1) Lump sum upon completion of services rendered.
 - X 2) Monthly - in accordance with provision of services.
 - 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Doctors on Duty

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with Doctors on Duty for the 2020-2021 school year.

BACKGROUND:

The district is required by California Highway Patrol and Department of Motor Vehicles to have school bus drivers submit to an annual physical examination. Monterey Bay Urgent Care had provided this service for the district for the past several years but closed their local office in the middle of last year. We then went to Doctors on Duty in Monterey and will return to them for this service.

INFORMATION:

Doctors on Duty provides medical services that are not available within the district.

FISCAL IMPACT:

Fund 01 \$1,000 Transportation Budget

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

This contract is an agreement between the Pacific Grove Unified School District and DOCTORS ON DUTY, MONTEREY for services rendered as specified below.

1. Scope of Service:

To provide:

Physical examinations for district school bus drivers as required for CHP and DMV compliance for the 2020-21 school year.

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

District bus drivers are physically fit to drive school buses and to perform routine drug and alcohol testing for district bus drivers as required by CA law.

3. Length of the Contract:

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

July 1, 2020 – June 30, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

\$150 per visit not to exceed \$1,000

School Funding Source: Transportation

Account Code: 01-0000-0-0000-3600-5800-00-000-7900-0720

Consultant (Print Name) DOCTORS ON DUTY MONTEREY

Address 501 Lighthouse Ave., Monterey, CA 93940

Signed _____ Date _____

District Employee X Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Monterey Fire Extinguisher

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Maintenance Contract with Monterey Fire Extinguisher for testing and repairs at Pacific Grove High School, Pacific Grove Middle School, Robert Down Elementary School, Forest Grove Elementary School, Pacific Grove Adult Education, David Avenue Campus, and the District Office for the 2020-2021 fiscal year.

BACKGROUND:

Monterey Fire Extinguisher performs yearly re-certification of fire extinguishers, testing of fire sprinklers, and re-certification of fire hoses.

INFORMATION:

Labor, equipment, and materials not to exceed \$20,000.00 and billed per occurrence.

FISCAL IMPACT:

Fund 01 Maintenance & Operations

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

MONTEREY FIRE EXTINGUISHER _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>4 Harris Ct., Ste. F</u>	<u>Monterey</u>	<u>CA</u>	<u>93940</u>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Fire extinguisher testing and maintenance, fire sprinkler testing, fire hose testing, district-wide. Time and materials rates will be submitted prior to each job.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed the sum of \$20,000.00

Source of Funds: Fund 01 Maintenance & Operations

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

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- X 2) Monthly - in accordance with provision of services as invoiced
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20__.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Sentry Alarm Systems

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the maintenance contract for services with Sentry Alarm Systems for all District fire alarm systems for the 2020-2021 fiscal year.

BACKGROUND:

Per the National Fire Alarm Association NFPA 72 school districts are required to monitor, test, maintain, and inspect fire warning equipment. It requires that “properly trained and competent persons perform inspections, testing, and maintenance.”

INFORMATION:

This contract brings all school sites and district office together under Sentry Alarm services for fire alarm maintenance, inspections and service calls.

FISCAL IMPACT:

Fund 01 Maintenance \$21,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

Sentry Alarm Systems	License #619293		
CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
8 Thomas Owens Way	Monterey	CA	93940
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Respond to and resolve fire alarm service calls, quarterly monitoring inspections, fire alarm inspections, district-wide. Includes Adult School, District Office, Forest Grove, Robert Down, Community HS, PG High School, PG High School stadium, PG Middle School and Pine Ave. Preschool.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Regular Service - \$125.00 for the first hour and \$32.50 per every 15 minutes thereafter.

OT Service - \$250.00 for the first hour and \$47.50 per every 15 minutes thereafter.

Emergency Service - \$250.00 for the first hour and \$187.50 per every hour thereafter.

Not to exceed \$21,000 for the district’s fiscal year 2020-2021

Source of Funds: Fund 01 Maintenance

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

K. Payments will be made by the District to the Contractor as follows:

1) Lump sum upon completion of services rendered.

2) Monthly - in accordance with provision of services.

3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Topes Tree Service, Inc.

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with Topes Tree Service, Inc. for the 2020-2021 school year.

BACKGROUND:

The district requires professional services for tree and debris removal district-wide.

INFORMATION:

Topes Tree Service, Inc. provides expertise and equipment in the removal of dead and downed trees and debris that is not available within the district.

FISCAL IMPACT:

\$20,000 Fund 01 Grounds

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

TOPES TREE SERVICE, INC. _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>P. O. Box 51964</u>	<u>Pacific Grove,</u>	<u>CA</u>	<u>93950</u>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Removal of trees and debris as needed throughout the entire school district.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed the sum of \$20,000.00

Source of Funds: Fund 01 Grounds
01-8150-0-0000-8110-5800-00-001-6250-0720

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- X 2) Monthly - in accordance with provision of services as invoiced
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20__.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Tri-County Fire Protection

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with Tri-County Fire Protection for the 2020-2021 school year.

BACKGROUND:

The food service facilities require specialized fire inspections during the school year. This is separate from the site fire inspections as Tri-County inspects the food service equipment in the school cafeterias.

INFORMATION:

Tri-County Fire Protection provides expertise in the inspections of food service equipment not available within the district.

FISCAL IMPACT:

Fund 13 Cafeteria \$1,500

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

TRI-COUNTY FIRE PROTECTION, INC. _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>260-A Rianda St.</u>	<u>Salinas,</u>	<u>CA</u>	<u>93901</u>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

On-site fire alarm inspections for food service kitchen equipment at PG High School, Robert Down Elementary, Forest Grove Elementary and PG Middle School.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed \$1,500

Source of Funds: Fund 13 Food Service/Cafeteria
13-5310-0-0000-5600-00-000-8200-0000

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- 2) Monthly - in accordance with provision of services.
- X 3) Other As Invoiced

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20__.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Wilson’s Plumbing

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with Wilson’s Plumbing for the 2020-2021 school year.

BACKGROUND:

Wilson’s Plumbing provides testing services for sewer drains at school sites district-wide.

INFORMATION:

Wilson’s Plumbing provides expertise and equipment that is not available within the district.

FISCAL IMPACT:

Fund 01 Maintenance \$2,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

WILSONS PLUMBING _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>307 Grand Ave.</u>	<u>Pacific Grove,</u>	<u>CA</u>	<u>93950</u>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Sewer testing for compliance at district sites.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

\$2,000 Not to exceed

Source of Funds: Fund 01 Maintenance and Operations
01-8150-0-0000-8110-5800-00-001-6220-0720

- K. Payments will be made by the District to the Contractor as follows:
 - 1) Lump sum upon completion of services rendered.
 - 2) Monthly - in accordance with provision of services.
 - X 3) Other : As invoiced for each test
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20__.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Kelly, Director Maintenance, Operations, Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the Memorandum of Understanding with Salinas City Elementary School District to provide additional transportation for field trips and athletics events.

BACKGROUND:

There are times when the district does not have enough buses or drivers for school field trips and/or athletics transportation. We need the additional service and have contracted with Salinas City Elementary School District in the past to fill in as needed.

INFORMATION:

Salinas City Elementary School District will provide school buses and additional drivers for our district, as described above, for the 2020-2021 school year.

FISCAL IMPACT:

Field trip rates are \$50.00 per hour and mileage is \$4.00 per mile.
 Fund 1 Donations : field trip student collected funds and donations, and
 Fund 1 Athletics Transportation

2020-2021
MEMORANDUM OF UNDERSTANDING BETWEEN
THE SALINAS CITY ELEMENTARY SCHOOL DISTRICT AND
PACIFIC GROVE UNIFIED SCHOOL DISTRICT

This memorandum of understanding is entered into on the **1st day of August, 2020**, between **Pacific Grove Unified School District (PGUSD)** and **Salinas City Elementary School District (SCESD)** in order to provide the district with transportation services upon request and in the event of an emergency. The SCESD will be providing the transportation vehicle(s) and driver(s) responsible for transporting the PGUSD students.

Transportation for additional students must be made in writing to the following parties:

Matt Kelly, Director of Facilities & Transportation for PGUSD AND

Names of SCESD

Service Rates:

- Field Trips: **\$50.00 per hour and mileage is \$4.00 per mile**

Payment for Services:

PGUSD will be invoiced for services provided for the 2020-21 school year. Payment for the transportation services will be due upon receipt of SCESD annual invoice.

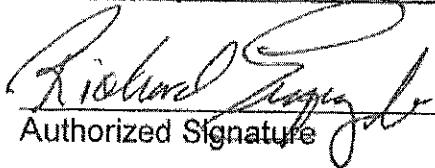
Indemnity:

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, brought by any person or persons for or on account of any loss, damage, or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly except for intentional acts, arising or resulting from any alleged acts or omission of the indemnifying Party, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

Said contract shall be in force from August 1, 2020 to June 30, 2021. Either party reserves the right to terminate with 60 day notice for any reason if the arrangement is not beneficial to MCOE or to CUSD students. **Notification for continued services into the 2021-2022 school year must be given in writing to SCESD no later than April 15, 2021.**

Salinas City Elementary School District

Pacific Grove Unified School District

 6/10/2020
Authorized Signature Date

Song Chin Bendib Date
Assistant Superintendent
Finance and Business

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

SUBJECT: Contract for Services with Ruben Parra for Bus Driver Training

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Matt Kelly, Director Maintenance, Operations, Transportation

RECOMMENDATION:

The District Business Office recommends that the Board authorize execution of the Contract for Services agreement between Pacific Grove Unified School District and Ruben Parra.

BACKGROUND:

The district provides on-going instruction and training for school bus drivers. Mr. Parra provides these professional services for our employees as required by law.

INFORMATION:

Ruben Parra will provide instruction and training in the safe operation of school buses to our district school bus drivers for the 2020-2021 school year.

FISCAL IMPACT:

Fund 01 Transportation \$6,000

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

This contract is an agreement between the Pacific Grove Unified School District and RUBEN PARRA for services rendered as specified below.

1. Scope of Service:

To provide: Bus driver in-service, behind the wheel training, and documentation as required by the California Highway Patrol and Department of Education.

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

Training for school bus drivers as required every year by law

3. Length of the Contract:

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

July 1, 2020 through June 30, 2021 as needed

4. Financial Consideration:

Consultant to be paid at the rate of:

\$75/hour

Not to exceed the sum of \$6,000.

School Funding Source: 01-0000-0-0000-3600-5800-00-000-7900-0720

Consultant _____

Address _____

Signed _____ Date _____

District Employee Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

CONSENT PP

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Monterey Bay Pest Control

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with Monterey Bay Pest Control for the 2020-2021 school year.

BACKGROUND:

Monterey Bay Pest Control provides pest inspection and remove services at district sites.

INFORMATION:

Monterey Bay Pest Control provides expertise and equipment that is not available within the district.

FISCAL IMPACT:

Fund 01 Maintenance \$2,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

MONTEREY BAY PEST CONTROL _____ **CONTRACTOR**

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>1997 Del Monte Blvd.</u>	<u>Seaside</u>	<u>CA</u>	<u>93955</u>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Pest control district-wide as needed.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

Not to exceed the sum of \$2,000

Source of Funds: Fund 01 Maintenance & Operations

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

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- 2) Quarterly - in accordance with provision of services as invoiced
- X 3) Other As invoiced

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Discovery Charters

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends approval of a Contract for Service with Discovery Charters for the 2020-2021 school year.

BACKGROUND:

Discovery Charters is the charter bus company we use for extended field trips outside the school district. Discovery is a professional charter bus company whose drivers are specially licensed. Some of the field trips they drive for are the 12th grade trip to Disneyland, 6th grade science camp, 5th grade to Raging Waters, AVID students to attend college campuses, music students’ transportation to various competitions, and so on.

INFORMATION:

Discovery Charters provides specially licensed drivers and charter buses that are not available within the district.

FISCAL IMPACT:

\$45,000 Site donations, student collected funds, Transportation budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICES

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

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

DISCOVERY CHARTERS _____ **CONTRACTOR**

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>11020 Commercial Parkway</u>	<u>Castroville,</u>	<u>CA</u>	<u>95012</u>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Charter bus services for district field trips for the 2020-2021 school year

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

\$45,000 Not to exceed

Source of Funds: Fund 01 Transportation, Site Donations
01-0000-0-0000-3600-5800-00-000-7900-0720

- K. Payments will be made by the District to the Contractor as follows:
 - 1) Lump sum upon completion of services rendered.
 - 2) Monthly - in accordance with provision of services.
 - X 3) Other : As invoiced for each charter
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 2020.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources Date

Date

Assistant Superintendent Date

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

Assistant Superintendent

Date

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

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

SUBJECT: Contract for Services with Stark Leak Detection LLC District Wide

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Stark Leak Detection LLC to detect gas or water leaks district wide for the 2020-21 fiscal year.

BACKGROUND:

Stark Leak Detection is used by the District Maintenance Department to identify underground gas or water leaks that cannot be located by maintenance personnel.

INFORMATION:

When gas or water leaks cannot be located at any of the District's sites Stark Leak Detection will be used. Stark has the specialized equipment to efficiently identify leaks that are underground and undetectable from the surface.

FISCAL IMPACT:

Fund 01 \$2,000.00 Maintenance.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICE

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

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

Stark Leak Detection	License # 201130010214		
CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
429 San Juan Avenue	Santa Cruz	CA	95062
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on July 1, 2020 and shall be completed on or before June 30, 2021.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR’S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers’ Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR’S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR’S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR’S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR’S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide leak detection services for the 2020-2021 School Year on an “as needed” basis.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

J. CONTRACTOR shall be paid at the rate of:

\$5,000.00 (Five Thousand Dollars). Not to Exceed.

Source of Funds: Fund 01 Maintenance

K. Payments will be made by the District to the Contractor as follows:

- 1) **Lump sum upon completion of services rendered.**
- 2) Monthly - in accordance with provision of services.
- 3) Other _____

L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.

M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this _____ day of _____, 20 _____.

For the Site/Program:

For the Contractor:

Site/Program Administrator Date

Name

For the District:

Title

Director of Human Resources

Date Date

Assistant Superintendent Date
(Board Approved March 21, 2019)

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

Assistant Superintendent

Date

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

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Community Human Services Joint Powers Authority Allocation

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Community Human Services Joint Powers Authority expenditure as presented.

BACKGROUND:

Community Human Services is a 501c(3) nonprofit and Joint Powers Authority (JPA) with a governing board of representatives from 15 cities and school districts in Monterey County. JPA members include: City of Carmel, City of Del Rey Oaks, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, Carmel Unified School District, Monterey Peninsula Unified School District, Pacific Grove Unified School District, Monterey Peninsula Community College District, North Monterey County Unified School District, Monterey County Office of Education, and Santa Rita Union School District. Cristy Dawson represents PGUSD on the governing board of representatives. Community Human Services (CHS) provides people of all ages with the tools and support to overcome challenges of addiction, mental illness and homelessness and create lasting change in their lives.

INFORMATION:

In order to be an active member of the JPA, an annual fee is required.

FISCAL IMPACT:

Annual fee is \$5,350.
 Funding has been allocated for this item to be paid through the General Fund.



March 30, 2020

Dr. Ralph Porras, Superintendent
 Pacific Grove Unified School District
 Pacific Grove, CA 93950

Dear Dr. Ralph Porras,

Each year, Community Human Services' board of directors approves a specific allocation amount to be requested of the city and school district members of the Joint Powers Agency. Allocation requests are then sent to JPA members in early April for consideration in the coming year's budget.

Now more than ever, we need the support of our JPA members. The challenge we face is not just sustaining the existing network of essential services, but also meeting the growing demand for those services and responding to the COVID-19 pandemic.

For fiscal year 2020-21, the allocation requested of Pacific Grove Unified School District is \$5,350. This request is based on the February 2020 Consumer Price Index for the San Francisco, Oakland, San Jose region, rounded to the nearest hundred dollars.

Community Human Services (CHS) appreciates your years of support as a member of the JPA. Your membership provides a lot of benefits and services to Pacific Grove Unified School District youth and families, including a variety of behavioral health services. CHS also leverages local dollars with federal, state and private sources, which greatly expands service levels in our community. Last fiscal year, CHS helped 3,749 people in Monterey County with the following services:

<u>Service</u>	<u>Individuals</u>
Outpatient Mental Health Counseling	706
Runaway and Homeless Youth Services	298
Youth Drug Intervention	880
School-Based Counseling	122
Supervised Visitation	123
Parent Education	473
Domestic Violence Intervention	211
Methadone Counseling and Medication	334
Residential Drug Treatment	164
Perinatal Residential Drug Treatment	7
Outpatient Drug Treatment	419
Sober Housing	12
Totals	3,749

CHS remains committed to providing a vital safety net of services to Monterey County's at-risk youth and families. I've enclosed a directory of our services for your information. If you would like us to make a brief presentation to your school board, please contact me or your JPA representative, Cristy Dawson. I can be reached at 831.658.3811 or rmccrae@chservices.org. Thank you again for your ongoing support.

