

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

Trustees

*John Paff, President
Brian Swanson, Clerk
Debbie Crandell
Cristy Dawson
Jon Walton
Parker Llantero, Student Rep*

DATE: Thursday, May 2, 2019

TIME: 6:00 p.m. Closed Session
7:00 p.m. Open Session

LOCATION: 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

II. CLOSED SESSION

- A. Identify Closed Session Topics

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

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

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 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.

3. Continue Superintendent Evaluation

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)]
3. Continue Superintendent Evaluation

B. Pledge of Allegiance

IV. RECOGNITION

Recognition for Honored Employees

| |
|--------------------|
| Abel Mandujano |
| Amanda Bradley |
| Amy Riedel |
| Angela Lippert |
| Audrey Kitayama |
| Beth Cina |
| Bobby Howell |
| Bonnie Pieper |
| Brad Woodyard |
| Celia Lara |
| Cheri Diehl |
| Chinanit Kershner |
| Christina Renteria |
| Cindy Waznis |

| |
|--------------------|
| Cliff Houston |
| Danielle Davenport |
| David Jones |
| Fran Petty |
| Irene Valdez |
| Issac Rubin |
| Jacqueline Perkins |
| Janet Light |
| Janine Olin |
| Jared Masar |
| Jeff Gray |
| Jeff Stutzman |
| Jenna Hall |
| Jennifer Fuqua |

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|--------------------|
| Jodi Bitter |
| Juliana Dacuyan |
| Julie Kelly |
| Kari Serpa |
| Kathryn Yant |
| Katie Kreeger |
| Kirsten Stember |
| Kris Stejskal |
| Kristin Paris |
| Kyle Villavicencio |
| Larry Haggquist |
| Lauren Davis |
| Linda Lyon |
| Linda Williams |

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| Lisa Voorhees |
| Margaret Rice |
| Marlene Roman |
| Mary Hiserman |
| Maryn Sanchez |
| Melissa Andersen |
| Michel Knight |
| Michelle Cadigan |
| Michelle Ford |
| Monica Valero |
| Nancy Bernahl |
| Nathan Welch |
| Pam Chrislock |
| Patti Odell |

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|-----------------|
| Patty Bloomer |
| Rachel McNickel |
| Roberto Dixon |

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|---------------|
| Sarah Gordon |
| Shauna Cooper |
| Sheri Deeter |

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| Stephanie Perlstein |
| Summer Coe |
| Summer Wright |

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|---------------------|
| Tony Molinski |
| Vanessa Villalpando |

V. COMMUNICATIONS

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

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

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.*

- | | Page |
|--|------|
| A. <u>Minutes of April 25, 2019 Board Meeting</u> Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented. | 6 |
| B. <u>Certificated Assignment Order #15</u> Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #15. | 14 |
| C. <u>Acceptance of Donations</u> Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below. | 16 |
| D. <u>Warrant Schedules No. 607</u> 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. | 17 |

- E. Contract for Services to DMA Sports Design Group, LLC 19
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with DMA Sports Design Group, LLC for Pacific Grove High School stadium field testing.
- F. Payment to Santa Clara Swim Club 25
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the payment of \$30,000 to the Santa Clara Swim Club.

Move: _____ Second: _____ Vote: _____

VIII. ACTION/DISCUSSION

- A. Food Service Update 26
 Recommendation: (Song Chin-Bendib, Assistant Superintendent; Dianne Hobson, Nutrition Director) The District Administration recommends the Board review and provide direction concerning the Food Service Department and meal prices.

Move: _____ Second: _____ Vote: _____

- B. 2019-20 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP) 27
 Recommendation: (Shane Steinback, Pacific Grove High School Assistant Principal) The District Administration recommends that the Board review and approve the 2019-20 College and Career Access Pathways Partnership Agreement (CCAP) between the Monterey Peninsula Community College District (MPCCD).

Move: _____ Second: _____ Vote: _____

- C. California School Board Association Board Self Evaluation Process 57
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review the California School Board Association Board Self-Evaluation process and provide direction to Administration.

Move: _____ Second: _____ Vote: _____

- D. Update to Board Policy 1321- Solicitation of Funds From and By Students 63
 Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the updates to Board Policy 1321 Solicitation of Funds From and By Students.

Move: _____ Second: _____ Vote: _____

- E. Board Calendar/Future Meetings 69
 Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Vote: _____

IX. INFORMATION/DISCUSSION

- A. California Health Standards and California Healthy Youth Act of 2016 73
Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration recommends the Board review the information presented on the implementation of the Health Standards and the California Healthy Youth Act of 2016.

Board Direction: _____

- B. New Facilities General Obligation Bond Study 84
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and provide feedback concerning the next steps for a new facilities General Obligation (GO) Bond study.

Board Direction: _____

- C. Future Agenda Items 85
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

Affordable Housing Project Impacts to District- Property Tax (In progress)
Special Budget Meeting (May 16, 2019)
District Field Trips Review (June 2019)
Counseling Study Continued (Contingent Upon Results Of Board Budget Study)
Update to Policy and Regulation 6145 Extracurricular and Co-Curricular Activities

Board Direction: _____

X. ADJOURNMENT

The next Board meeting will be a Special Board meeting on Thursday, May 16, 2019- District Office

The next Regular Board meeting will be on Thursday, May 23, 2019 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of April 25, 2019 – District Office

I. OPENED BUSINESS

- A. Called to Order 6:01 p.m.

- B. Roll Call
 - Absent President: Trustee Paff
 - Clerk: Trustee Swanson
 - Trustees Present: Trustee Crandell
Trustee Dawson
Trustee Walton
 - Administration Present: Superintendent Porras
Asst. Superintendent Chin-Bendib
 - Board Recorder: Mandi Ackerman
 - Student Board Member: Anthony Biandi

C. Adopted Agenda

MOTION Dawson/Crandell to adopt agenda as presented.
Public comment: none
Motion CARRIED 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

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

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 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.

3. Continue Superintendent Evaluation

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 6:03 p.m.

III. RECONVENED IN OPEN SESSION 7:06 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]

The Board discussed this item.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)]

The Board discussed this item.

3. Continue Superintendent Evaluation

The Board did not discuss this item.

- B. Pledge of Allegiance

Led By: Trustee Crandell

IV. PRESENTATION

Community Human Services CEO Robin McCrae presented the history and services offered at Community Human Services, in honor of Community Human Services 50th anniversary. Board of Directors Trustee Harvey Kuffner also spoke briefly to the Board.

Public Comment:

A member of the public asked how the organization specifically supports the District and students. McCrae responded to the question.

V. COMMUNICATIONS

- A. Written Communication

The Board received written communication regarding AP French, budget cuts, class sizes and the California Healthy Youth Act.

- B. Board Member Comments

Pacific Grove High School Student Representative Anthony Biandi updated the Board on the events and activities at Pacific Grove High School.

Trustee Walton thanked the teachers, parents and Administrators for the open house.

Trustee Dawson attended the open houses and enjoyed the celebration.

Trustee Swanson attended the Robert Down Elementary School open house, noting it was a fantastic presentation. Trustee Swanson also enjoyed Spamalot at Pacific Grove High School.

- C. Superintendent Report

Superintendent Porras thanked Robin McCrae and Harvey Kuffner of Community Human Services, noted the breakfast event he attended along with Trustee Dawson.

Congratulated Forest Grove Elementary School and Robert Down Elementary School open houses, thanking both schools for the tremendous job.

Forest Grove Elementary School DARE graduation, which was wonderful and the District is excited about the DARE K-12 program coming to the District.

Note regarding facilities- one of the heaters at the Pacific Grove High School pool is broken.

D. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove High School Principal Matt Bell invited the Board to the musical Going Up, which was written, produced, acted and directed by students. Also noted Parent Evening Presentation - Dr. Susan Swick from the new Ohana Center at Carmel.

Forest Grove Elementary School Teacher Jeanie DeTomaso spoke about the positive negotiating team. Shared the incredible work of Pacific Grove Middle School Teacher Wendy Milligan in her 6th grade class.

Pacific Grove High School Teacher Kathy Buller thanked the Board for their time, advocated for reinstating language instruction at Pacific Grove Middle School, spoke about Pacific Grove High School sections being offered.

Pacific Grove High School Counselor Michelle Cadigan spoke about the English Language support needed.

Pacific Grove Middle School Principal Sean Roach invited the Board to attend the honors night, and noted Community Human Services counselors come to the campus once a week for student support.

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A Pacific Grove High School student thanked the Board in advance for their consideration in adding the Calculus BC class to the Pacific Grove High School Master Schedule.

The following parents and community members spoke out against comprehensive sexuality education and Planned Parenthood teaching in schools:

Kelly Schenkoske, Peter, Dawn, Lisa, Josey Schenkoske, Rudy Fischer, Jeff Gorman, Marylyn.