Sincerely,



Robin McCrae
Chief Executive Officer

C: Debbie Crandell, Board President
Cristy Dawson, CHS Board Representative
Finance Department

COMMUNITY HUMAN SERVICES DIRECTORY



JOINT POWERS MEMBERS

City of Carmel
 City of Del Rey Oaks
 City of Marina
 City of Monterey
 City of Pacific Grove
 City of Salinas
 City of Sand City
 City of Seaside
 Carmel Unified School District
 Monterey County Office of Ed.
 Monterey Peninsula Unified SD
 Monterey Peninsula College
 North Monterey County USD
 Pacific Grove Unified SD
 Salinas Union High SD

OUR MISSION

Addiction, mental illness and homelessness destroy lives and weaken families, therefore Community Human Services provides people of all ages with the tools and support to overcome these challenges and create lasting change in their lives.

Community Human Services (CHS) is a nonprofit 501(c)(3), Joint Powers Agency serving the residents of Monterey County since 1969.

Administration: (831) 658-3811
www.chservices.org

 @Chservicesmonterey

Community Human Services offers free and low cost services to youth, individual adults and families experiencing difficulties with mental and emotional health, drugs and alcohol, children's behavior, parenting, domestic violence and homelessness.

Programs and services include:

The Family Service Centers in Salinas & Seaside — (831) 757-7915; 394-4622

- Outpatient counseling on a variety of issues, from depression and anxiety to relationships, family life and more
- Parenting education
- Domestic violence & anger management group counseling
- Supervised visitation and neutral exchanges or non-custodial parents and children
- Pathways to Safety child welfare program

Safe Place in Monterey — (831) 373-4421

- Counseling, case management and supportive services for runaway and homeless youth and their families
 - Anger management counseling
 - Substance abuse intervention
 - Life skills education
 - Street outreach and survival aid
 - Emergency overnight shelter

Safe Passage in Monterey — (831) 717-4126

- Transitional supportive housing for homeless youth ages 18-21

Substance Use Prevention Program (SUPP) — (831) 373-4421

- School-based substance use prevention and education program for youth

Salinas Valley Street Outreach Program — (831) 753-8553

- Street outreach, survival aid and case management for unaccompanied homeless youth up to age of 24 throughout the Salinas Valley

Drug and Alcohol Interventions for Youth (DAISY) in Salinas — (831) 233-9029

- Substance abuse intervention and gang education for youth
- Parents' support group

Genesis House in Seaside — (831) 899-2436

- Residential drug treatment for adults
- Perinatal program for pregnant and parenting women and children
- Medication assisted treatment options

Elm House in Seaside — (831) 920-1078

- Transitional sober housing for single men in recovery

Sonoma House in Seaside — (831) 899-2436

- Transitional sober housing for single women in recovery

Off Main Clinic in Salinas — (831) 424-4828

- Methadone maintenance and other medication assisted treatment options and counseling for opioid dependent adults

Outpatient Treatment Centers in Salinas & Monterey — (831) 237-7222; 658-3811

- Outpatient treatment for drug or alcohol addiction
- Medication assisted treatment options

Services are Medi-Cal, sliding fee or offered at no cost and are strictly confidential. Most are billable. For information, to enroll or to make a referral, please call.

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Contract with F.A.S.T. Translations

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract with F.A.S.T. Translations.

BACKGROUND:

Student Services needs to continue to provide translation services to parents and guardians in languages other than English.

INFORMATION:

By providing translators for parents and guardians speaking languages other than English, they will be able to fully participate in parent teacher conferences, 504 and IEP meetings.

FISCAL IMPACT:

\$6,000 has been included in the General Fund 01 Special Education budget.
School Funding Source: 01-6500-0-5750-1180-5800-00-000-2375-0740

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

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

F. A. S. T. Services for services rendered as specified below.

1. Scope of Service:

To provide translation services to parents and guardians in languages other than English.

2. Evaluation and/or expected outcome(s): Parents speaking languages other than English will have a thorough understanding of the school community, their child’s academic progress, and the special education program and process, and will be able to participate in IEP meetings.

3. Length of the Contract:

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

July 1, 2020-June 30, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

\$90.00/hr for Spanish, \$130-\$150.00 for other languages, with a 2 hr. minimum assignment plus the IRS mileage reimbursement rate if traveling from out of the area. Cancellation policy; 24 hour notice for Spanish, 48 hour notice for other languages.

Contract not to exceed \$6,000.00

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

Consultant: F.A.S.T. Services

Address: 115 Capitol Street, Salinas, CA 93901

Signed _____ Date _____

District Employee

X Independent
Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

CONSENT UU

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

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

District/Site Administrator

Date

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Monterey County Office of Education July 2020 Billback Projection

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve MCOE July Billback projection for the 2020/2021 school year.

BACKGROUND:

MCOE provides the Billback projection four times a year so districts can plan their budgets accordingly. The Billback projections shift throughout the school year based on the number of students placed in MCOE programs and/or access specific services referred to as cost centers on the Billback.

INFORMATION:

PGUSD accesses itinerant services for students requiring vision, deaf, and hard of hearing services. PGUSD accesses transportation and *rider services for students that are medically fragile who require placement at A.B. Ingham through the IEP process.

FISCAL IMPACT:

Medically Fragile \$28, 616
 Speech services \$5,784
 Itinerant services \$31,166
 Transportation \$48,497
 Bus rider \$15,536
Total \$129,599

Funding Source-Escape District Account Number for Funds Transfer:
 01-6500-0-5001-9200-7142-00-000-2695-0000

MONTEREY COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION BILLBACK 2020-21

➔	July 1st Budget Projection
■	October Projection
■	February Projection
■	May Estimate
■	Final Billback

District	0201		0203		0204		0206		0207		0208		0209	
	D/HH Classroom		Infant Program		SDC (Includes Autistic)		Preschool		Occupational Therapy		Speech Therapy		Medically Fragile	
	Enrollment	Total D/HH Classroom Billback	Number of Students Enrolled	Total Infant Billback	Enrollment	Total SDC Billback	Enrollment	Total Preschool Billback	Enrollment	Total Occupational Therapy Billback	Enrollment	Total Speech Therapy Billback	Enrollment	Total Medically Fragile Billback
02 Alisal Union	6.00	386,195.58	12.01	97,860.67	32.00	1,707,579.61	12.00	494,344.60	55.37	398,769.21	59.25	342,669.77	16.00	457,860.35
06 Bradley Union	-	-	-	-	-	-	-	-	-	-	-	-	-	-
12 Carmel Unified	-	-	-	-	-	-	-	-	1.98	14,259.76	0.98	5,667.79	2.00	57,232.54
14 Chualar Union	-	-	1.57	12,792.78	4.00	213,447.45	-	-	2.96	21,317.62	3.78	21,861.46	-	-
17 Gonzales Unified	1.00	64,365.93	2.88	23,467.00	12.00	640,342.35	7.00	288,367.68	14.02	100,970.64	21.48	124,228.63	3.00	85,848.82
20 Graves Elementary	-	-	-	-	-	-	-	-	-	-	-	-	-	-
22 Greenfield Union	2.00	128,731.86	9.39	76,512.21	27.00	1,440,770.30	14.00	576,735.37	31.78	228,876.38	41.29	238,798.90	2.00	57,232.54
26 King City Union	-	-	6.98	56,874.89	33.00	1,760,941.48	17.00	700,321.52	28.99	208,783.08	50.13	289,924.65	6.00	171,697.63
28 South Monterey County Joint Union High	5.00	321,829.65	-	-	-	-	-	-	2.99	21,533.68	2.00	11,566.91	2.00	57,232.54
30 Lagunita Elementary	-	-	-	-	-	-	-	-	-	-	-	-	-	-
34 Mission Union	-	-	-	-	-	-	-	-	-	-	-	-	-	-
39 Monterey Peninsula Unified	1.00	64,365.93	0.29	2,363.00	2.00	106,723.73	-	-	4.63	33,344.80	5.61	32,445.19	4.00	114,465.09
43 North Monterey County Unified	2.00	128,731.86	5.78	47,096.97	2.00	106,723.73	-	-	3.48	25,062.61	4.48	25,909.88	3.00	85,848.82
45 Big Sur Unified	-	-	-	-	-	-	-	-	-	-	-	-	-	-
46 Pacific Grove Unified	-	-	-	-	-	-	-	-	-	-	1.00	5,783.46	1.00	28,616.27
58 Salinas City Elementary	10.00	643,659.30	19.24	156,772.63	40.00	2,134,474.52	5.00	205,976.92	53.98	388,758.57	59.43	343,710.79	14.00	400,627.81
60 Salinas Union High	5.00	321,829.65	-	-	-	-	-	-	21.24	152,968.36	14.03	81,141.89	23.00	658,174.26
62 San Antonio Union	-	-	-	-	1.00	53,361.86	1.00	41,195.38	0.99	7,129.88	0.99	5,725.62	-	-
64 San Ardo Union	-	-	-	-	-	-	-	-	0.38	2,736.72	0.38	2,197.71	-	-
66 San Lucas Union	-	-	-	-	-	-	1.00	41,195.38	0.99	7,129.88	0.99	5,725.62	-	-
68 Santa Rita Union	2.00	128,731.86	5.32	43,348.77	14.00	747,066.08	1.00	41,195.38	13.78	99,242.18	14.53	84,033.62	5.00	143,081.36
71 Soledad Unified	2.00	128,731.86	2.64	21,511.42	4.00	213,447.45	-	-	13.80	99,386.22	12.80	74,028.24	10.00	286,162.72
72 Spreckels Union	-	-	0.20	1,629.65	2.00	106,723.73	1.00	41,195.38	2.98	21,461.66	2.98	17,234.70	1.00	28,616.27
74 Washington Union	-	-	-	-	1.00	53,361.86	1.00	41,195.38	1.44	10,370.74	1.44	8,328.18	-	-
TOTALS	36.00	2,317,173	66.30	540,230	174.00	9,284,964	60.00	2,471,723	255.78	1,842,102	297.57	1,720,983	92.00	2,632,697
Cost Per student	64,365.93		8,148.27		53,361.86		41,195.38		7,201.90		5,783.46		28,616.27	
Verification		2,317,173.48		540,230.00		9,284,964.14		2,471,723.00		1,842,102.00		1,720,983.00		2,632,697.03

In column 13, total expenditures for Special Education are

MONTEREY COUNTY OFFICE OF EDUCATION SPECIAL EDUCATION BILLBACK 2020-21

➔	July 1st Budget Projection
■	October Projection
■	February Projection
■	May Estimate
■	Final Billback

District	0205 Itinerant Program		0250 Transportation					Total Billback	0202 Direct Services		Total Billback plus Direct Services	Comparison	
	Instructional Minutes	Total Itinerant Billback	Number of Students Transported	50% of Transportation Excess Cost	Student Miles Travelled	50% of Transportation Excess Cost	Total Transportation Billback		District Cost for One to One and Rider Contracts	2019-20 April Projection		Column 22 minus Column 25	
02 Alisal Union	996.43	230,033.58	1.00	17,053.86	4.60	3,519.20	20,573.05	4,135,886.42	818,438.21	4,954,324.63	3,588,541.91	547,344.51	
06 Bradley Union		-		-		-	-	-		-	-	-	
12 Carmel Unified	211.43	48,810.25		-		-	-	125,970.34	71,182.88	197,153.23	134,802.62	(8,832.28)	
14 Chualar Union	59.29	13,687.56	3.88	66,168.97	56.04	42,872.99	109,041.96	392,148.83		392,148.83	308,594.72	83,554.11	
17 Gonzales Unified	325.00	75,028.76		-		-	-	1,402,619.83	326,732.00	1,729,351.82	1,211,454.81	191,165.01	
20 Graves Elementary		-		-		-	-	-		-	-	-	
22 Greenfield Union	446.43	103,061.82		-		-	-	2,850,719.38	559,109.48	3,409,828.86	2,396,458.03	454,261.35	
26 King City Union	178.57	41,224.27	12.50	213,173.22	32.89	25,162.26	238,335.48	3,468,102.99	486,418.12	3,954,521.11	2,961,374.96	506,728.03	
28 South Monterey County Joint Union High	420.00	96,960.25		-		-	-	509,123.04	72,346.33	581,469.37	391,916.77	117,206.27	
30 Lagunita Elementary	4.29	990.38		-		-	-	990.38		990.38	692.97	297.41	
34 Mission Union		-		-		-	-	-		-	-	-	
39 Monterey Peninsula Unified	1,734.29	400,374.27	6.38	108,803.61	122.94	94,054.35	202,857.97	956,939.96	333,503.02	1,290,442.97	863,014.29	93,925.67	
43 North Monterey County Unified	569.29	131,425.00	5.38	91,749.75	139.12	106,432.75	198,182.50	748,981.37	61,094.44	810,075.82	594,674.22	154,307.15	
45 Big Sur Unified		-		-		-	-	-		-	-	-	
46 Pacific Grove Unified	135.00	31,165.79	1.00	17,053.86	41.10	31,443.26	48,497.11	114,062.64		114,062.64	110,643.29	3,419.34	
58 Salinas City Elementary	919.29	212,225.21		-		-	-	4,486,205.73	1,359,475.56	5,845,681.29	3,710,886.42	775,319.31	
60 Salinas Union High	2,694.29	621,997.69		-		-	-	1,836,111.85	868,860.73	2,704,972.57	1,930,401.55	(94,289.70)	
62 San Antonio Union		-		-		-	-	107,412.75	56,955.25	164,368.00	63,317.62	44,095.13	
64 San Ardo Union		-		-		-	-	4,934.44		4,934.44	23,616.04	(18,681.61)	
66 San Lucas Union		-		-		-	-	54,050.89		54,050.89	52,545.27	1,505.62	
68 Santa Rita Union	1,095.71	252,953.13	2.63	44,851.65	67.81	51,877.55	96,729.19	1,636,381.58	540,571.50	2,176,953.08	1,261,311.57	375,070.01	
71 Soledad Unified	495.00	114,274.58	11.63	198,336.37	550.53	421,178.98	619,515.34	1,557,057.83	482,438.25	2,039,496.09	1,446,053.03	111,004.80	
72 Spreckels Union		-	2.00	34,107.72	19.29	14,757.67	48,865.39	265,726.79		265,726.79	250,621.50	15,105.29	
74 Washington Union	60.00	13,851.46		-		-	-	127,107.62	71,358.52	198,466.14	86,121.40	40,986.22	
TOTALS	10,344.31	2,388,064	46.40	791,299.00	1,034.32	791,299.00	1,582,598	24,780,534.65	6,108,484	30,889,018.94	21,387,043.00	3,393,492	
Cost Per student	230.86		17,053.86		765.04	1 Mile/Yr							
Verification		2,388,064.00		791,299.00		791,299.00	1,582,598.00	24,780,534.65		6,108,484.29			

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

SUBJECT: Music Therapy for Special Day Class Programs

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve a contract for Music Therapy to be provided to the Special Day Class programs located at Preschool, Forest Grove Elementary School, Robert Down Elementary School, Pacific Grove Middle School, and Pacific Grove High School.

BACKGROUND:

Music Therapy was added to the California Code of Regulations, Title 5, in May 2014. Specifically, Article 5, Section 3051.21 defines music therapy and clarified personnel qualifications. Music Therapy is one of many related services which may be required to assist students with disabilities to benefit from special education. A Music Therapist must possess a Board Certified credential from the Certification Board for Music Therapists (CBMT).

INFORMATION:

Students enrolled in the special day class programs for students with mild/moderate and moderate/severe disabilities will receive enrichment and educational benefit from the provision of Music Therapy as an integrated component of their specialized program. We believe that the provision of Music Therapy will greatly improve the language, social, emotional and behavioral needs of the students and enhance progress towards their IEP goals.

FISCAL IMPACT:

Not a new expenditure. 10 sessions a week for 40 weeks \$29,820

Funding Source-01-6512-0-5001-3140-5800-00-000-1546-0740

Restricted State Mental Health funds only to be used for students on IEPs

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

This contract is an agreement between the Pacific Grove Unified School District and Darcy Smith, MA, MT-BC, NMT for services rendered as specified below.

1. Scope of Service:

Qualified Music Therapist will provide in class music therapy enrichment, adaptive music supplies and instruments, and integrated consultation to staff, in the PGUSD special day class programs for students with mild/moderate and moderate/severe disabilities located at Preschool, Forest Grove, Robert Down, PGMS and PGHS.

2. Expected outcome(s)

Students will have access to Music Therapy as a research based methodology to enhance progress towards language, social-emotional, behavioral and emotional IEP goals. Consultation will be provided to staff on voice modulation and the integration of Music throughout the school day to support language acquisition, behavior and emotional regulation and social interactions.

3. Dates of Service:

August 2020-June 2021
10 sessions a week for 40 weeks

4. Financial Arrangements:

40 weeks serving 6 classrooms, consultation, music therapy adapted instruments and materials
Total projection \$29,800
Funding Source-01-6512-0-5001-3140-5800-00-000-1546-0740
Restricted State Mental Health funds only to be used for students on IEPs

Consultant: IsoRhythms Music Therapy

Address: 1466 Darwin St., Seaside, CA 93955

Signed _____ Date _____

District Employee Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Planned Parenthood Mar Monte

DATE: June 18, 2020

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

RECOMMENDATION:

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

BACKGROUND:

Planned Parenthood offers relationships and sex education sessions to secondary students with moderate to severe disabilities utilizing specialized curriculum and materials. A parent preview session is conducted prior to the student sessions to inform parents and obtain their consent.