The following parents and community members spoke out in support of the California Healthy Youth Act and the comprehensive sexuality education in schools:

Shannon McCarty, Katrina McFarland.

VII. CONSENT AGENDA

- A. Minutes of April 4, 2019 Board Meeting
- B. Certificated Assignment Order #14
- C. Classified Assignment Order #13
- D. Acceptance of Donations
- E. Out of County or Overnight Activities
- F. Cash Receipts Report No. 4
- G. Revolving Cash Report No. 4
- H. Contract for Services with Gary Stotz for Pacific Grove Middle School
- I. Contract for Services with Whitson Engineers at Pacific Grove Middle School
- J. Contract for Services with Stark Leak Detection
- K. Contract for Services with Miracle Play Systems at Pacific Grove Adult School Daycare Playground
- L. Contract for Services to Miracle Play Systems at Pacific Grove Adult School Outdoor Classroom

- M. Contract for Services with Robin Winfield for Art Lessons at Robert Down Elementary School
- N. Contract for Services with Pacific Monarch LTD for Pacific Grove Middle School
- O. Approval of Actuarial Study of Retiree Health Liabilities Under GASB 74/75
- P. Forest Grove Elementary School Site Handbook
- Q. Robert Down Elementary School Site Handbook
- R. Pacific Grove Middle School Site Handbook
- S. Pacific Grove High School Site Handbook
- T. Pacific Grove Community High School Site Handbook
- U. Pacific Grove Adult Education Site Handbook

Trustee Walton pulled the following items: B, C, I, J, K, L, N, P, Q.

MOTION Dawson/Walton to approve consent agenda as amended.

Public comment: none

Motion CARRIED 3 – 1

VIII. ACTION/DISCUSSION

- A. Certificated Assignment Order #14

Trustee Walton expressed concerns over summer school budget, noting insufficient background and cost. The Board discussed with Director of Human Resources Billie Mankey and Forest Grove Elementary School Principal Buck Roggeman. Assistant Superintendent Chin-Bendib provided further information.

MOTION Walton/Dawson to approve the Certificated Assignment Order #14.

Public comment: none

Motion CARRIED 4 – 0

- B. Classified Assignment Order #13

Further information was presented by staff.

MOTION Dawson/Crandell to approve the Classified Assignment Order #13.

Public comment: none

Motion CARRIED 4 – 0

- C. Contract for Services with Whitson Engineers at Pacific Grove Middle School

Trustee Walton asked about the terms of the contract and payment details.

MOTION Walton/Dawson to approve the Contract for Services with Whitson Engineers at Pacific Grove Middle School.

Public comment: none

Motion CARRIED 4 – 0

D. Contract for Services with Stark Leak Detection

Trustee Walton asked about the terms of the contract and payment details.

MOTION Walton/Dawson to approve the Contract for Services with Stark Leak Detection.

Public comment: none

Motion CARRIED 4 – 0

E. Contract for Services with Miracle Play Systems at Pacific Grove Adult School Daycare Playground

Trustee Walton asked about the terms of the contract and payment details, expressed concerns over contracts and clarity and consistency.

MOTION Walton/Dawson to approve the Contract for Services with Miracle Play Systems at Pacific Grove Adult School Daycare Playground.

Public comment: none

Motion CARRIED 4 – 0

F. Contract for Services to Miracle Play Systems at Pacific Grove Adult School Outdoor Classroom

MOTION Dawson/Crandell to approve the Contract for Services to Miracle Play Systems at Pacific Grove Adult School Outdoor Classroom.

Public comment: none

Motion CARRIED 4 – 0

G. Contract for Services with Pacific Monarch LTD for Pacific Grove Middle School

Trustee Walton expressed concerns that the contract for services is retroactive, asked that in the future it be noted on the cover sheet.

MOTION Walton/Dawson to approve the Contract for Services with Pacific Monarch LTD for Pacific Grove Middle School.

Public comment: none

Motion CARRIED 4 – 0

H. Forest Grove Elementary School Site Handbook

Trustee Walton expressed concerns over the quality of the handbooks, saying edits are necessary. The Board discussed and will provide feedback to the Superintendent for possible revisions.

MOTION Crandell/Swanson to approve the Forest Grove Elementary School Site Handbook as presented and to allow for edits going forward.

Public comment: none

Motion CARRIED 2 – 2

MOTION Swanson/Crandell to bring back the Forest Grove Elementary School Site Handbook with edits to the May 23 Board meeting.

Public comment: none

Motion CARRIED 3 – 1

I. Robert Down Elementary School Site Handbook

Public comment:

Pacific Grove High School Principal Matt Bell noted that their school site handbook comes to a committee for review.

Teacher DeTomaso asked for clarification around the Discipline plan, and asked where it would be located in the handbook.

MOTION Swanson/Dawson to bring back the Robert Down Elementary School Site Handbook with edits to the May 23 Board meeting.

Motion CARRIED 3 – 1

A J. Resolution No. 1027 “Teacher Appreciation Week” and “California Day of the Teacher”

MOTION Dawson/Swanson to approve the Resolution No. 1027 “Teacher Appreciation Week” and “California Day of the Teacher”.

Public comment: none

Motion CARRIED 4 – 0 by roll call vote

B K. Resolution No. 1028 Classified School Employee Week

MOTION Crandell/Dawson to approve the Resolution No. 1028 Classified School Employee Week.

Public comment: none

Motion CARRIED 4 – 0 by roll call vote

€ L. California School Board Association Delegate Assembly Run-Off Election

Public comment:

Monterey Peninsula Unified School District Trustee and California School Board Association Delegate Assembly Run-Off Election candidate John Hill spoke to the Board of his skills, diversity of experience and respectfully requested the Board’s vote.

MOTION Swanson/Walton to vote for John Hill for the California School Board Association Delegate Assembly.

Motion CARRIED 3 – 1

Ð M. Athletic Director Job Description

The Board discussed this item.

MOTION Dawson/Crandell to approve the Athletic Director Job Description.

Public comment: none

Motion CARRIED 4 – 0

£ N. Pacific Grove High School Master Schedule Projections for 2019-20

The Board discussed concerns over class sizes and budget concerns. The Board discussed adding Calculus BC to the schedule, questioned removing study hall or an elective in favor of adding Calculus BC.

MOTION Crandell/Dawson to extend the meeting to 11 p.m.

Public comment: none

Motion CARRIED 4 – 0

Public comment:

Former Trustee Beth Shammas said the Board is micromanaging and it is not appropriate, that the schools are in competition with local private schools, and that the budget should be determined by what the Superintendent is telling the Board.

Pacific Grove High School Teacher and Math Department Chair Sally Richmond explained the history of the math department and the plan for the department.

Member of the public told the Board not to mess with a good thing and that it was cool.

MOTION Crandell/Dawson to reduce the Int. Math I from six classes to five classes and add one section to Calculus BC.

Public comment: none

Motion CARRIED 4 – 0

£ O. Update to Board Policy and Regulation 5144 and Adoption of Exhibit 5144- Student Discipline

The Board asked questions and discussed this item. Input from Pacific Grove Teachers Association President Steve Ibrahim and Shannon McCarty.

Student Services Director Clare Davies spoke on record that there will be individual students with discipline/behavior support that is guided by their IEP and explained the process for dealing with student behavior.

MOTION Crandell/Dawson to approve the Update to Board Policy and Regulation 5144 and Adoption of Exhibit 5144- Student Discipline.

Public comment: none

Motion CARRIED 4 – 0

£ P. Monterey Bay Swim Club Contract

Trustee Walton questioned closing the pool in order to save money.

MOTION Crandell/Dawson to approve the Monterey Bay Swim Club Contract.

Public comment: none

Motion CARRIED 3 – 1

H Q. Food Service Update

The time limit for the meeting expired and this item was moved to the next Board meeting on May 2, 2019.

I R. Board Calendar/Future Meetings

The time limit for the meeting expired and this item was moved to the next Board meeting on May 2, 2019.

IX. INFORMATION/DISCUSSION

A. California Health Standards and California Healthy Youth Act of 2016

The time limit for the meeting expired and this item was moved to the next Board meeting on May 2, 2019.

B. Future Agenda Items

- Affordable Housing Project Impacts to District- Property Tax (In progress)
- Special Budget Meeting (May 16, 2019)
- California School Board Association Board Self Evaluation Process (May 2019)
- District Field Trips Review (June 2019)
- Fund 40 Capital Improvements
- Counseling Study Continued
- Update to Policy and Regulation 6145 Extracurricular and Co-Curricular Activities

The time limit for the meeting expired and this item was moved to the next Board meeting on May 2, 2019.