INFORMATION:

Students and parents from PGMS, PGHS and the Transition Program will be invited to participate in the Planned Parenthood education sessions covering the following topics; reproductive anatomy, relationships, boundaries, consent and safer sex. Parents will attend a preview session and give consent. Students will attend three education sessions.

FISCAL IMPACT:

This is not a new expenditure. \$500

School Funding Source: 01-5640-0-1110-1000-4300-00-000-3000-0740

LEA restricted funds

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

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

Planned Parenthood Mar Monte-Coast Region for services rendered as specified below.

1. Scope of Service:

To provide one parent preview and consent session and three sex and relationship education sessions to secondary special education students that require a modified curriculum.

2. Expected outcome(s)

Students with disabilities will participate in three education sessions covering such topics as; reproductive anatomy, relationships, boundaries, consent, safer sex.

3. Dates of Service:

Services will be provided in during the 2020/2021 school year; date to be determined.

One-Parent preview and consent session

Three-Student education sessions

4.

Financial Arrangements:

\$500 to be paid from LEA restricted funds

School Funding Source: 01-5640-0-1110-1000-4300-00-000-3000-0740

Consultant: Planned Parenthood Mar Monte

Address: 316 Main Street, Salinas, CA 93901

Signed _____ Date _____

District Employee Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

XContracted work was not assigned using District’s normal employment recruitment process.

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Contract for Services with Psyched Services

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract with Psyched Services.

BACKGROUND:

Students referred for an initial special education assessment, and students due for their triennial re-evaluation must be assessed by a properly credentialed School Psychologist.

INFORMATION:

Due to the COVID-19 restrictions resulting in PGUSD school closures on March 13, special education testing for initial and triennial psychoeducational assessments were postponed. In conformance with CDE guidance, in person testing will resume once school is back in physical session. However, the federally mandated assessment timelines will resume causing a backlog of assessments, and initial and triennial IEP meetings. This is in addition to the initial and triennial assessments already scheduled August through September due to students’ annual due dates. In order to be in compliance with federal timelines, it has been calculated that the district will need Psyched services to complete the assessments that were started, then curtailed, Spring 2020.

FISCAL IMPACT:

\$15,000
 \$13, 250 unspent from the contract last school year
 School Funding Source: 01-0000-0-1110-3140-5800-00-000-5410-0750

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

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

Psyched Services for services rendered as specified below.

1. **Scope of Service:**
To conduct initial and triennial Psychoeducational assessments, prepare and provide assessment reports and attend IEP meetings.

2. **Expected outcome(s)**
Students will be assessed for initial and triennial assessments by highly qualified independent school psychologists. IEP teams will be provided comprehensive, legally compliant assessment reports.

3. **Dates of Service:**
July 2020-October 2020

4. **Financial Arrangements:**
Up to \$15,000
School Funding Source: 01-0000-0-1110-3140-5800-00-000-5410-0750

Consultant: Psyched Services

Address: 533 Airport Blvd. Suite 400, Burlingame, CA 94010

Signed _____ Date _____

District Employee Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: SNS Interpreting-Sign Language Interpreter

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract with Sharon Neumann Solow MA, CSC, SC:L to provide sign language interpretation as needed for students and families.

BACKGROUND:

PGUSD will maintain compliance with the Americans with Disabilities Act by providing the needed support for individuals who require sign language interpretation.

INFORMATION:

Sharon Neumann Solow will provide sign language interpretation services as needed for meetings, teacher conferences and school events.

FISCAL IMPACT:

\$250 an hour, not to exceed 16 hours, totaling \$4000

School Funding Source: Unrestricted Contracts Pupil Services

Account Code: 01-0000-0-1110-3140-5800-00-000-5400-0750

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

This contract is an agreement between the Pacific Grove Unified School District and Sharon Neumann Solow, MA, CSC, SC:L (doing business as SNS Interpreting) for services rendered as specified below.

- 1. Scope of Service: To provide sign language interpretation services as needed for meetings, teacher conferences and school events.
2. Evaluation and/or expected outcome(s): PGUSD will maintain compliance with the Americans with Disabilities Act by providing the needed support for individuals who require sign language interpretation.
3. Length of the Contract: Service is to be provided on the following date(s): SY 2020/2021. August 6, 2020 – June 30, 2021
4. Financial Consideration: \$250 an hour, not to exceed 16 hours, totaling \$4000
School Funding Source: Unrestricted Contracts Pupil Services
*Account Code: 01-0000-0-1110-3140-5800-00-000-5400-0750

Consultant: Sharon Neumann Solow dba SNS Interpreting
Address: 1184 Arroya Dr., Pebble Beach, CA 93953

Signed _____ Date _____

[] District Employee [X] Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

- [] Contracted work was assigned using District’s normal employment recruitment process.
[X] Contracted work was not signed using District’s normal employment recruitment process. Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the Placement of Students with Disabilities in Special Day Classes for 2020-21 School Year

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the placement of students with disabilities in Special Day Classes for 2020-21.

BACKGROUND:

Carmel Unified School District initially placed students in our Special Day Classes during the 2016/17 school year and would like to continue to develop this partnership in order to expand placement options for their students with special needs.

INFORMATION:

By entering into this MOU with Carmel USD we will create economy of scale and offset the cost of operating our special classes. The acceptance of students will be on a case by case basis and require renewal every school year through the IEP process. Inter-district transfer paperwork is not required for placement.

An Individual Service Agreement (ISA) is created for each student that details the cost of tuition, and related services (OT, PT, Speech Therapy) and the cost of extended school year. If a student requires a one to one aide and/or bus rider, CUSD is responsible to fund the personnel needed. CUSD will provide bus transportation for their students.

FISCAL IMPACT:

Projected Revenue:

Tuition per student	\$40,000
Tuition ESY	\$5,000
Speech Therapy	\$90.00 an hour
Occupational Therapy	\$90.00 an hour
Physical Therapy	\$90.00 an hour



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Pacific Grove Unified School District, hereinafter referred to as LEA of operation, and the Carmel Unified School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2020 and ending June 30, 2021. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs whose primary disability is any of the following Visually Impaired, Deaf/Hard of Hearing, Autism Spectrum Disorder, Orthopedically Impaired, Intellectually Disabled, Emotionally Disturbed, Speech or Language Impairment, Physical Therapy, Mental Retardation and Therapeutic Intervention who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with the above exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

3. Definitions

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.

4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

6. Responsibilities of the LEA of Operation

The PGUSD, as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;
- c. Preparation of all required federal, state and local reports, and related accounting services;



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
 - e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
 - f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
 - g. Providing for the coordination of investigation and response to compliance and due process complaints; and
 - h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.
7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
 - b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
 - c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
 - d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
 - e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.
8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior



Monterey County Special Education Local Plan Area

Regional Collaboration for Student Success

plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment,



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personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a monthly, quarterly, or semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services.

Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution



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For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.



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13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this _____ day of _____, _____

Pacific Grove Unified School District
LEA OF OPERATION

Carmel Unified School District
LEA OF RESIDENCE

By:

By:

Dr. Ralph Porras
Typed or Printed Name

Trisha Dellis
Typed or Printed Name

Signature

Signature

Superintendent
Title

Acting Superintendent
Title

Date

Date

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

SUBJECT: Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the 2020-21 School Year

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District and Salinas Union High School District for the placement of students with disabilities in Special Day Classes for 2020-21.

BACKGROUND:

Salinas Union High School District initially placed a student in our Transition Program during the 2019/2020 school year and would like to continue to develop this partnership in order to expand placement options for their students with special needs.

INFORMATION:

By entering into this MOU with Salinas Union High School District we will create economy of scale and offset the cost of operating our special classes. The acceptance of students will be on a case by case basis and require renewal every school year through the IEP process. Inter-district transfer paperwork is not required for placement.

An Individual Service Agreement (ISA) is created for each student that details the cost of tuition, and related services (OT, PT, Speech Therapy) and the cost of extended school year. If a student requires a one to one aide and/or bus rider, SUHSD is responsible to fund the personnel needed. SUHSD will provide bus transportation for their students.

FISCAL IMPACT:

Projected Revenue:

Tuition per student	\$40,000
Tuition ESY	\$5,000
Speech Therapy	\$90.00 an hour
Occupational Therapy	\$90.00 an hour
Physical Therapy	\$90.00 an hour



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Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Pacific Grove Unified School District, hereinafter referred to as LEA of operation, and the Salinas Union High School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2020 and ending June 30, 2021. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs whose primary disability is any of the following Visually Impaired, Deaf/Hard of Hearing, Autism Spectrum Disorder, Orthopedically Impaired, Intellectually Disabled, Emotionally Disturbed, Speech or Language Impairment, Physical Therapy, Mental Retardation and Therapeutic Intervention who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with the above exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.



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This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.

3. Definitions

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.

4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

6. Responsibilities of the LEA of Operation

The PGUSD, as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;



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- c. Preparation of all required federal, state and local reports, and related accounting services;
- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
- e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
- f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
- g. Providing for the coordination of investigation and response to compliance and due process complaints; and
- h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.

7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
- b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
- c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
- d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
- e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.

8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall



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notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services



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The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment, personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a monthly, quarterly, or semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services. Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution



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For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.



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13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this _____ day of _____, _____

Pacific Grove Unified School District
LEA OF OPERATION

Salinas Union High School District
LEA OF RESIDENCE

By:

By:

Dr. Ralph Porras
Typed or Printed Name

Dan Burns
Typed or Printed Name

Signature

Signature

Superintendent
Title

Superintendent
Title

Date

Date

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: Contract for Services with IXL Learning (San Mateo, CA)

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Sean Keller, Robert H. Down Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for online supplemental English Language Arts (ELA) and math curriculum support from IXL.

BACKGROUND:

Robert H. Down teachers requested an online software curriculum to work alongside ELA and math curriculum. IXL was approved as a pilot by the PGUSD Board on October 3, 2019 used by RHD staff for the remainder of the 2019-20 school year with an extension granted through June 2020 due to the Shelter in Place switch to distance learning and agreement to use IXL during the 2020-21 school year.

INFORMATION:

IXL Learning provides online software that offers individually-paced ELA and math curriculum for students that can be organized for targeted instruction by the classroom teacher. After student begin with a diagnostic test, subsequent adaptive questions adjust to each student's level of ability. With IXL now being considered as a full-time online software for students, parent engagement will occur to help provide families use of the mobile app and targeted guidance for personal skill recommendations.

FISCAL IMPACT:

RHD Site funds will pay \$6,277 for 450 licenses providing ELA and math access from August 6, 2020 through June 2021.

SALES CONTRACT

CONTRACT #28345

March 27, 2020



IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

CUSTOMER

Sean Keller
 Pacific Grove Unified School District
 485 Pine AVE.
 Pacific Grove, CA 93950-3401

RENEWAL INFO

Salesperson	Account #	Quote #	Renewal period
Katherine Plommer	A19-2679103	2679103-0320-3	Apr 30, 2020 – Apr 30, 2021

PAYMENT PLAN

Amount	Invoice date
\$6,277	July 1, 2020
TOTAL	\$6,277

Price valid until April 30, 2020

COMMENTS OR SPECIAL INSTRUCTIONS

Includes complimentary one-time 3-month extension on first year of service for new customers. Subscription will expire July 1, 2021. Delay invoicing to July 1, 2020.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

DATE

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com

Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to orders@ixl.com.



TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**
- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
 - b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (V) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
 - c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
 - d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.
- Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.**
7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Contract for services with IXL Learning (San Mateo, CA)

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Buck Roggeman, Forest Grove Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for online supplemental English Language Arts (ELA) and math curriculum support from IXL Learning.

BACKGROUND:

Forest Grove teachers and administration recognize the importance of having an aligned elementary school distance learning program. Because Robert H. Down teachers have piloted IXL and recommended continuing its use, Forest Grove will purchase the software for 2020-21. The program will be reviewed at the end of the year to determine if the licenses should be renewed. IXL will provide an online supplement to the core curriculum instruction for math and English Language Arts in grades TK-5 at Forest Grove.

INFORMATION:

IXL Learning provides online software that offers individually paced ELA and math curriculum for students that can be organized for targeted instruction by the classroom teacher. Students begin with a diagnostic test, and subsequent adaptive questions adjust to each student’s level of ability. With IXL now being considered as a full-time online software for students, parent engagement will occur to help provide families use of the mobile app and targeted guidance for personal skill recommendations. Included in this purchase is a 90-minute virtual professional development session for staff.

FISCAL IMPACT:

The purchase will be funded by using 2020-2021 Forest Grove site funds. The cost is \$6,424 for 425 licenses providing ELA and math access from August 6, 2020 through June 2021 and a 90-minute virtual professional development session for staff.

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and IXL Learning for services rendered as specified below.

1. Scope of Service:

To provide: 425 IXL site licenses and Power-up Essentials: 90-minute virtual professional learning session.

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

Teachers will use IXL to supplement the core ELA and math curriculum. They will utilize the program's diagnostic assessment to build assignments tailored to students' individual needs.

3. Length of the Contract:

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

One year from the beginning of the subscription. July 15, 2020 – July 14, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

\$6,424 total payment

for _____ (hours/days/other)

School Funding Source: _____

Account Code: _____

Consultant (Please print) IXL Learning

Address 777 Mariners Island Blvd., Suite 600, San Mateo, CA 94404 Phone 855-255-8800

Signed _____ Date _____ Email _____

District Employee Independent Consultant

Signed Buck Roggeman Date 6/11/2020

Site/Program Administrator (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

CONSENT DDD

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

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

Buck Roggeman
District/Site Administrator

6/11/20
Date

Ref: Contract for Services Criteria

Revised 7/19



IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

CUSTOMER

Buck Roggeman
Forest Grove Elementary School
1065 Congress Avenue
Pacific Grove, CA 93950

SUBSCRIPTION INFO

Salesperson	Quote #	Subscription duration
Katherine Plommer	926686-4	1 year

PAYMENT PLAN

Amount	Invoice date
\$6,424	July 1, 2020
TOTAL	\$6,424

Price valid until June 30, 2020

COMMENTS OR SPECIAL INSTRUCTIONS

Special one-time 10% discount applied.

ACCEPTANCE OF SALES CONTRACT

This is a binding agreement of payment between IXL Learning and the Purchaser. Your signature indicates that you have received, reviewed, and accepted the attached Terms and Conditions of Sale and that you agree to pay the full license price listed above within 60 days of the invoice date. Without a signature, your order may not be processed.

Acknowledged and agreed to:

AUTHORIZED SIGNATURE

Buck Roggeman

DATE

6/11/20

Please contact IXL Learning with any questions regarding this sales contract:

Toll-free (855) 255-8800 | Direct (650) 372-4300 | E-mail orders@ixl.com

Completed sales contracts should be faxed to (650) 372-4301 or e-mailed to orders@ixl.com.

TERMS AND CONDITIONS OF SALE

THIS IS A LEGAL DOCUMENT ("SALES CONTRACT") BETWEEN THE PURCHASER SHOWN ABOVE ("YOU") AND IXL LEARNING ("SELLER"). PLEASE READ THIS AGREEMENT CAREFULLY. YOU AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THE AGREEMENT, AS WELL AS BY THE WEBSITE TERMS OF SERVICE, WHICH ARE INCORPORATED BY REFERENCE. NO VARIATION OF THESE TERMS AND CONDITIONS ARE BINDING ON SELLER UNLESS AGREED TO IN WRITING SIGNED BY AN AUTHORIZED REPRESENTATIVE OF IXL LEARNING.

1. **PRICING:** The quoted purchase price of the license is valid through the "Price valid until" date on page 1. This price is not binding on IXL unless you have accepted it by sending us an executed Sales Contract by that date.
2. **PAYMENT:** If IXL decides to accept your Sales Contract, we will issue you an invoice. Complete payment of the amount of the stated purchase price is due within sixty (60) days of the invoice date. If payment is not received by the Seller within 60 days, the invoice is considered past due. IXL licenses with past due payments will be put on hold and are subject to termination. Termination does not relieve the Purchaser of the obligation to pay fees due to the Seller.

The full invoice amount must be paid either by check or by credit card. We accept Visa, MasterCard, American Express, and Discover.

All checks should be mailed to:

IXL Learning
777 Mariners Island Blvd., Suite 600
San Mateo, CA 94404

Credit card payments may be made by phone at (855) 255-8800.

Any late payment will incur interest at the rate of the lesser of 1% a month or the maximum permissible by law.