X. ADJOURNED

11:00 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Certificated Assignment Order #15

DATE: May 2, 2019

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

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RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #15.

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, as noted.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 15
May 2, 2019**

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STIPENDS:

Casey Lyon, Boys' Water Polo Head Coach, Seasonal Stipend \$2,891 General Fund

SUBSTITUTE:

Sarcee Munoz Renteria

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Acceptance of Donations

DATE: May 2, 2019

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

None

Robert H. Down Elementary School

Monterey Peninsula Quilters

\$200 (Stejskal class project)

Colleen Brindle

\$1,000 (Bloomer class)

Pacific Grove Middle School

None

Pacific Grove High School

Various donors to Boys Basketball

\$1,350 (athletics)

Breakers Club

\$4,750 (fall sports)

Breakers Club

\$5,250 (spring sports)

PGHS PTA

\$1,000 (Prom)

Monterey Elks

\$1,000 (athletics)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

PG Pride

\$260 (April grant, Transition class)

Ref: Donations

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Warrant Schedule 607

DATE: May 2, 2019

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 April 1, 2019 through April 30, 2019.

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. 607

Warrants- Payroll

APRIL 2019

| | | | |
|---------------|---------------------------|----|---------------------|
| Certificated- | Regular 04/05/19 | \$ | 0 |
| | Regular 04/10/19 | \$ | 8,166.23 |
| | Regular 04/15/19 | \$ | 0 |
| | Regular 04/30/19 | \$ | 1,723,363.04 |
| | <u>Total Certificated</u> | \$ | <u>1,731,529.27</u> |
| Other- | Regular 04/05/19 | \$ | 0 |
| | Regular 04/10/19 | \$ | 4,020.00 |
| | Regular 04/15/19 | \$ | 0 |
| | Regular 04/30/19 | \$ | 3,735.18 |
| | <u>Total Other</u> | \$ | <u>7,755.18</u> |
| Classified- | Regular 04/05/19 | \$ | 0 |
| | Regular 04/10/19 | \$ | 3,578.78 |
| | Regular 04/15/19 | \$ | 0 |
| | Regular 04/30/19 | \$ | 657,566.04 |
| | <u>Total Classified</u> | \$ | <u>661,144.82</u> |
| | <u>TOTAL PAYROLL</u> | \$ | <u>2,400,429.27</u> |

Warrants- AP

| | | | |
|--|------------|----|---------------------|
| Warrants <u>12469115</u> through <u>12469135</u> | (03/28/19) | \$ | <u>44,679.48</u> |
| Warrants <u>12469799</u> through <u>12469803</u> | (04/02/19) | \$ | <u>54,558.88</u> |
| Warrants <u>12470380</u> through <u>12470419</u> | (04/04/19) | \$ | <u>38,049.67</u> |
| Warrants <u>12472372</u> through <u>12472444</u> | (04/09/19) | \$ | <u>107,683.12</u> |
| Warrants <u>12473172</u> through <u>12473191</u> | (04/11/19) | \$ | <u>21,329.54</u> |
| Warrants <u>12473875</u> through <u>12473893</u> | (04/16/19) | \$ | <u>76,926.19</u> |
| Warrants <u>12474544</u> through <u>12474562</u> | (04/18/19) | \$ | <u>38,420.82</u> |
| Warrants <u>12475083</u> through <u>12475126</u> | (04/23/19) | \$ | <u>117,892.04</u> |
| <u>TOTAL WARRANTS</u> | | \$ | <u>2,899,969.01</u> |

- Consent
Information/Discussion
Action/Discussion

SUBJECT: Contract for Services to DMA Sports Design Group, LLC

DATE: May 2, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with DMA Sports Design Group, LLC for Pacific Grove High School stadium field testing.

BACKGROUND:

When a player falls, the impact is absorbed either by the playing surface or the player's body. The "harder" the surface, the greater the amount of the impact absorbed by the player's body and the likelihood the fall will result in injury. This is especially true with respect to concussions - traumatic injuries to the brain - which can occur when the player's head hits the playing surface..

Impact testing (commonly referred to as g-max testing) measures the shock-attenuation performance of sports surfaces - including synthetic (artificial) turf and natural turf athletic fields. Test results (g-max values) are a ratio: the ratio of the maximum acceleration (deceleration) experienced during an impact, to the normal rate of acceleration due to gravity. The higher the g-max value, the poorer the shock-attenuation performance of the surface. Measuring impact-attenuation is a fundamental tool of athletic field safety testing. It is also useful in assessing the playability of a field.