3. **CANCELLATION AND REFUND:** No cancellation will be accepted, and no refund issued, if it is more than thirty (30) days beyond the date of purchase for the license referenced in this Sales Contract. For cancellations and refunds of the license tendered under this Sales Contract to be accepted, the Seller must receive written notification of the cancellation within 30 days of purchase. Cancellations requested outside of the 30-day period will not be refunded, and the Purchaser will be responsible for completing the purchase as stated in the Sales Contract.
4. **LICENSES:** IXL grants you the right to provide access, through unique log-in IDs, to no more individuals than the quantity indicated on the first page. The terms and conditions of use for each of these individuals are governed by our websites Terms of Service. You agree to be responsible for their accounts, to monitor their use of their accounts, and to indemnify, defend, and hold us harmless for any claims arising out of or related to their use of IXL Learnings website and services. To the extent that these individuals are minors, you consent to our collection of their personal information as described in our Privacy Policy.

Classroom and Site licenses will be activated immediately upon receipt of your payment unless another date is specified or agreed to by IXL. Activation confirmation will be sent to the e-mail address provided by the school or individual completing the purchase.

If an individual who has an IXL account through a Classroom or Site license purchased by you is no longer affiliated with you, you may request that we deactivate the individuals account, or no longer associate it with your license, so that that license can be reassigned to another individual associated with your institution.

If you are a teacher, you represent and warrant that you have permission and authorization from your school and/or district to use the Services as part of your curriculum, and for purposes of Childrens Online Privacy Protection Act ("COPPA") compliance, you represent and warrant that you are entering into these Terms on behalf of your school and/or district.

5. **PRIVACY:** If you are a school, district, or teacher, you acknowledge and agree that you are responsible for complying with COPPA, meaning that you must obtain advance written consent from all parents or guardians whose children under 13 will be accessing the website and services and you represent and warrant that you have obtained that consent. When obtaining consent, you must provide parents and guardians with our Privacy Policy. You are to keep all consents on file and provide them to us if we request them.

6. **DISCLAIMER OF WARRANTIES. YOU EXPRESSLY UNDERSTAND AND AGREE THAT:**

- a. YOUR USE OF THE SERVICE IS AT YOUR SOLE RISK. THE SERVICE IS PROVIDED "AS IS," "AS AVAILABLE," AND WITH ALL FAULTS. IXL EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT.
- b. IXL MAKES NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICE WILL BE ACCURATE OR RELIABLE, (iv) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS, AND (v) ANY ERRORS IN THE SERVICE WILL BE CORRECTED.
- c. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL.
- d. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM IXL OR THROUGH OR FROM THE SERVICE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THE TOS.

Some states do not allow certain limitations on warranties, so certain of the above limitations may not apply to you.

- 7. **LIMITATION OF LIABILITY:** YOU EXPRESSLY UNDERSTAND AND AGREE THAT IXL SHALL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES RESULTING FROM THE USE OR INABILITY TO USE THIS SERVICE. IN ALL INSTANCES, DAMAGES SHALL BE CAPPED AT ONE MONTHS FEES.
- 8. **SEVERABILITY:** If any provision of this agreement is deemed invalid, illegal, or unenforceable, then that provision shall be deemed severable from these terms and shall not affect the validity and enforceability of any remaining provisions of this Sales Contract, which shall remain in full force and effect.
- 9. **ARBITRATION:** You agree that any dispute or claim you may have against IXL arising out of or related to this Sales Contract or the use of Services must be submitted to arbitration, before a single arbitrator appointed by JAMS/Endispute and conducted according to their rules in San Francisco, CA, USA, and that the determination of any such arbitrator shall be binding. The courts located in San Francisco, CA, USA, have exclusive jurisdiction over any judicial proceedings related to this agreement, and you waive any claim that such a court is an improper venue, inconvenient, or lacks jurisdiction over you.
- 10. **GOVERNING LAW:** The Sales Contract and the relationship between you and IXL are governed by the laws of the State of California without regard to conflict of law provisions.
- 11. **ENTIRE AGREEMENT:** This Sales Contract, which incorporates the Terms of Service by reference, is the final expression of the agreement between Purchaser and Seller and supersedes all prior representations, understandings, and agreements between the Purchaser and Seller relating to its subject matter. This Sales Contract cannot be modified, amended, or changed except in writing and signed by IXL.



QUOTE

IXL Learning
 777 Mariners Island Blvd., Suite 600
 San Mateo, CA 94404

QUOTE # 926686-4
 DATE: JUNE 11, 2020

TO:

Buck Roggeman
 Forest Grove Elementary School
 1065 Congress Avenue
 Pacific Grove, CA 93950

COMMENTS OR SPECIAL INSTRUCTIONS

Special one-time 10% discount applied.

SALESPERSON	TERMS	SUBSCRIPTION DURATION	QUOTE VALID UNTIL
Katherine Plommer		1 year	June 30, 2020

QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
1	IXL site license (Grades PK-5: 425 students) Subjects: Math and ELA	\$6,588.00	\$6,588.00
1	New Building Discount (10%)	-\$659.00	-\$659.00
1	Power-up Essentials: 90-minute virtual professional learning session <i>Unlimited instructor accounts included</i>	\$495.00	\$495.00
SUBTOTAL			\$6,424.00
SALES TAX			--
SHIPPING & HANDLING			--
TOTAL DUE			\$6,424.00

BR

Ordering instructions

We accept payment by purchase order, check, or credit card. School POs should be faxed to 650-372-4301 or e-mailed to orders@ixl.com. Please be sure to list the quote number on your payment or purchase order. For international accounts, we can accept wire transfers for an additional fee.

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

SUBJECT: Contract for Services with Michael’s Grill & Taqueria for July Lunch Vouchers

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Stephanie Lip, School Nutrition Director

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Michael’s Grill & Taqueria for providing lunch meals for students of Pacific Grove Unified School District (PGUSD) in July.

BACKGROUND:

In June 4, 2020, the Board approved the District to provide lunch vouchers to PGUSD students to redeem lunch meals at participating restaurants. On June 9, 2020, the District Administration sent out an announcement to the community to apply for the lunch vouchers for their PGUSD student(s) with a deadline of June 22, 2020.

INFORMATION:

The Board approved up to 400 students to receive vouchers to redeem a free lunch meal at a participating restaurant every weekday in July. There are 23 weekdays in July. Each voucher redeemed will cost the District \$5.00. After June 22, 2020, the vouchers will be mailed out to the families. The voucher(s) must be presented and given to the restaurant at the time of lunch redemption and the restaurant must keep the voucher(s) as a means to invoice the District. The District Administration will collect the “used” vouchers from the restaurants weekly.

FISCAL IMPACT:

Contribution from General Fund

The Fiscal Impact will be dependent on the number of students who end up participating, as well as where the students choose to redeem meals from. The maximum number the Board approved of is 400 students. The application for the vouchers will close June 22, 2020.

Contribution from General Fund: \$0 - \$46,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Michael's Grill & Taqueria for services rendered as specified below.

1. Scope of Service:

To provide lunch meals in July for students of Pacific Grove Unified School District valued at \$5.00 through a voucher redemption system.

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

Students who have applied will receive individual vouchers for 23 weekdays in July. The voucher must be presented and given to the participating restaurant to redeem a lunch meal. The participating restaurant will retain the vouchers as receipt. District Administration will collect voucher receipts weekly from participating restaurants.

3. Length of the Contract:

Service is to be provided on the following date(s):
July 1 – July 31, 2020

4. Financial Consideration:

To be paid at the rate of:
\$5.00 per voucher redeemed
Funding Source: Contribution from General Fund
Account Code:

Consultant (Please print) Michael's Grill & Taqueria

Address 1126 Forest Ave., Pacific Grove, CA 93950 Phone:(831)-238-8277

Signed _____ Date _____

Email _____

District Employee Independent Consultant

Signed Stephanie Lip Date 6/11/2020

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

Stephanie Lip
District/Site Administrator

6/11/2020
Date

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

SUBJECT: Contract for Services with Mountain Mike’s for July Lunch Vouchers

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Stephanie Lip, School Nutrition Director

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Mountain Mike’s for providing lunch meals for students of Pacific Grove Unified School District (PGUSD) in July.

BACKGROUND:

In June 4, 2020, the Board approved the District to provide lunch vouchers to PGUSD students to redeem lunch meals at participating restaurants. On June 9, 2020, the District Administration sent out an announcement to the community to apply for the lunch vouchers for their PGUSD student(s) with a deadline of June 22, 2020.

INFORMATION:

The Board approved up to 400 students to receive vouchers to redeem a free lunch meal at a participating restaurant every weekday in July. There are 23 weekdays in July. Each voucher redeemed will cost the District \$5.00. After June 22, 2020, the vouchers will be mailed out to the families. The voucher(s) must be presented and given to the restaurant at the time of lunch redemption and the restaurant must keep the voucher(s) as a means to invoice the District. The District Administration will collect the “used” vouchers from the restaurants weekly.

FISCAL IMPACT:

Contribution from General Fund

The Fiscal Impact will be dependent on the number of students who end up participating, as well as where the students choose to redeem meals from. The maximum number the Board approved of is 400 students. The application for the vouchers will close June 22, 2020.

Contribution from General Fund: \$0 - \$46,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Mountain Mike’s for services rendered as specified below.

1. Scope of Service:

To provide lunch meals in July for students of Pacific Grove Unified School District valued at \$5.00 through a voucher redemption system.

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

Students who have applied will receive individual vouchers for 23 weekdays in July. The voucher must be presented and given to the participating restaurant to redeem a lunch meal. The participating restaurant will retain the vouchers as receipt. District Administration will collect voucher receipts weekly from participating restaurants.

3. Length of the Contract:

Service is to be provided on the following date(s):
July 1 – July 31, 2020

4. Financial Consideration:

To be paid at the rate of:
\$5.00 per voucher redeemed
Funding Source: Contribution from General Fund
Account Code:

Consultant: Mountain Mike’s

Address 1116 Forest Ave., Pacific Grove, CA 93950 Phone:(831)-642-6000

Signed _____ Date _____
Email _____

District Employee Independent Consultant

Signed Stephanie Lip Date 6/11/2020
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

Contract for Services Criteria

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

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

Stephanie Lip
District/Site Administrator

6/11/2020
Date

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

SUBJECT: Contract for Services with Bagel Kitchen for July Lunch Vouchers

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Stephanie Lip, School Nutrition Director

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Bagel Kitchen for providing lunch meals for students of Pacific Grove Unified School District (PGUSD) in July.

BACKGROUND:

In June 4, 2020, the Board approved the District to provide lunch vouchers to PGUSD students to redeem lunch meals at participating restaurants. On June 9, 2020, the District Administration sent out an announcement to the community to apply for the lunch vouchers for their PGUSD student(s) with a deadline of June 22, 2020.

INFORMATION:

The Board approved up to 400 students to receive vouchers to redeem a free lunch meal at a participating restaurant every weekday in July. There are 23 weekdays in July. Each voucher redeemed will cost the District \$5.00. After June 22, 2020, the vouchers will be mailed out to the families. The voucher(s) must be presented and given to the restaurant at the time of lunch redemption and the restaurant must keep the voucher(s) as a means to invoice the District. The District Administration will collect the “used” vouchers from the restaurants weekly.

FISCAL IMPACT:

Contribution from General Fund

The Fiscal Impact will be dependent on the number of students who end up participating, as well as where the students choose to redeem meals from. The maximum number the Board approved of is 400 students. The application for the vouchers will close June 22, 2020.

Contribution from General Fund: \$0 - \$46,000

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and Bagel Kitchen for services rendered as specified below.

1. Scope of Service:

To provide lunch meals in July for students of Pacific Grove Unified School District valued at \$5.00 through a voucher redemption system.

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

Students who have applied will receive individual vouchers for 23 weekdays in July. The voucher must be presented and given to the participating restaurant to redeem a lunch meal. The participating restaurant will retain the vouchers as receipt. District Administration will collect voucher receipts weekly from participating restaurants.

3. Length of the Contract:

Service is to be provided on the following date(s):
July 1 – July 31, 2020

4. Financial Consideration:

To be paid at the rate of:
\$5.00 per voucher redeemed
Funding Source: Contribution from General Fund
Account Code:

Consultant: Bagel Kitchen

Address 1132 Forest Ave., Pacific Grove, CA 93950 Phone:(831)-324-4330

Signed _____ Date

Email

[] District Employee [X] Independent Consultant

Signed Stephanie Lip Date 6/11/2020

Site/Program Administrator (Check appropriate box below)

[] Contracted work was assigned using District’s normal employment recruitment process.

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

Stephanie Lip
District/Site Administrator

6/11/2020
Date

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Public Hearing of the Tentative Agreement with the California School Employees Association (CSEA)

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA).

BACKGROUND:

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

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and CSEA.

The Pacific Grove Unified School District (District) and Classified Employee Association (“CSEA”) (collectively referred to as “the parties”) agree to the following items (“Agreement”) to close negotiations for the 2019-2020 school year:

1. ARTICLE IV, HOURS OF EMPLOYMENT – new language
2. ARTICLE VI VACATION POLICIES – clarifies language about carryover of vacation days
3. ARTICLE XV, ORGANIZATIONAL SECURITY, AGENCY SHOP – replacement of the entire article
4. ARTICLE II WAGES, TOTAL COMPENSATION – The CSEA Salary schedule shall be increased by 2.21% effective July 1, 2019

FISCAL IMPACT:

Articles IV, VI and XV have no fiscal impact.

Article II, Wages, Total Compensation – total cost for the 2.21% in 2019-20 is \$140,825.



www.pgusd.org

PUBLIC HEARING
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Song Chin-Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, June 18, 2020, regarding

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS FOR CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

The hearing will be held during the regular virtual 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 Collective Bargaining Agreement will be available for public viewing beginning June 15, 2020, through June 18, 2020. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: June 8, 2020

Pacific Grove Unified School District and
Classified Employee Association Chapter 229
2019-2020 Negotiations

Tentative Agreement

The Pacific Grove Unified School District ("District") and Classified Employee Association ("CSEA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2019-2020 school year.

ARTICLE IV, HOURS OF EMPLOYMENT (New Language)

A. Work Periods

1. Work Year: Employees shall work the number of months required by their assignment (see Appendix J). In order to develop a work year calendar that meets the interests of all affected parties, a three party committee shall be formed (District, PGTA and CSEA). Each party shall have two representatives to serve on the committee, for a total of 6 individuals on the committee.

a. The committee shall begin meeting no later than October 1 to develop calendar options for the upcoming school year. The committee must reach unanimous agreement on calendar options before presenting them to the Board for final approval. It shall be the responsibility of the union representatives to complete their union's process for ratifying calendars prior to signing a calendar. The committee may also develop calendars for multiple years and present those to the Board at the same time as the adoption.

b. When a calendar has not yet been agreed upon for an upcoming school year, the District shall convene a meeting of the committee and present a proposed calendar. The proposed calendar shall be modeled after the most recent-calendar, creating the same basic starting and ending times of the school year and the types and lengths of breaks during the year.-

c. Adoption of any state law or regulation that impacts an adopted work year calendar shall trigger a reconvening of the committee to develop calendar options addressing the change.

d. CSEA will be notified of any proposed changes to an adopted calendar before they are enacted.

Article VI Vacation Policies; A. 6. Maximum Vacation Accumulation for Annual Employees, **a. Vacation Schedule,** Employees may accumulate, without prior approval, one (1) year's prior vacation days, plus current year's vacation allotment. In the new fiscal year, the employees shall have only one year's worth of carryover vacation balance, plus the current year's allotment.

Article XV, Organizational Security, Agency Shop, (replacement of entire article)

Section 1 Membership:

1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and

anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US (2018), District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

1.2 The District shall not interfere with the terms of any agreement between CSEA and the District's employee with regard to that employee's membership in CSEA, including but not limited to automatic renewal yearly unless the worker drops out during a specified window period. The District need not keep track of this period which shall be tracked by CSEA within its membership database.

Section 2 Dues Deduction:

2.1 CSEA shall have the sole and exclusive right to receive the payroll deduction for regular membership dues. The employer shall deduct, in accordance with the CSEA dues schedule, dues from the wages of all employees who are members of CSEA.

2.2 The District's managers, supervisors and confidential employees shall remain neutral and not instruct employees on the process to join or leave CSEA, but instead simply refer any questions to the CSEA Labor Relations Representative and shall obtain his/her approval on behalf of the union before processing any revocation request.

2.3 The employer shall not be obligated to put into effect any new or changed deductions until the pay period commencing thirty (30) days or more after such submission.

2.4 There shall be no charge by the employer to CSEA for regular membership dues deductions.

Section 3 Other Deductions

3.1 The District shall, upon appropriate written authorization from any employees, deduct and make appropriate remittance for insurance premiums, credit union payments, charitable donations, or other plans or programs jointly approved by CSEA and the District. The District shall pay to the designated payee within fifteen (15) days of the deduction all sums so deducted.

Section 4 Membership Information

4.1 Board shall continue policy of providing District information pertinent to bargaining procedure to Association.

4.2 The District shall take all reasonable steps to safeguard the privacy of CSEA members' personal information, including but not limited to members Social Security Numbers, personal addresses, personal phone number, personal cellular phone number, and status as a union member.

Section 5 Hold Harmless Provision:

5.1 The Association shall indemnify, defend, and hold the District harmless from any and all claims, demands or suits, or any other action arising from the operation of this Article.

5.2 CSEA shall have the exclusive right to decide and determine whether any such action shall be compromised, resisted, defended, tried or appealed. 4.