INFORMATION:

The contract is for GMAX testing of the high school field, a final report, and an overall summary of field conditions. In order to save \$300, staff is taking this contract to the Board after the effective start date of May 1st. However, work has not commenced yet.

FISCAL IMPACT:

Fund 01 General Fund – \$750.00 lump sum of services rendered.

Fee Structure:

\$750.00 if a specific date is requested by the District.

\$450.00 if the District is willing to select a date that works with DMA schedule.

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:

DMA Sports Design Group, LLC

| | | | |
|-------------------------------|------------------|--|--------------|
| CONTRACTOR | | SOCIAL SECURITY NUMBER OR BUSINESS ID # | |
| 5188 Andrew Jackson St | Oceanside | CA | 92057 |
| 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 May 1, 2019 and shall be completed on or before August 30, 2019.
- 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:

Pacific Grove High School Stadium

- **GMAX Testing onsite**
- **Supply written results in final report**
- **Provide an overall summary of the field conditions onsite**

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:

\$750.00 (Seven hundred and fifty dollars and zero cents)

Source of Funds: Fund 14

- 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. -

April 24, 2019

Matt Kelly

Director of Facilities & Transportation
Pacific Grove Unified School District
435 Hillcrest Ave
Pacific Grove CA 93950-4398

RE: GMAX Testing – Pacific Grove High School

Dear Matt Kelly,

Thank you for contacting DMA Sports Design Group, LLC. We appreciate the opportunity to present this proposal to yourself and the School District. We look forward to assisting you with the questions and testing of the fields.

Scope of Services:

- GMAX Testing onsite
- Supply written results in final report
- Provide an overall summary of the field conditions onsite


Fee Structure:

\$750.00 specific date requested by client.

\$450.00 date that works with DMA schedule.

Additional Services upon Request:

- | | |
|---|------------|
| • Manufacture Plant Review of any materials | \$2,500.00 |
| • Additional Site Visits or Meetings | \$750.00 |
| • GMAX Testing or HIC Testing | \$1,000.00 |

office 760.295.9529, cell 760.613.4313 

dmadigeronimo@gmail.com 

www.dmasportsgroup.com 

- Design Review \$50.00/hour
- Field Evaluation \$500.00
- Field Design Contract on pricing
- Design/Product Development Contact for pricing


Please let me know on any additional questions and we look forward to working with your firm in 2019.


Warm Regards,

David DiGeronimo

Vice President

DMA Sports Design Group, LLC

office 760.295.9529, cell 760.613.4313 

dmadigeronimo@gmail.com 

www.dmasportsgroup.com 

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Payment to Santa Clara Swim Club

DATE: May 2, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the payment of \$30,000 to the Santa Clara Swim Club.

BACKGROUND:

The Santa Clara Swim Club (SCSC) has provided free swim lessons to the District fifth and ninth grade students for the school year 2018-19. There was no formal agreement in place with SCSC. As of May 1, 2019 the District has a new contract with Monterey Bay Swim Club.

INFORMATION:

Santa Clara Swim Club sent three invoices for swim lesson classes for students at Forest Grove, Robert Down and the High School. The total hours provided per the invoices are 3,207 hours at \$25 per hour.

Since the District does not have a formal agreement with SCSC, the final payment agreed upon by both parties is \$30,000. Santa Clara Swim Club has paid \$29,200 for rent in Facilitron for use of the pool for its members.

FISCAL IMPACT:

\$30,000 to be offset by the rent collected.

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Food Service Update

DATE: May 2, 2019

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent Business Services;
Dianne Hobson, Nutrition Director

RECOMMENDATION:

The District Administration recommends the Board review and provide direction concerning the Food Service Department and meal prices.

BACKGROUND:

Pacific Grove Unified School District participates in the National School Lunch Program and serves lunch to students at all the schools in the district and breakfast to students at the middle and high school. All meals served meet Federal and State requirements. Meal prices were last increased by \$0.25 at the beginning of the 2016-2017 school year. Each year there is a transfer from the General Fund to the Cafeteria Fund to cover the deficit.

INFORMATION:

Staff will present an overview of the program, highlighting a few areas.

FISCAL IMPACT:

Based on Board direction

- Consent
 Information/Discussion
 Action/Discussion

SUBJECT: 2019-20 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)

DATE: May 2, 2019

PERSON(S) RESPONSIBLE: Shane Steinback, Pacific Grove High School Assistant Principal/
CTE Coordinator

RECOMMENDATION:

The District Administration recommends that the Board review and approve the 2019-20 College and Career Access Pathways Partnership Agreement (CCAP) between the Monterey Peninsula Community College District (MPCCD).

BACKGROUND:

California Assembly Bill 288 (AB 288) established the College and Career Access Pathways Act to authorize California Community College districts to enter into formal partnership agreements with local school districts to expand access to concurrent enrollment opportunities for high school students. The partnership agreement shall outline the terms of their partnership, such as the schedule of eligible courses that can be offered, thresholds for the academic readiness of pupils, protocols for sharing and joint facilities use, and requirements of instructors.

The new California College and Career Indicator (CCI) includes Dual Enrollment in two of its five factors for *Prepared* high school graduates that are considered college and career ready.

INFORMATION:

Pacific Grove High School will be offering nine Dual Enrollment CTE courses during the 2019-20 school year; each will last one semester and take place on the PGHS campus in rooms I-1 (Culinary/Hospitality), N-1 (Networking), and O-3 (Photo): Fall 2019 – IT Essentials (MPC course CSIS 75, 3 Units & CSIS 177A), Culinary Foundations (MPC course HOSP 23, 3 Units), and Photo (MPC course ARPT 12A). Spring 2020 – Intro to Networking (MPC Course CSIS 76, 4 units & CSIS 86) & Practices in Hospitality (HOSP 66, 1 Unit) + Bakeshop; Basic Baking Techniques (HOSP 78, 1 Unit), and Photo (MPC course ART 11A). All courses will be free of charge to PGHS students and will earn them industry certifications. Since these are college-level courses, additional minutes will be required for instruction, but the PGUSD calendar will be used so there will not be any conflicts in breaks/holidays throughout the year. These Dual Enrollment opportunities will allow students to earn college credit without a high-stakes test. More Dual Enrollment courses are planned for the 2020-21 school year.

FISCAL IMPACT:

Two 0.2 FTE's are already in place using the General Fund for all courses; PGUSD will be reimbursed approximately \$16,400 from the MPC. The District will fund the remaining (net cost) \$33,600 for the 2 sections. Subsequent years may provide a higher reimbursement due to the instructor's rate of pay and whether the course uses a PGUSD or MPC employee.

**COLLEGE AND CAREER ACCESS PATHWAYS
A DUAL ENROLLMENT PARTNERSHIP AGREEMENT
2019-2020**

This College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Monterey Peninsula College (“COLLEGE”) a college of the Monterey Peninsula Community College District (“MPCCD”), 980 Fremont Street, Monterey, CA 93940, and Pacific Grove Unified School District hereinafter known as “SCHOOL DISTRICT”.

WHEREAS, the mission of the COLLEGE includes providing educational programs and services that are responsive to the needs of the students and communities within the Monterey Peninsula Community College District; and

WHEREAS, students who complete college credit while enrolled in high school are more likely to earn high school diplomas, to enroll in community colleges and four-year colleges, to attend post-secondary education on a full-time basis, and to complete degrees in those institutions than students without these experiences; and

WHEREAS, SCHOOL DISTRICT is a public school district serving grades K-12 located in Monterey County and within the regional service area of MPCCD, unless otherwise specified and agreed to as specified in Sec. 2 (e); and

WHEREAS, MPCCD and SCHOOL DISTRICT desire to enter into this CCAP Agreement for the purpose of offering or expanding dual enrollment opportunities, consistent with the provisions of AB 288, for high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)

WHEREAS, instruction will comply with the student selection standards, curriculum guidelines, recommendations and procedures promulgated by applicable law, the California Community College Chancellor’s Office and COLLEGE;

NOW THEREFORE MPCCD and SCHOOL DISTRICT agree as follows:

1. TERM OF AGREEMENT

- 1.1 The term of this CCAP Agreement shall be for one year beginning on July 1, 2019 and ending on June 30, 2020, and requires annual renewal each year by July 1, unless otherwise terminated in accordance with Section 19 of this Agreement.
- 1.2 This CCAP Agreement outlines the terms of the Agreement. The CCAP Agreement Appendix shall specify additional detail regarding, but not be limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses. The CCAP Agreement Appendix shall also establish protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses. Sec. 2 (c)(1)
- 1.3 The CCAP Agreement Appendix shall identify a point of contact for the participating community college district and school district partner. Sec. 2 (c)(2)
- 1.4 A copy of the COLLEGE AND SCHOOL DISTRICT CCAP Agreement shall be filed with the office of the Chancellor of the California Community Colleges and with the department [California Department of Education] before the start of the CCAP partnership. Sec. 2 (c)(3)
- 1.5 The governing board of each district, at a subsequent open public meeting of that board, shall take comments from the public and approve or disapprove the proposed agreement.
- 1.6 COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2(b)