Article II Wages, Total Compensation

The CSEA Salary schedule shall be increased by 2.21% effective July 1, 2019.

This Agreement shall be effective July 1, 2019 and shall remain in full force and effect up to and including June 30, 2023.

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and CSEA.

CSEA	DATE	DISTRICT	DATE
<i>Justie Jernutt</i>		<i>Billie Mankey</i>	6/5/2020
		<i>Matt Kelly</i>	

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of The Tentative Agreement with The California School Employees Association (CSEA)

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA)

BACKGROUND:

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

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and CSEA.

The Pacific Grove Unified School District (District) and Classified Employee Association (“CSEA”) (collectively referred to as “the parties”) agree to the following items (“Agreement”) to close negotiations for the 2019-2020 school year:

1. ARTICLE IV, HOURS OF EMPLOYMENT – new language
2. ARTICLE VI VACATION POLICIES – clarifies language about carryover of vacation days
3. ARTICLE XV, ORGANIZATIONAL SECURITY, AGENCY SHOP – replacement of the entire article
4. ARTICLE II WAGES, TOTAL COMPENSATION – The CSEA Salary schedule shall be increased by 2.21% effective July 1, 2019

FISCAL IMPACT:

Articles IV, VI and XV have no fiscal impact.

Article II, Wages, Total Compensation – total cost for the 2.21% in 2019-20 is \$140,825.



www.pgusd.org

ACTION/DISCUSSION B

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Song Chin-Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, June 18, 2020, regarding

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS FOR CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

The hearing will be held during the regular virtual 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 Collective Bargaining Agreement will be available for public viewing beginning June 15, 2020, through June 18, 2020. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: June 8, 2020

Pacific Grove Unified School District and
Classified Employee Association Chapter 229
2019-2020 Negotiations

Tentative Agreement

The Pacific Grove Unified School District ("District") and Classified Employee Association ("CSEA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2019-2020 school year.

ARTICLE IV, HOURS OF EMPLOYMENT (New Language)

A. Work Periods

1. Work Year: Employees shall work the number of months required by their assignment (see Appendix J). In order to develop a work year calendar that meets the interests of all affected parties, a three party committee shall be formed (District, PGTA and CSEA). Each party shall have two representatives to serve on the committee, for a total of 6 individuals on the committee.

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1.1 District shall distribute CSEA-supplied membership applications to new hires (but not make any statement suggesting workers must join). District shall provide a jointly-agreed letter to new hires and

anyone asking about *Janus v. American Federation of State, County, and Municipal Employees, Council 31, et al.*, 585 US (2018), District shall refer all employee questions about CSEA or dues over to the CSEA Labor Relations Representative. CSEA shall defend and indemnify District for any claims arising from its compliance with this clause. This agreement shall satisfy District's duty to bargain effects of *Janus* decision.

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Article II Wages, Total Compensation

The CSEA Salary schedule shall be increased by 2.21% effective July 1, 2019.

This Agreement shall be effective July 1, 2019 and shall remain in full force and effect up to and including June 30, 2023.

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and CSEA.

CSEA	DATE	DISTRICT	DATE
<i>Justie Jernutt</i>		<i>Billie Mankey</i>	6/5/2020
		<i>Matt Kelly</i>	

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

SUBJECT: Approval of Pacific Grove Unified School District Confidential Employees Team Agreement

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Confidential Employees.

BACKGROUND:

All changes to agreements between the District and the Confidential Employees require approval by the Board. However, AB 1200 does not require the District to submit details of agreements with non-bargaining units to the Monterey County Office of Education (MCOE) for review.

INFORMATION:

The agreement with the Confidential Employees is as follows:

- Effective July 1, 2019, a salary increase of 2.21% to the Confidential salary schedule
- The current health care allowance of \$3,000 per year will remain unchanged.
- The agreement is made with the understanding that if through negotiations for the 2019-2020 year, any other District Bargaining Unit comes in with a higher total compensation adjustment, the Confidential Employees group will be entitled to the same adjustment
- All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

FISCAL IMPACT:

Total compensation cost for 2.21% in 2019-20 is estimated at \$14,411

Confidential Employees Group
Compensation Agreement

The Confidential Employees Group met on May 26th to discuss the following terms:

Effective retroactive to July 1, 2019, a salary increase of 2.21% to the Confidential salary schedule for the 2019-2020 year.

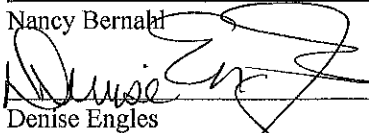
The current health care allowance of \$3,000 will remain unchanged.

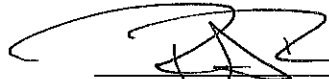
This agreement is made with the understanding that if through negotiations for the 2019-2020 year, any other District Bargaining Unit comes in with a higher total compensation adjustment, the Confidential Employees group will be entitled to the same adjustment.

All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

By signing this Proposal, the Confidential Employees Group agrees to all the terms:

Nancy Bernahl


Denise Engles




Ralph Gómez Porras, Superintendent

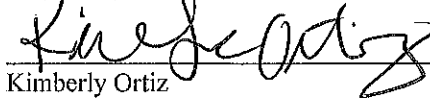
 6/11/2020

Song Chin Bendib, Assistant Superintendent

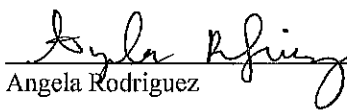
Mandi Freitag



Angela Lippert



Kimberly Ortiz



Angela Rodriguez

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of Pacific Grove Unified School District Administrative Employees Agreement

DATE: June 18, 2020

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Administrative Employees.

BACKGROUND:

All changes to agreements between the District and the Management group (both Certificated and Classified) require approval by the Board. However, AB 1200 does not require the District to submit details of agreements with non-bargaining units to the Monterey County Office of Education (MCOE) for review.

INFORMATION:

The proposed agreement is for 2019-20 and it is as follows:

- A salary increase of 2.00% for the 2019-20 school year plus the equivalent salary percentage of \$350 for District health & welfare (H & W) contribution cap increase for each member of the group, commensurate with the certificated bargaining unit final compensation agreement.
- In lieu of the \$350 increase in H & W contribution by the District, the Management Group would like an equivalent salary percentage which is .21%, bringing a total of 2.21% to be added to all levels of the management salary schedule.

FISCAL IMPACT:

Total compensation cost for 2.21% in 2019-20 is estimated at \$51,203

Management Agreement
2019-20 school year

The Pacific Grove Unified School District ("District") and Pacific Grove Unified School District Management Team agree to the following:

Retroactive to July 1, 2019, the District shall provide a total compensation package which includes:

An increase of 2.00% for the 2019/20 school year plus the equivalent salary percentage of \$350 for each member of the group placed on the salary schedule, commensurate with the certificated bargaining unit final compensation agreement. This should equate to a total increase of 2.21% added to all levels of the management salary schedule.



Matthew Bell
PGUSD Management Group representative

06/08/2020

Date

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

SUBJECT: Board Calendar/Future Meetings

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar, 2019-20 School Year

Jan. 16	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2020-21 ✓ Property Tax Update	Adult School (School Site Visit)
Jan. 23	Regular Board Meeting ✓ School Accountability Report Cards	Community High School (School Site Visit)
Feb. 13	Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Mar. 5	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Open House Schedules Reviewed ✓ TRAN Resolution	District Office
Mar. 19	Regular Board Meeting ✓ Budget Projections and Assumptions ✓ Williams/Valenzuela Uniform Complaint Report	District Office
Apr. 2	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2020-21 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update	District Office
April 23	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Begin Superintendent Evaluation	District Office
May 7	Regular Board Meeting ✓ Continue Superintendent Evaluation ✓ Governance Handbook 2020-21	District Office
May 21	Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report	District Office
June 2 <i>*Special Board Meeting</i>	Special Board Meeting ✓ Re-Opening/ Distance Learning Update	District Office
June 4	Regular Board Meeting ✓ 2020-21 Budget Public Hearing/Adoption ✓ Retiree Recognition	District Office
June 18	Regular Board Meeting ✓ Approval of Contracts and Purchase Orders for 2020-21 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report ✓ Consolidated Application	District Office

July 9 <i>*Special Board Meeting</i>	Special Board Meeting ✓ Re-Opening/ Distance Learning Update	District Office
July 23 <i>*Special Board Meeting</i>	Special Board Meeting ✓ Re-Opening/ Distance Learning Update	District Office

** Quarterly Facilities Projects Update as needed*

Board Meeting Calendar, 2020-21 School Year

Aug. 20	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
Sept. 3	Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review	Forest Grove (School Site Visit)
Sept. 17	Regular Board Meeting ✓ Williams Uniform Complaint Report	District Office
Sept. 26 *Saturday 9am-12pm	Special Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revised	District Office
Oct. 1	Regular Board Meeting ✓ Superintendent’s Goals ✓ Bus Ridership ✓ Week of the School Administrator	Robert Down (School Site Visit)
Oct. 22	Regular Board Meeting ✓ Quarterly District Safety Update* ✓ Budget Revision #2 on 2020-21 Working Budget (Preliminary First Interim)	District Office
Nov. 12	Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion	Middle School (School Site Visit)
Nov. 19	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates* ✓ LCAP Public Hearing	High School (School Site Visit)
Dec. 10	Regular Board Meeting ✓ First Interim Report ✓ Budget Revision #3 ✓ Adoption of LCAP	District Office
Dec. 17	Organizational Meeting ✓ Election of 2020-21 Board President and Clerk ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office

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

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

SUBJECT: District Update on Response to COVID-19

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

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

SUBJECT: Solicitation of Funds Report 2019-20

DATE: June 18, 2020

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

RECOMMENDATION:

The Administration recommends that the Board review the attached list of Solicitation of Funds from the various entities.

BACKGROUND:

On October 3, 2019, the Board approved Board Policy and Regulation 1321 Solicitation of Funds which were recommended by legal counsel in order to align with the Solicitation of Funds Approval Request Form.

INFORMATION:

For School Connected Organizations who wish to raise funds on behalf of the schools or District, they must submit an annual Solicitation of Funds Approval Request Form to the Superintendent.

As part of the review process, this is a bi-annual update to the Board about Solicitation of Funds requests the District has received thus far.

The last report was presented to the Board on December 12, 2019.

FISCAL IMPACT:

No direct fiscal impact but could be donations to the school sites for various school activities.

Pacific Grove Unified School District

Solicitation of Funds Tracking Report

ORGANIZATION	CONTACT	EVENT NAME	EVENT DATE	AMOUNT RAISED
Breaker Girls Dance Team	Tatum May	Kids Camp	10/26/2019	SEE ATTACHED PGHS ASB
Breaker Girls Dance Team	Tatum May	Winter Jam 2019	12/6/2019	SEE ATTACHED PGHS ASB
Breakers Club	Jeff Erickson	Breakers Club Shoe Dance	8/24/2019	11,514
Brice Gamble	Brice Gamble	Veteran's Day Fundraiser	Sept-Dec	None
Butterfly Bazaar- PTA	Steve Rodolf	Butterfly Bazaar	10/5/2019	SEE ATTACHED
Cream & Crumbles	Sue Rosenstock	Cookie Celebration	12/18/2019	\$910
Foods Class PGMS	Linda Goulet	Foods Class Jam Sales	September	402.22
Football & E Team Sponsor	Chris Morgan	Night of Champions	8/16/2019	SEE ATTACHED PGHS ASB
Friends of FG PTA	Eri Salzmann	Square1 Art	10-25-11-8	SEE ATTACHED
Friends of FG PTA	Jen Fletcher	Dine Out- Michael's Taqueria	10/9/2019	SEE ATTACHED
Friends of FG PTA	Hetal Patel	Box Tops & AmazonSmile	Ongoing	SEE ATTACHED
Friends of FG PTA	Jen Fletcher	Dine Out- Mountain Mikes	8/15/2019	SEE ATTACHED
Friends of FG PTA	Rebecca Gamecho	Scholastic Book Fair	8/19/2019	SEE ATTACHED
Friends of FG PTA	Rebecca Gamecho	Ice Cream Social	8/23/2019	SEE ATTACHED
Friends of FG PTA	Jen Fletcher	Dine Out Petra	9/11/2019	SEE ATTACHED
Friends of FG PTA	Hetal Patel	Disney Raffle Tickets	9-26-10-26	SEE ATTACHED
Friends of FG PTA	Hetal Patel	Read-A-Thon	10-23-11-03	SEE ATTACHED
Friends of PG Co-Op	Erin Lyman	Winterfest	12/7/2019	8279.31
Jenn Erickson	Jenn erickson	Culinary Pop-Ups	2019-20	SEE ATTACHED
Moira Mahr	Moira Mahr	Children 2 Children CA Math Conference	12/7/2019	\$1275 for Remera Mbogo
Mrs. Pechan's Class	Stephanie Pechan	Classroom Supply	Sept-Jan	\$1,662.68
Music Boosters	Mindy Hardin	Membership Drive	Registration Round Up	Unknown- cannot report
Parenting Connection	Melissa Lomeli	Fall Festival	10/23/2019	Did not report
PG Co-Op Preschools	Kristen Dempsey	Spring Fling	5/2/2020	CANCELLED
PG Music Guardians	Kate Edwards	Granola Fundraiser	12-16-01-10	555
PG Pride	Valerie Tingley	Great Taste of PG	3/8/2020	37,816.00
PG Pride	Valerie Tingley	Walk with Pride	9/21/2019	34,347.20
PG STEAM Inc	Roby Hyde	Friends & Family Fall Fundraiser	10-1-11-1	5,000
PGHS	Linda Lyon	Homecoming Basket Silent Auction	10/25/2019	610
PGHS	Linda Lyon	Cheery Cookbook	10-25-2-20	750
PGHS Choir	Michelle Boulware	Holiday Greens	Oct-Nov	SEE ATTACHED PGHS ASB
PGHS Choir	Michelle Boulware	Gizdich Pie Sale	11-1-11-25	SEE ATTACHED PGHS ASB
PGHS Choir	Michelle Boulware	Holiday Gift Fair	12/7/2019	SEE ATTACHED PGHS ASB
PGHS Choir	Michelle Boulware	Go Fund Me Choir	Sept-Dec	SEE ATTACHED PGHS ASB
PGHS Choir	Michelle Boulware	Sees Candy	Nov-Dec	SEE ATTACHED PGHS ASB
PGHS Choir	Michelle Boulware	Haunted House	10-28/10-28	SEE ATTACHED PGHS ASB
PGHS Music Dept Band, Orchestra, Choir	Theresa Hruby, Michelle Boulware	Mattress Fundraiser	11/17/2019	SEE ATTACHED PGHS ASB
PGHS PTA	Dana Marshall	Mix & Mingle Masquerade Party	11/2/2019	2584.97 for each PTA
PGHS PTA	Ragni Coleman/ Dana Marshall	Dine Out- Chipotle Mexican Grill	8/20/2019	SEE ATTACHED
PGHS PTA	Ragni Coleman/ Dana Marshall	Dine Out- Michael's Taqueria	9/19/2019	SEE ATTACHED
PGHS PTA	Ragni Coleman/ Dana Marshall	Dine Out- Alvarado Street Brewery	10/23/2019	SEE ATTACHED
PGHS PTA	Ragni Coleman/ Dana Marshall	Dine Out- Pizza My Heart	11/13/2019	SEE ATTACHED

PGHS Water Polo	Todd Buller	Season Pass Sales	9-23-10-01	SEE ATTACHED PGHS ASB
PGMS Cheerleading	Rachel Zwolenkiewicz	Sponsorships	April-May 2020	\$250 from the sponsorships and \$650 from the Mini Camp
PGMS Leadership	Jo Lynne Costales	Spiritwear Sales	2 weeks in Aug	Cost Neutral \$0
PGMS Leadership	Jo Lynne Costales	Fall Ball		\$2,120
PGMS Leadership	Jo Lynne Costales	Valentine's Day Grams		Cost Neutral \$0
PGMS PTA	Luciana Morgan	Dine Out- Michael's Taqueria	8/20/2019	SEE ATTACHED
PGMS PTA	Luciana Morgan	Amazon Smiles	Ongoing	SEE ATTACHED
PGMS PTA	Luciana Morgan	Dine Out- Sur	September	SEE ATTACHED
PGMS PTA	Luciana Morgan	Ice Cream Social	8/27/2019	SEE ATTACHED
PGMS PTA	Luciana Morgan	Disney Raffle Tickets	8/27, 8/29, 10/26, 11/20	SEE ATTACHED
PGMS PTA	Michelle Del Pozzo	Dine Out- Islands	10/16/2019	SEE ATTACHED
RHD PTA	Janet Bingham	Box Tops	Ongoing	SEE ATTACHED
RHD PTA	Janet Bingham	Amazon Smiles	Ongoing	SEE ATTACHED
RHD PTA	Janet Bingham	Believe Kids	Sept 23- Oct 1	SEE ATTACHED
RHD PTA	Lucie Hazen	Dine Out- CPK	8/28/2019	SEE ATTACHED
RHD PTA	Luciana Morgan	Family Bingo Night	9/27/2019	SEE ATTACHED
RHD PTA	Lucie Hazen	Dine Out- Pacific Thai	9/24/2019	SEE ATTACHED
RHD PTA	Luciana Morgan	Bake Sale/Taco Truck (formerly Family Bingo Night)	9/27/2019	SEE ATTACHED
RHD PTA	Luciana Morgan	Disney Raffle- required AG letter	Jan-March	SEE ATTACHED
RHD PTA	Luciana Morgan	Family Bingo Night- required AG letter	3/13/2020	SEE ATTACHED

Pacific Grove Unified School District

Solicitation of Funds Tracking Report

ORGANIZATION	AMOUNT RAISED	HOW FUNDS ARE DISTRIBUTED
Breaker Girls Dance Team	SEE ATTACHED	
Breaker Girls Dance Team	SEE ATTACHED	
Breakers Club	11,514	To support expenses of the athletic teams at PGHS. Funds disbursed to the Athletic Director/forwards to each team. Athletic Director works with teams to determine what the funds are used for (uniforms, equipment, tournament entry fees, etc.).
Brice Gamble	None	
Butterfly Bazaar- PTA	SEE ATTACHED	
Cream & Crumbles	\$910	
Foods Class PGMS	402.22	Resides in Foods class account, to be used strictly for cooking supplies and materials.
Football & E Team Sponsor	SEE E/M FELICIA	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of FG PTA	SEE ATTACHED	
Friends of PG Co-Op	8279.31	Lighthouse campus \$4884.80; Pine campus \$3394.51; money in bank acct managed by the Friends of PG Co-op Board. To be used for music programs, field trips and scholarships to struggling families.
Jenn Erickson	SEE ATTACHED	
Moirra Mahr	\$1275 for Remera Mbogo	Direct to Children 2 Children
Mrs. Pechan's Class	\$1,662.68	Hands-on science supplies used for general classroom activities, science lessons, STEM, etc. Money earned taking PD courses to earn Donors Choose gift cards to apply towards these, as well as my own money and a few public donors.
Music Boosters	Unknown- cannot report	
Parenting Connection	Did not report	
PG Co-Op Preschools	CANCELLED	
PG Music Guardians	555	Raised for Music Supplies, Repairs and Performance expenses
PG Pride- Taste	37,816.00	Approved by grant requests
PG Pride- Walk	34,347.20	Specific classrooms/teachers; site-based programs; to be determined based on requests
PG STEAM Inc	5,000	These funds will be used to purchase robotic parts and raw materials like aluminum extrusion, electronics, motors, pneumatics, wiring, etc., from a variety of vendors that the team uses.
PGHS	610	All of these monies went towards the 4 (800 each) uniform scholarships and camp money. Camp will not be happening this year due to COVID but may in the Fall as a home camp
PGHS	750	All of these monies went towards the 4 (800 each) uniform scholarships and camp money. Camp will not be happening this year due to COVID but may in the Fall as a home camp
PGHS Choir	SEE ATTACHED	
PGHS Choir	SEE ATTACHED	
PGHS Choir	SEE ATTACHED	
PGHS Choir	SEE ATTACHED	
PGHS Choir	SEE ATTACHED	
PGHS Choir	SEE ATTACHED	
PGHS Music Dept Band, Orche	SEE ATTACHED	
PGHS PTA	2584.97 for each PTA	
PGHS PTA	SEE ATTACHED	
PGHS PTA	SEE ATTACHED	
PGHS PTA	SEE ATTACHED	
PGHS PTA	SEE ATTACHED	
PGHS Water Polo	SEE E/M FELICIA	
PGMS Cheerleading	\$250 sponsorships; \$650 Mini Camp	\$250 was for uniforms and the \$650 was supposed to go towards a trip to perform at Disneyland, but it was canceled due to Covid. So at this point it's still in our account
PGMS Leadership	Cost Neutral \$0	
PGMS Leadership	\$2,120	Used for general supplies (paper, markers, blue tape, etc. and legacy gifts (i.e. water filling stations, skateboard racks, 8th grade shirts this year, painted waves in the halls, etc.).
PGMS Leadership	Cost Neutral \$0	
PGMS PTA	SEE ATTACHED	To be determined based on requests
PGMS PTA	SEE ATTACHED	
PGMS PTA	SEE ATTACHED	To be determined based on requests
PGMS PTA	SEE ATTACHED	To be determined based on requests
PGMS PTA	SEE ATTACHED	
PGMS PTA	SEE ATTACHED	
RHD PTA	SEE ATTACHED	
RHD PTA	SEE ATTACHED	
RHD PTA	SEE ATTACHED	
RHD PTA	SEE ATTACHED	To be determined based on requests
RHD PTA	SEE ATTACHED	
RHD PTA	SEE ATTACHED	To be determined based on requests
RHD PTA	SEE ATTACHED	
RHD PTA	SEE ATTACHED	
RHD PTA	SEE ATTACHED	

Fundraising Report for 2019-2020 School Year for ASB and Athletics						
Group or Team	Advisor	Date of Event	Type of Event	Revenue	Expenses	Profit
Football	Chris Morgan	The entire football seas	On Line Fundraising	\$6,453.50	0	\$6,453.50
Choir and PGHS Band/Orchestra	Michelle Boulware/Theresa Hruby		Mattress Sales	\$6,130.00	0	split evenly between the two groups - \$3,065.00 each
Choir	Michelle Boulware	10/1-11/6	Holiday Wreath Sales	\$1,405.00	\$1,100.00	\$305.00
Dance Team	Tatum May	20-Oct	Dance Camp For Kids	\$620.00	0	\$620.00
Dance Team	Tatum May	6-Dec	Winter Dance Showcase	\$1,100.00	0	\$1,100.00
Girls Basketball	Robin Lewis	9/12 - 11/20	Ad Sales for Basketball Program	\$3,700.00	\$25.00	\$3,675.00
Cheer Team	Linda Lyon	10/25/2019	Basket Auction	\$610.00	0	\$610.00
Cheer Team	Linda Lyon	10/25-end of season	Cheer Cookbook and Ad Sales	\$850.00	\$90.00	\$790.00
Choir	Michelle Boulware	Nov-Dec	Sees Candy Sales	\$2,989.00	\$2,266.08	\$722.92
Go Green Club	Amanda Mello	10/28 - present	Metal Straw Sales	\$171.00	\$345.00	(\$185.00)
Junior Class	Katie Selfridge	5-Oct	Butterfly Bazaar	\$250.00	\$0.00	\$250.00
Relay 4 Life	Adrienne D'Amico	10/25 - Present	Sticker Fundraiser -	\$36.36	\$281.25	(\$244.89)
Girls Basketball	Robin Lewis	10/19/2019	Kiwanis Hole-In-One Contest	\$1,800.00	\$80.00	1,720.00
Choir	Michelle Boulware	11/1 - 11/30	Gizdich Farms Pie Sales	\$1,690.00	\$1,182.80	\$507.20
Choir	Michelle Boulware	10/28/2029	Haunted House	\$332.00	\$0.00	\$332.00
Boys and Girls Soccer	Nick Lackey/Frank Giraldo	On Going - money June	Volunteering at Over 30 Soccer League		\$0.00	\$13,350.00 split between the two teams
Choir	Michelle Boulware	On-Going	Choir T Shirt Sales	Students ordered them on line. As of 3/29 no report		
French Club	Margot Samuels	4-Nov	Compassion International Bake Sale		No report of funds made from this bake sale.	
Choir	Michelle Boulware	7-Dec	Holiday Boutique	\$2,319.00	0	\$2,319.00
Relay 4 Life	Adrienne D' Amico	11/18-11/26	Gratitude Grams	\$23.22	0	\$23.22
Boys Basketball	Dan Powers/Jordan Gasperson	11/15-end of season	Ad and program sales	\$5,055.00	\$925.00	\$4,130.00
Interact Club	Vivian Bliss	January - March	Sticker Sales	DID NOT HAPPEN		\$0.00
Boys Soccer	Nick Lackey	12/3-12/24	Vertical Raise On Line Fundraising	\$3340.00	0	\$3,340.00
Class of 2022	Maddy Eberle	21-Dec	Bake Sale	\$339.00	\$30.00	\$309.00
Class of 2021	Natasha Pignatelli	Dec 28/29 and Jan 3,4,5	Bake Sales	\$404.43	0	\$404.43
Relay 4 Life	Adrienne D' Amico	2/4-2/28	Pie Wars	All money to Relay 4 Life		
Class of 2021	Natasha Pignatelli	14-Feb	Valentines Babysitting - Parents Nite Out		No revenue - event was not successful	
Class o 2021	Natasha Pignatelli	9-Feb	Bake Sale at Dance Recital	\$236.82	\$25.00	\$211.82
PGHS Band/Orchestra	Theresa Hruby	12-Feb	Winter Concert Concessions	\$180.00	0	\$180.00
Class of 2021	Natasha Pignatelli	22-Feb	Golf Fundraiser and Bake Sale	\$725.00	0	\$725.00
Class of 2021	Natasha Pignatelli	16-Feb	Bake Sale	This event did not happen		

2020 Banner	address	amount-school-	year		
Grove market	242 forest ave	\$300.00	2019 *1	2020	300
National recgon	po box 1051 salinas 93902	\$300.00	2019 *1	2020	300
vision designs 2		\$500.00	2020 **2	2020	550
PG Hardware	229 forest ave	\$300.00	2020 *1	2020	300
Martins Irrg		\$300.00	2019 *1	2020	300
Monterey Tire	1739 Del Monte BLvd, seaside	\$300.00	2019 *1	2020	300
Stuart Dong Ins		\$300	2019 *	2020	300
pacific garden 2	701 asilomar blvd pg	\$500.00	2019 **2	2020	550
R&S Heating	p.o. box 51825	\$300.00	2020 *1	2020	300
Cassidy orthodontics		\$300.00	2019	2020	300
hodes		\$300.00	*1	2020	300
First Awakening	125 ocean ave	\$300.00	2019 *1	2020	300
Gorilla Grip	Steve Davis	\$300	2019 *1	2020	300
deby beck 2		\$500.00	2019 **2	2020	550
Peppers Rest	forest ave		**	2020	300

2019 BUTTERFLY BAZAAR

Starting Cash Balance **\$ 3,688.05**

Income	Other		Total
	Deposits/Expenses	Day of Event	
Tickets	\$ 2,364.00	\$ 5,837.00	\$ 8,201.00
Butterfly Store	752.00	2,502.00	3,254.00
Bake Sale		600.25	600.25
Hot Dogs		1,236.00	1,236.00
Mexican Food		420.00	420.00
Pizza		1,066.00	1,066.00
Clam Chowder		290.00	290.00
Snow Cones		898.00	898.00
Drinks		324.00	324.00
Speciality Lemonade		440.00	440.00
Caramel Apples		309.50	309.50
Total Income	\$ 3,116.00	\$ 13,922.75	\$ 17,038.75

Expenses

Tickets: Wristbands	\$ 68.82		68.82
Butterfly Apparel			-
Early/committee order	720.02		
Main order	907.00	165.00	1,792.02
Bake Sale:			-
PGMS Foods Class	100.00		100.00
Games			-
Jumparty: Inflatables	575.00	575.00	\$ 1,150.00
Prizes, Lollipops & Face Paint	612.08		612.08
Food:			-
Pizza		596.00	596.00
Clam Chowder		150.00	150.00
Rootbeer Floats	57.96		57.96
Snow Cones	89.85		89.85
Lemonade	28.14		28.14
Ice & Miscellaneous	61.80		61.80
Other:			-
Portable Restrooms	190.31		190.31
Replace 2 Awnings		250.00	250.00
			-
Total Expenses	\$ 3,410.98	\$ 1,736.00	\$ 5,146.98

Net Income **\$ 11,891.77**

Ending Cash Balance **\$ 15,579.82**

School Payouts

Robert Down, Forest Grove, PGMS, PGHS: \$ 3,250.00 each \$ 13,000.00
per committee vote 10/08/19

Cash Reserve for 2020 **\$ 2,579.82**

Reserve to cover start-up costs next year and replace 2 awnings

Foods Class - 2019 -2020 fundraising info.

Each year the PGMS foods class has a fall fundraiser to purchase cooking supplies for the class. In this way, students are not required to purchase materials for their cooking labs.

We have been running this since fall 2014.

In January 2020 we deposited \$798.00 for sales running from early November 2019 until January, 2020.

There were 3 reimbursements for jam making supplies: \$105.63, \$194.56, \$95.59, totaling, \$395.78 for expenses.

Net profit for this year's fundraiser was \$402.22, which resides in the Foods class account to be used strictly for cooking supplies and materials.

Linda Goulet
Home Ec and Foods Class teacher
PGMS

	Actual	Budget	Difference
Cash Balance Forward	\$ 82,872.48		
Income			
Administration			
Interest Income	\$ 36.02	\$ 0.00	\$ 36.02
Local Membership Dues Income	2,563.80	2,562.50	1.30
Fundraisers			
Book Fair Fall	6,661.79	6,250.00	411.79
Book Fair Income	6,661.79	0.00	6,661.79
Butterfly Bazaar	3,250.00	3,000.00	250.00
Butterfly Bazaar Income	3,250.00	0.00	3,250.00
Dine Arouds	1,032.07	2,000.00	(967.93)
Dine Arouds Income	1,032.07	0.00	1,032.07
Direct Donation	0.00	200.00	(200.00)
Disney Tickets Raffle	2,716.00	3,000.00	(284.00)
Disney Tickets Raffle Income	2,716.00	0.00	2,716.00
Ice Cream Social (Last Day Book Fair)	0.00	1,500.00	(1,500.00)
Mix-N-Mingle	2,584.98	2,500.00	84.98
Mix-N-Mingle Income	2,584.98	0.00	2,584.98
Readathon	7,260.80	5,600.00	1,660.80
Readathon Income	7,260.80	0.00	7,260.80
Shop and Earn: Amazon, Box Tops and 1st Day of School Supplies	1,141.63	1,000.00	141.63
1st Day School Supplies Income	556.00	0.00	556.00
Amazon Smile Income	200.83	0.00	200.83
Box Tops Income	384.80	0.00	384.80
Spiritwear	1,815.80	1,000.00	815.80
Spiritwear Income	1,815.80	0.00	1,815.80
Programs			
Falcon Fest Sponsorship	0.00	100.00	(100.00)
Game Night/Ice Cream Social/Pizza	2,328.00	600.00	1,728.00
Game Night/Ice Cream Social Income	2,328.00	0.00	2,328.00
Intermediate Night	0.00	500.00	(500.00)
Primary Night	0.00	500.00	(500.00)
Square 1 Art	3,262.60	3,000.00	262.60
Square 1 Art Income	3,262.60	0.00	3,262.60
Trunk or Treat	310.00	1,000.00	(690.00)
Trunk or Treat/Movie Night Income	310.00	0.00	310.00
Yearbooks	0.00	6,500.00	(6,500.00)
Non-Unit Income			
National, State, County Dues Income	0.00	562.50	(562.50)
Total Income	\$ 34,963.49	\$ 41,375.00	\$ (6,411.51)

Expense

Administration

Bank Charges	\$ 0.00	\$ 100.00	\$ (100.00)
General Admin Expense	659.01	762.50	(103.49)
Insurance- 6th District Expense	232.00	325.00	(93.00)
Website Hosting Expense	234.85	225.00	9.85

Fundraisers

	<u>Actual</u>	<u>Budget</u>	<u>Difference</u>
Book Fair Fall	3,100.01	4,000.00	(899.99)
Book Fair Expense	3,100.01	0.00	3,100.01
Ice Cream Social (Last Day Book Fair)	0.00	450.00	(450.00)
Shop and Earn: Amazon, Box Tops and 1st Day of School Supplies	(44.43)	300.00	(344.43)
Shop and Earn-Amazon, Box Tops and 1st Day of School Supplies Expense	(44.43)	0.00	(44.43)
Spiritwear	500.00	0.00	500.00
Spiritwear Expense	500.00	0.00	500.00
Programs			
5th Grade Planners	299.55	300.00	(0.45)
5th Grade Planners Expense	299.55	0.00	299.55
Art Docent	0.00	400.00	(400.00)
Assemblies	795.00	1,500.00	(705.00)
Assemblies Expense	795.00	0.00	795.00
Chalk Art	15.17	200.00	(184.83)
Chalk Art Expense	15.17	0.00	15.17
Common Core Testing Snacks	0.00	600.00	(600.00)
Falcon Feather Prizes	125.08	250.00	(124.92)
Falcon Feather Prizes Expense	125.08	0.00	125.08
Falcon Fest Sponsorship	0.00	3,500.00	(3,500.00)
Game Night/Ice Cream Social/Pizza	1,282.65	600.00	682.65
Game Night/Ice Cream Social Expense	1,282.65	0.00	1,282.65
Holiday Program	89.28	100.00	(10.72)
Holiday Program Expense	89.28	0.00	89.28
Intermediate Night	0.00	400.00	(400.00)
Outdoor Science Camp	3,000.00	3,000.00	0.00
Outdoor Science Education Expense	3,000.00	0.00	3,000.00
Primary Night	377.69	400.00	(22.31)
Primary Night Expense	377.69	0.00	377.69
Site Improvements/Beautification Day (Roll Over)	2,902.11	0.00	2,902.11
Site Improvements (Roll Over) Expense	2,902.11	0.00	2,902.11
Snack Fund	989.96	1,000.00	(10.04)
Snack Fund Expense	989.96	0.00	989.96
Square 1 Art	0.00	200.00	(200.00)
Staff Appreciation	0.00	1,000.00	(1,000.00)
Teacher/Staff Fund Reimbursement	7,409.19	14,000.00	(6,590.81)
Alt	373.09	0.00	373.09
Brosseau	363.51	0.00	363.51
Cina	274.80	0.00	274.80
Clements	101.05	0.00	101.05
Computer Lab/Parker	170.45	0.00	170.45
DeTomaso	398.12	0.00	398.12
Frudden/Roach	154.09	0.00	154.09
Hunter	400.00	0.00	400.00
Knight	170.04	0.00	170.04
Library/Gruber	268.70	0.00	268.70
McCarty	135.41	0.00	135.41
McDaniel	323.00	0.00	323.00
Moore	400.00	0.00	400.00
Naylor/Gordano	400.00	0.00	400.00
Newman	358.24	0.00	358.24
Oronos	300.00	0.00	300.00
P.E. (Gray/West)	370.13	0.00	370.13
Patel	400.00	0.00	400.00
Sanchez	400.00	0.00	400.00

	Actual	Budget	Difference
Serpa	400.00	0.00	400.00
Sweeney/Fadem	249.19	0.00	249.19
Valdez/Ward	316.62	0.00	316.62
Wright	400.00	0.00	400.00
Yant	282.75	0.00	282.75
Trunk or Treat	0.00	1,000.00	(1,000.00)
Unallocated Reserve Fund	0.00	500.00	(500.00)
Welcome Event/Veteran's Day/Coffee Principal	0.00	200.00	(200.00)
Yearbooks	0.00	5,500.00	(5,500.00)
Non-Unit Expense			
National, State, County Dues Expense	544.00	562.50	(18.50)
Total Expense	\$ 22,511.12	\$ 41,375.00	\$ (18,863.88)
Net Gain or Loss	\$ 12,452.37	\$ 0.00	\$ 12,452.37
Total Balance	\$ 95,324.85		

Winterfest 2019

	Cash/checks	Credit Card	Expenses	
Children's Store	\$3,244.25	\$2,816.00	-\$807.53	\$5,252.72
General Store	\$687	\$797.50	-\$214.00	\$1,201.75
Raffle	1800		-\$282.75	\$1,517.25
Kitchen	\$306			\$306
Activities		\$347	-\$336.29	\$10.71
Decorations			-\$27.87	-\$27.87
Lupe tip			-\$50	-\$50.00
Totals	\$6,037.25	\$3,960.50	-\$1,718.44	\$8,279.31
Breakdown				
DL/LH= 30 kids	59%		\$4,884.80	
Pine= 21 kids	41%		\$3,394.51	

Business Name: D-Spot					
Concept: Creative Doughnuts					
Main Staff:	6 employees				
Ansillary Staff:	Culinary 2, 3, 4				
Student	In	Out	Hours worked		
Eva	0.19	6:00	1.5		
Matthew	0.17	7:00	3		
Kira	0.19	7:00	2.5		
Max	0.17	7:00	3		
Sofia	0.19	6:30	2		
Claire	0.25	7:00	1		
			Total: 13 hours		
Gross Income	656.00				
Expenses	-220.00	P.O. Lucky	(Need to Reimburse Student Donations Account for cost of materials)		
Net Profit	436.00				
<u>Disbursement of funds</u>					
Deposit	156.00	Reinvested in program (Student Donations) for work done in class by CA2, 3, 4)			
Deposit	220.00	Student Donation (reimbursement for ingredients off of Lucky P.O.)			
	376.00	Total Deposit to Student Donations			
Deposit	280.00	Catering Corps Deposit			

9:27 AM

05/04/20

Accrual Basis

Pacific Grove High PTA
Account QuickReport
July 1, 2019 through May 4, 2020

Table with columns: Type, Date, Num, Name, Memo, Split, Amount. Rows include Fundraisers, Dine Out Income (Mountain Mike's, CPK, Chipotle, Michael's, Alvarado Street Bre..., Pizza My Heart, Medici Pizza, Taste of India), and a TOTAL row.

Total 6505 · Dine Out Income

Total 6500 · Fundraisers

TOTAL

LEDGER - RECEIPTS

DATE	RECEIVED FROM	DEPOSITS	TOTAL RECEIPTS	LOCAL	C/U/S/N	FUND RAISING	DONATIONS	OTHER
				MEMBERSHIP DUES				
6/27/2019	Balance Forward							
7/5/2019		100.00						
7/30/19	E-script Rebate					0.41		
7/30/19	Square Inc		277.14			277.14	200.00	
7/30/19	Square Inc		1089.12			1089.12		
8/8/19	Registration Round Up	155.00	155.00			155.00		
8/8/19	Registration Round Up	1839.00	1839.00			1839.00		
8/8/19	Amazon Smile	7.82	7.82			7.82		
8/26/19	TOTEM Membership	273.75	273.75					
8/27/19	Registration Round Up	310.00	310.00			310.00		
8/28/2019	Ice Cream Social	694.00	694.00			694.00		
9/3/19	Disney Raffle Sales	236.00	236.00			236.00		
9/3/19	Square Inc	19.45	19.45			19.45		
9/19/19	Dine Out	300.00	300.00			300.00		
9/19/19	Disney Raffle Sales	20.00	20.00			20.00		
9/19/19	Membership	130.00	130.00					
9/25/19	TOTEM Membership	309.75	309.75					
10/26/2019	Disney Raffle Sales	267.00				267.00		Homecoming
11/7/2019	Disney Raffle Sales	94.00				94.00		Screenagers
11/12/2019	Amazon Smile	13.84				13.84		
****11/24/2019	Dine Out	768.80						Sur \$413.04 + \$355.76
11/20/2019	Disney Raffle Sales	100.00				100.00		
11/20/2019	Membership	55.00		????	????			
11/20/2019	Dine Out	598.16						Islands (\$148.16)/ Peppers (\$450.00)
11/20/2019	Butterfly Bazaar	3250.00						
2/11/2020	Mix & Mingle	2584.98						
2/11/2020	Donation	2500.00					2500.00	PG Basketball Club
2/18/2020	Donation	540.00					540.00	8th grade

DATE	RECEIVED FROM	DEPOSITS	TOTAL RECEIPTS	LOCAL	C/U/S/N	FUND RAISING	DONATIONS	OTHER
				MEMBERSHIP DUES				
2/18/2020	Donation	30.00					30.00	8th grade
2/18/2020	Dine Out	50.00				50.00		Medici
2/18/2020	Membership	10.00		??				
2/20/2020	Amazon Smile	14.53				14.53		
3/18/2020	Donation	130.00						8th grade
3/18/2020	Donation	100.00						8th grade

LEDGER - DISBURSEMENTS

DATE	PAID TO	CHECK NO.	TOTAL DISBURSEMENT	DUES	PROGRAMS	SUPPLIES & EQUIPMENT	MISC	NOTES
7/22/19	Eri Misawa-Salzman	1180	144.44					
8/7/2019		1217	2500.00		Lunch Clubs			
8/7/2019		1218	3000.00		Teacher Warrants			
8/21/2019	PGMS	1181	2000.00		Outdoor School			
8/21/2019	Joey Houde	1182	272.97				Laundry for PE clothes	
8/29/2019	Luciana Morgan	1183	181.39			\$71.88 Ice Cream Social	\$106.25 Disney Raffle: \$3.26 Office supplies	
8/29/2019	Department of Justice	1184	20.00				Raffle License	
9/18/2019	Michelle Del Pozzo	1185	80.42		Ice Cream Social	Reimbursement		
9/18/2019	Ali Lyon	1186	57.00			Reimbursement	PTA Banner	Field of Dreams
9/18/2019	Marie Diez-quinton	1187	100.00					Cash on Hand for Ice Cream Social (Pay through funds)
10/7/2019	CAPTA 6th District	1188		541.50				114 members x \$4.75
10/7/2019	CAPTA 6th District	1189	232.00		Unit Administration Fee			
10/24/2019	Marie Diez-Quinton	1191	50.00			Reimbursement		Quick Books Software
10/24/2019	Amy Fallavena	1192	20.00			Reimbursement		Weebly Website
10/25/2019	Michelle Spence	1193	100.00				Cash on Hand	Disney Raffle Sales
****11/20/2019	Petula Lee	1194	252.75		Conduct Club			
??	Linda Goulet	1195	173.21		Honors Breakfast	Reimbursement		

DATE	PAID TO	CHECK NO.	TOTAL DISBURSEMENT	DUES	PROGRAMS	SUPPLIES & EQUIPMENT	MISC	NOTES
12/11/2019	San Carlos Cinemas	1196	450.00		6th Grade Movie	Advance/Payment		
1/22/2020	Petula Lee	1220	214.81		Honors Breakfast	Reimbursement		
1/22/2020	Petula Lee	1221	557.09		Staff Appreciation Luncheon	Reimbursement		
2/12/2020	PGMS	1219	558.91		Athletics/ball equipment	Advance/Payment		
2/12/2020	Richard Llantero	1222	139.80		Girls Basketball Team	Reimbursement		
2/28/2020	Nancy Enterline	1223	492.18		JAN Honors Breakfast	Reimbursement		
2/28/2020	Greg Enterline	1224	260.00		JAN Conduct Club	Reimbursement		
2/28/2020	Greg Enterline	1225	492.10			Reimbursement	Garden Greenhouse	
3/18/2020	Amy Fallavena	1197	29.99			Reimbursement		Software-Totem Messaging \$15.00; Zoom Video Conferencing \$14.99

CHECKBOOK REGISTER

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENTS (-)	X	FEE (-)	DEPOSIT/CREDIT (+)	BALANCE
1180	7/2/19	Eri Misawa-Salzman	144.44	X			
		Promotion Dance 2018-19					
DEPOSIT	7/5/19	Cash on Hand (Pay through funds)		X		100.00	
		2018-19					
	7/18/19	Cash on Hand (Pay through funds)	100.00	X			
		Registration Round Up					
	7/30/19	E-script Rebate		X		0.41	
	7/30/19	Square Inc.		X		277.14	
	7/30/19	Square Inc.		X		1089.12	
DEPOSIT	8/8/19	Registration Round Up		X		155.00	
		Membership/Donations/PE Clothes					
DEPOSIT	8/8/19	Registration Round Up		X		1839.00	
		Membership/Donations/PE Clothes					
DEPOSIT	8/9/19	Amazon Smile		X		7.82	
1181	8/21/19	PGMS	2000.00	X			
		Outdoor School					
1182	8/21/19	Joey Houde	272.97	X			
		Laundry for PE clothes					
	8/26/19	TOTEM Membership		X		273.75	
DEPOSIT	8/27/19	Registration Round Up		X		310.00	
		Membership/Donations/PE Clothes					
DEPOSIT	8/28/19	Ice Cream Social		X		694.00	

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENTS (-)	X	FEE (-)	DEPOSIT/CREDIT (+)	BALANCE
1183	8/29/2019	Luciana Morgan	181.39	X			
		Reimbursement					
1184	8/29/2019	Department of Justice	20.00	X			
		Raffle License					
DEPOSIT	9/3/19	Cash on Hand for Ice Cream Social (Pay through funds)		X		100.00	
DEPOSIT	9/3/19	Disney Raffle Sales		X		236.00	
		Back to School Night					
	9/3/19	Square Inc.		X		19.45	
1217	9/6/19	Pacific Grove Middle School	2500.00	X			
		Lunch Clubs					
1218	9/6/19	Pacific Grove Middle School	3000.00	X			
		Teacher Warrants					
1185	9/18/2019	Michelle Del Pozzo	80.42	X			
		Ice Cream Social					
1186	9/18/2019	Ali Lyon	57.00	X			
		PTA Banner					
1187	9/18/2019	Marie Diez-quinton	100.00	X			
		Cash on Hand for Ice Cream Social (Pay through funds)					
DEPOSIT	9/19/19	Dine Out		X		300.00	
		Michael's Tacqueria					
DEPOSIT	9/19/19	Disney Raffle Sales		X		20.00	
		Disney Raffle Sales					
DEPOSIT	9/19/19	Membership		X		130.00	
		Membership					
DEPOSIT	9/25/19	TOTEM Membership		X		309.75	24892.68
1188	10/7/2019	CAPTA 6th District	541.50	X			
		114 members x \$4.75					
1189	10/7/2019	CAPTA 6th District	232.00	X			

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENTS (-)	X	FEE (-)	DEPOSIT/CREDIT (+)	BALANCE
		Unit Insurance Fee					
ONLINE	10/23/19	BALANCE					\$24,019.18
		-outstanding debits/credits since statement					\$23,942.18
1190	10/24/2019	CAPTA 6th District	50.00	X			
		District Administration Fee					
1191	10/24/2019	Marie Diez-Quinton	50.00	X			
		Reimbursement -Quick Books Software					
1192	10/24/2019	Amy Fallavena	20.00	X			
		Reimbursement - Weebly Website					
	10/25/2019	TOTEM Membership				20.25	
1193	10/25/2019	Michele Spence	100.00				
		Cash on Hand (Pay through funds)					
	11/12/2019	Amazon Smile				13.84	
TO BE DEPOSITED	11/19/2019	Disney Raffle Sales				361.00	481.00??
***		Homecoming/Screenagers					
	11/25/19	Dine Out					
		Sur Burgers		X		768.80	
	11/20/2019	Raffle Sales				100.00	?
	11/20/2019						
1194	11/20/2019	Petula Lee	252.75	X			
		Reimbursement - Conduct Club					
1195	11/20/2019	Linda Goulet	173.21	X			
		Reimbursement-Honors Breakfast					
	11/20/19	Membership		X		55.00	
	11/21/2019	Dine Out		X		598.16	
		Islands (\$148.16)/Peppers (\$450.00)					
	11/22/2019	Butterfly Bazaar		X		3250.00	

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENTS (-)	X	FEE (-)	DEPOSIT/CREDIT (+)	BALANCE
1196	12/11/2019	San Carlos Cinemas 6th Grade Movie	450.00	X			
	2/10/20	Mix & Mingle	2584.98	X			
	2/10/20	Donation PG Basketball Club	2500.00	X			
1219	1/22/2020	PGMS Athletics - equipment/balls	558.91	X			
1220	1/22/2020	Petula Lee Honors Breakfast	214.81	X			
1221	1/22/2020	Petula Lee Staff Appreciation Luncheon	557.09	X			
	2/10/2020	DEPOSIT		X		2500.00	
	2/10/2020	DEPOSIT		X		2584.98	
1222	2/12/2020	Richard Llantero Girls Basketball Team	139.80				
	2/18/2020	8th Grade Donation				540.00	
	2/18/2020	8th Grade Donation				30.00	
	2/18/2020	Dine Out Medici				50.00	
	2/18/2020	Membership				10.00	
	2/20/2020	Amazon Smile				14.53	
1223	2/28/2020	Nancy Enterline JAN Honors Breakfast	492.18				

NUMBER	DATE	DESCRIPTION OF TRANSACTION	PAYMENTS (-)	X	FEE (-)	DEPOSIT/CREDIT (+)	BALANCE
1224	2/28/2020	Greg Enterline	260.00				
		Conduct Club					
1225	2/28/2020	Greg Enterline	492.10				
		MISC-Garden Greenhouse					
1197	3/18/2020	Amy Fallavena	29.99				
		Software					
	3/18/2020	DEPOSIT				130.00	
		8th Grade Donation					
	3/18/2020	DEPOSIT				100.00	
		8th Grade Donation					

TREASURER'S REPORT

PACIFIC GROVE MIDDLE SCHOOL PTSA 2019

SEPTEMBER 22 - OCTOBER 23

WELLS FARGO BUSINESS CHECKING ACCOUNT

INCOME					
	9/25/19	TOTEM Membership		309.75	
	10/23/19	Membership		30.00	
		TOTAL		330.75	
FUNDS NOT BELONGING TO UNIT					
	10/23/2019	Membership 1@ 4.75 (c/d/s/n)		4.75	
		TOTAL INCOME			\$326.00
EXPENSES					
	9/18/2019	Michelle Del Pozzo	#1185	80.42	Ice Cream Social
	9/18/2019	Ali Lyon	#1186	57.00	PTA Banner
	9/18/2019	Marie Diez-quinton	#1187	100.00	Cash on Hand for Ice Cream Social (Pay through funds)
	10/7/2019	CAPTA 6th District	#1188	541.50	114 members x \$4.75
	10/7/2019	CAPTA 6th District	#1189	232.00	Unit Insurance Fee
	10/23/2019	CAPTA 6th District	#1190	50.00	Unit Administration Fee
		TOTAL		1,060.92	
		TOTAL EXPENSES			\$1,060.92
		BALANCE ON HAND 10/23/2019			\$23,942.18

TREASURER'S REPORT

PACIFIC GROVE MIDDLE SCHOOL PTSA 2019

OCTOBER 24 - NOVEMBER 20

WELLS FARGO BUSINESS CHECKING ACCOUNT

INCOME						
10/25/2019	TOTEM Membership		20.25			
10/26/2019	Disney Raffle- Homecoming		267.00			
11/7/2019	Disney Raffle- Screenagers		94.00			
11/12/2019	Amazon Smile		13.84			
		TOTAL	395.09			
FUNDS NOT BELONGING TO UNIT						
10/23/2019	Membership 1@ 4.75 (c/d/s/n)		4.75			
TOTAL INCOME				\$390.34		
EXPENSES						
10/24/2019	Marie Diez-Quinton	#1191	50.00		Reimbursement - Quick Books Software	
10/24/2019	Amy Fallavena	#1192	20.00		Reimbursement- Weebly Website	
10/25/2019	Michelle Spence	#1193	100.00		Cash on Hand- Disney Raffle	
		TOTAL	170.00			
TOTAL EXPENSES				\$170.00		
BALANCE ON HAND 11/21/2019				\$24,037.27		**Disney Raffle funds of \$361.00 to be deposited on 11/21/2019

Table 1

TREASURER'S REPORT PACIFIC GROVE MIDDLE SCHOOL PTSA 2019				

TREASURER'S REPORT

PACIFIC GROVE MIDDLE SCHOOL PTSA 2019

OCTOBER 24 - NOVEMBER 20

WELLS FARGO BUSINESS CHECKING ACCOUNT

INCOME					
10/25/2019	TOTEM Membership		20.25		
10/26/2019	Disney Raffle-Homecoming		267.00		
11/7/2019	Disney Raffle-Screenagers		94.00		
11/12/2019	Amazon Smile		13.84		
		TOTAL	395.09		
FUNDS NOT BELONGING TO UNIT					
10/23/2019	Membership 1@ 4.75 (c/d/s/n)		4.75		
TOTAL INCOME				\$390.34	
EXPENSES					
10/24/2019	Marie Diez-Quinton	#1191	50.00	Reimbursement - Quick Books Software	
10/24/2019	Amy Fallavena	#1192	20.00	Reimbursement-Weebly Website	
10/25/2019	Michelle Spence	#1193	100.00	Cash on Hand-Disney Raffle	
		TOTAL	170.00		
TOTAL EXPENSES				\$170.00	
BALANCE ON HAND 11/21/2019				\$24,037.27	**Disney Raffle funds of \$361.00 to be deposited on 11/21/2019

TREASURER'S REPORT

PACIFIC GROVE MIDDLE SCHOOL PTSA 2019-2020

November 21 - December 21

Wells Fargo Business Checking Account

INCOME

11/24/2019	Dine Out	Sur Burgers	768.80
11/20/2019	Disney Raffle Sales		100.00
11/20/2019	Membership		55.00
		Islands (148.16/ Peppers	
11/20/2019	Dine Out	450.00	598.16
11/20/2019	Butterfly Bazaar		3,250.00
11/20/2019	Mix & Mingle		2584.98*
11/20/2019	Donation by PG Basketball Club		2500.00*

TOTAL INCOME**9,856.94****EXPENSES**

11/20/2019	#1194	Petula Lee	Conduct Club	252.75
11/20/2019	#1195	Linda Goulet	Honors Breakfast	173.21
12/11/2019	#1196	San Carlos Cinemas	6th grade movie	450.00

TOTAL EXPENSES**875.96****BALANCE ON HAND 1/22/2020****28,503.27**

* received, pending deposit

TREASURER'S REPORT				
PACIFIC GROVE MIDDLE SCHOOL PTSA 2019-2020				
FEBRUARY 12 - MARCH 18				
WELLS FARGO BUSINESS CHECKING ACCOUNT				
INCOME				
2/11/2020	Mix & Mingle	\$2,584.98		
2/11/2020	Donation	\$2,500.00	PG Basketball Club	
2/18/2020	Dine Out	\$50.00	Medici	
2/18/2020	Membership	\$10.00		
2/20/2020	Amazon Smile	\$14.53		
		\$5,159.51		
2/18/2020	Donation	\$540.00	8th grade	
2/18/2020	Donation	\$30.00	8th grade	
3/18/2020	Donation	\$100.00	8th grade	
3/18/2020	Donation	\$130.00	8th grade	
		\$800.00		
Funds not belonging to unit				
2/18/2020	Membership 1 @	\$4.75		
TOTAL INCOME		\$5,954.76		
EXPENSES				
2/12/2020	Richard Llantero	\$139.80	Girls Basketball Team	
2/28/2020	Nancy Enterline	\$492.18	JAN Honors Breakfast	
2/28/2020	Greg Enterline	\$260.00	JAN Conduct Club	
2/28/2020	Greg Enterline	\$492.10	MISC - Garden	Garden Greenhouse
3/18/2020	Amy Fallavena	\$29.99	Software	Software-Totem Messaging \$15.00; Zoom Video Conferencing \$14.99
TOTAL EXPENSES		\$1,414.07		
BALANCE		\$31,297.89	in account today	
		\$230.00	pending deposit	
		\$29.99	pending check clearance #1197	
		\$3,149.79		
BALANCE ON HAND 11/21/2019				

Robert Down PTA

in account \$47,155.73

Treasurer Report 6/30-8/12 2019**Income/Deposits**

Spirit Wear	\$ 1,015.00
Membership	\$ 300.00
Donation	\$ 60.00
Amazon Smile	\$ 14.78
Total Income	\$ 1,389.78

Expenses

\$0

Total Expenses 0

Robert Down PTA

Treasurer Report 8/12-9/7 2019

in account \$50,796.19 (9/7/19)

Income/Deposits

Spirit Wear	137.00
Membership	1,860.00
Donation	900.00
Bank transfer	2,544.99
Total Income	\$ 5,441.99

Expenses

bank fee	10.00
Susan Pines, CPA	450.00 ck# 2690
Teacher Endowments	1,024.53 ck# 2691,2769, 2700
4th grade agendas	903.28 ck#2692,2693,2697
Breakfast fund	300.00 ck#2693
Playground paint	212.08 ck#2694
Science Camp MS	2,000.00 ck#2695
Bike Rodeo	169.27 ck# 2698, 2701
Stickers/Clings	256.45 ck#2702
Total Expenses	\$ 5,325.61

Balance	\$116.37
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Robert Down PTA

in account \$46,533.08 (10/6/19)

Treasurer Report 9/8/19-10/6/19

Income/Deposits

bingo night	\$ 1,859.00
Membership	\$ 260.00
Donation	\$ 605.00
Big Sur	\$ 600.00
Dine Out CPK	\$ 794.34
Total income	\$ 4,118.34

Expenses

Raffle Permit	\$ 20.00	ck#2704
Brain Pop	\$ 2,550.00	ck# 2505
Teacher Endowments	\$ 1,094.97	2703,06,09, 10,12,13
Linda Williams Class paint	\$ 168.95	ck#2706
Movie License (Swank)	\$ 527.00	ck#2707
Taco Truck (Jose)	\$ 480.00	ck#2708
Bingo Night	\$ 13.10	ck# 2711
Art in Action	\$ 706.75	ck#2714
Attorney General RRF1	\$ 25.00	ck#2716
District PTA fees/insurance	\$ 880.50	ck#2717
Spirit Wear	\$ 229.00	ck#2715
Total Expenses	\$ 6,695.27	

Balance (\$2,576.93)

Robert Down PTA

in account \$43,776.08 (11/4/19)

Treasurer Report 10/7/19-11/4/19**Income/Deposits**

Halloween party	\$ 514.00
Membership	\$ 140.00
Donation	\$ 225.00
Believe Kids	\$ 4,224.50
Dine Out Thai	\$ 400.00
Total income	\$ 5,503.50

Expenses

Facebook Paulo	\$ 15.00	ck#2718
Mix and Mingle Luciana	\$ 13.59	ck# 2722
Teacher Endowments	\$ 549.57	2721, 22

Total Expenses \$ 578.16

Balance \$4,925.34

Robert Down PTA

in account \$56,199.33 (1/12/20)

Treasurer Report 11/5/19-1/12/20

Income/Deposits

amazon smile	\$ 30.58
butterfly bazaar	\$ 3,250.00
dine out	\$ 1,060.60
membership	\$ 20.00
follett cash	\$ 2,386.63
movie night	\$ 465.27
mix and mingle	\$ 2,584.98
box tops	\$ 278.30
follete	\$ 2,186.25
yubbler	\$ 256.18
Total income	\$ 12,518.79

Expenses

PTA EX software	\$ 209.00	ck#2727
Dram Club	\$ 93.68	ck# 2728
Teacher Endowments	\$ 3,168.28	#2730,31,32,34,35, 42, 43, 44, 45, 46
Follett Book Fair	\$ 1,021.24	#2729
Movie night food	\$ 303.92	#2733, 41
teacher appreciation	\$ 412.90	#2736, 39,40
capital merchant fee	\$ 20.00	
Otter Times	\$ 530.87	#2738
capital merchants 10x2	\$ 20.00	
Total Expenses	\$ 5,779.89	

Balance **\$6,738.11**

Robert Down PTA

in account \$53,304.20 (2/8/20)

Treasurer Report 1/13/20-2/8/20

Income/Deposits

Raffle (credit)	\$	115.50
Electronic Script Rebate	\$	0.67
Memembership	\$	20.00
Total income	\$	136.17

Expenses

Bingo Night (supplies)	\$	45.39	ck# 2747
Boy Dance (supplies+DJ)	\$	680.58	Ck# 2748, 49
Silent Auction (raffle tx)	\$	106.25	ck# 2750
Teacher Endowment	\$	260.90	Ck# 2751,52
Breakfast/Snack Fund	\$	500.00	Ck#2753
capital merchant fee	\$	20.00	
Girl Dance (DJ)	\$	150.00	Ck#2754
Total Expenses	\$	1,763.12	

Balance (\$1,626.95)

Robert Down PTA

in account \$56,010.49 (3/2/20)

Treasurer Report 2/9/20-3/2/20**Income/Deposits**

Dine Out	\$	249.33	Johnny Rockets, Nancy Deans
membership	\$	45.00	
yearbook	\$	455.00	
Amazon Smile	\$	39.66	
Total income	\$	788.99	

Expenses

STEM night/Pechar	\$	673.00	ck# 2757
Teacher Endowment	\$	342.47	Ck# 2755,56
Zee/Theater costumes	\$	200.99	Ck#2758
Zee/ PTA member party	\$	46.61	Ck#2759
	\$	1,263.07	

Total Expenses**Balance** **(\$474.08)**

Robert Down PTA

Treasurer Report 3/1-4/8/20

in account \$56,527.32 (4/8/20)

Income/Deposits

Raffle	\$ 253.00
daughter dance donation	\$ 201.00
cash	\$ 1,736.00
Total income	\$ 2,190.00

Expenses

bank fee	\$ 10.00
science stem night	\$ 673.30
teacher endowment	2237.18
bingo night bid sheets	\$71.44
girl dance	128.12
ice cream party member drive	46.61
jungle books costumes	200.99
Total Expenses	\$ 3,367.64

Projected expense remaining or set aside assuming no other income coming in this year

teacher warrants	6000
yearbooks	4500
PE shed	10,000
lunch canaopy (set aside)	20,000
science camp (set aside)	2500
projected balance at in beginning of 20-21	\$13,527

- Consent
 Information/Discussion
 Action/Discussion
 Public Hearing

SUBJECT: Review of Legal Fees for 2019-20

DATE: June 18, 2020

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

RECOMMENDATION:

The District Administration recommends that the Board review legal fees expended from July 1, 2019 through May 11, 2020.

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 this school year. The spreadsheet has a breakdown of these general categories:

- General Student fees & costs
- Mandated cost
- Special Education Fees & Costs
- Employee cases
- General Board governance fees & costs
- General Facilities and Business fees & costs
- General Technology fees & costs

Details of names and descriptions are redacted to provide confidentiality and privacy.

FISCAL IMPACT:

As for May 11, 2020, the District has paid \$81,248.08 in legal costs and fees to the law firm of Lozano Smith.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT												
2019-20 Lozano Smith Legal Fees												
For Periods: 7/1/2019 to 5/11/2020												
Description	July	August	September	October	November	December	January	February	March	April	11-May-20	Grand Total
General Student Fees	\$26.00	\$4,266.93	\$491.62	\$0.00	\$28.50	\$342.00	\$0.00	\$874.00	\$484.50	\$515.37	\$1,192.72	\$8,221.64
General Student Costs	\$0.00	\$11.50	\$12.18	\$0.00	\$11.60	\$1.75	\$0.00	\$1.75	\$1.25	\$0.00	\$0.00	\$40.03
General Labor & Employment Fees	\$413.00	\$0.00	\$370.50	\$1,453.50	\$399.00	\$1,425.00	\$1,510.50	\$1,140.00	\$484.50	\$1,311.00	\$142.50	\$8,649.50
General Labor & Employment Costs	\$0.00	\$0.00	\$0.00	\$10.25	\$0.00	\$14.00	\$27.00	\$5.00	\$9.00	\$8.25	\$0.00	\$73.50
General Legal Matters Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$712.50	\$871.62	\$550.05	\$142.50	\$1,140.00	\$969.00	\$0.00	\$4,385.67
General Legal Matters Costs	\$155.35	\$0.00	\$0.00	\$0.00	\$2.00	\$1.75	\$26.31	\$0.00	\$26.00	\$3.00	\$0.00	\$214.41
Mandated Cost: Labor Issues Fees	\$0.00	\$0.00	\$427.50	\$0.00	\$85.50	\$85.50	\$342.00	\$228.00	\$940.50	\$2,736.00	\$1,425.00	\$6,270.00
Mandated Cost: Labor Issues Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$4.50	\$18.75	\$1.20	\$24.45
Mandated Cost: Brown Act Agenda Prep Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$114.00	\$0.00	\$0.00	\$114.00
Mandated Cost: Brown Act Agenda Prep Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Mandated Cost: Public Records Act Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$156.76	\$0.00	\$0.00	\$156.76
Mandated Cost: Public Records Act Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.50
Special Education Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$583.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$583.78
Special Education Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$13.00
Employee case - Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$399.00	\$456.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$855.00
Employee case - Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$6.75	\$3.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$10.50
Special Education Matters Fees	\$1,516.00	\$437.00	\$0.00	\$3,253.75	\$561.92	\$1,453.50	\$114.00	\$0.00	\$895.38	\$2,166.00	\$0.00	\$10,397.55
Special Education Matters Costs	\$0.00	\$39.41	\$0.00	\$27.55	\$2.50	\$0.00	\$7.34	\$0.00	\$0.00	\$4.75	\$0.00	\$81.55
Student Residency Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$199.50	\$0.00	\$0.00	\$0.00	\$0.00	\$199.50
Student Residency Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Education Fees	\$428.00	\$302.10	\$0.00	\$28.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$758.60
Special Education Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Special Education Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$28.50	\$0.00	\$28.50
Special Education Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
DFEH Complaint Fees	\$3,179.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$66.97	\$0.00	\$0.00	\$0.00	\$0.00	\$3,246.47
DFEH Complaint Costs	\$0.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$0.00	\$1.25
Discrimination Complaint Fees	\$649.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$649.00
Discrimination Complaint Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Employee case - Fees	\$787.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$787.00
Employee case - Costs	\$46.78	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$46.78
General Board Governance Fees	\$4,104.50	\$513.00	\$1,852.50	\$5,415.00	\$1,881.00	\$456.00	\$2,724.13	\$655.50	\$684.00	\$684.00	\$2,638.62	\$21,608.25
General Board Governance Costs	\$113.70	\$8.10	\$4.00	\$34.65	\$47.75	\$2.25	\$14.50	\$3.25	\$24.13	\$1.00	\$0.00	\$253.33
General Facilities and Business Fees	\$0.00	\$0.00	\$399.00	\$0.00	\$1,742.77	\$0.00	\$0.00	\$171.00	\$1,368.00	\$2,895.12	\$0.00	\$6,575.89
General Facilities and Business Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$3.25	\$0.00	\$0.00	\$0.00	\$21.75	\$0.75	\$0.00	\$25.75
General Litigation Fees	\$29.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$427.50	\$0.00	\$660.73	\$132.53	\$1,250.26
General Litigation Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
General Technology Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,686.73	\$4,038.93	\$5,725.66
General Technology Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Total Fees	\$11,132.50	\$5,519.03	\$3,541.12	\$10,150.75	\$6,393.97	\$5,089.62	\$5,507.15	\$3,638.50	\$6,267.64	\$13,652.45	\$9,570.30	\$80,463.03
Total Costs	\$316.33	\$59.01	\$16.18	\$72.45	\$86.85	\$23.50	\$75.90	\$10.00	\$87.13	\$36.50	\$1.20	\$785.05
Grand Total	\$11,448.83	\$5,578.04	\$3,557.30	\$10,223.20	\$6,480.82	\$5,113.12	\$5,583.05	\$3,648.50	\$6,354.77	\$13,688.95	\$9,571.50	\$81,248.08
Fees = attorney fees												
Costs = mileage, copying, etc												

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

SUBJECT: Future Agenda Items

DATE: June 18, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the June 18, 2020 Regular Board Meeting:

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