2. DEFINITIONS

- 2.1 CCAP Agreement Courses - Courses offered as part of this CCAP Agreement shall be community college courses acceptable towards a career technical education credential or certificate, or preparation for transfer, or appropriate to improve high school graduation rates or help high school pupils achieve college and career readiness. All community college courses offered at the SCHOOL DISTRICT have been approved in accordance with the policies and guidelines of MPCCD and applicable law. Sec. 2 (a)
- 2.2 Consistent with AB 288, this CCAP Agreement may include “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 2.3 Pupil or Student - A resident or nonresident student attending high school in California. High school pupils enrolled in a course offered through a CCAP partnership shall not be assessed any fee that is prohibited by section 4901.1

3. STUDENT ELIGIBILITY, SELECTION AND ENROLLMENT, ADMISSION, REGISTRATION, MINIMUM SCHOOL DAY

- 3.1 Student Eligibility - High school students who “may not already be college bound or who are underrepresented in higher education, with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer, improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” Sec. 2 (a) and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” Sec. 1 (d)
- 3.2 Student Selection and Enrollment - Enrollment shall be open to all eligible students as part of the CCAP Agreement who have been admitted to the COLLEGE and who meet all applicable prerequisites. Student selection criteria may be further specified in the CCAP Agreement Appendix. Applicable prerequisite courses, training, or experience and standards required as preparation for courses offered through the CCAP Agreement will be determined by the COLLEGE and shall be in compliance with applicable law and MPCCD standards and policies.
- 3.3 College Admission and Registration - Procedures for students participating in the CCAP Agreement shall be governed by the COLLEGE and shall be in compliance with the admissions and registration guidelines set forth in applicable law and MPCCD policy.
- 3.4 Student Records – It is the responsibility of the student to follow the COLLEGE process when requesting an official COLLEGE transcript for grade submission to the SCHOOL DISTRICT unless otherwise specified in the Appendix.

- 3.5 Priority Enrollment - A COLLEGE participating in this CCAP Agreement may assign priority course registration to a pupil seeking to enroll in a community college course that is required for the pupil's CCAP partnership program that is equivalent to the priority assigned to a pupil attending middle college high school as described in Section 11300 and consistent with middle college high school provisions in Section 76001. Sec. 2 (3)(g)
- 3.6 As part of a CCAP Agreement, a participating community college district shall not provide physical education course opportunities to high school students or any other course opportunities that do not assist in the attainment of the goals associated with career technical education or preparation for transfer, improving high school graduation rates, or helping high school students achieve career and college readiness. Sec. 2 (d)
- 3.7 Students participating in a CCAP Agreement may enroll in up to a maximum of 15 units per term per conditions specified in AB 288, Sec. 2 (p)(1)(2)(3). Specifically, the units must constitute no more than four community college courses per term and be part of an academic program that is part of the Agreement designed to award students with both a high school diploma and an associate degree or certificate or a credential.
- 3.8 Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142.

4. COLLEGE APPLICATION PROCEDURE

- 4.1 The COLLEGE will be responsible for processing student applications.
- 4.2 The COLLEGE will provide the necessary admission and registration forms and procedures; and both COLLEGE and SCHOOL DISTRICT will jointly ensure that each applicant accepted has met all the enrollment requirements, including liability and medical care coverage requirements, if any.
- 4.3 The SCHOOL DISTRICT agrees to assist COLLEGE in the admission and registration of SCHOOL DISTRICT students as may be necessary and requested by COLLEGE.
- 4.4 COLLEGE admission and registration requires that each participating student has completed the COLLEGE enrollment application process.
- 4.5 Participating students enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by California Education Code Sections 49011, 76060.5, 76140, 76223, 76300, 76350, and 79121. Sec. 2 (f)(q)

5. PARTICIPATING STUDENTS

Note: All referenced Sections from AB 288 (Education Code § 76004)

4 | Page

- 5.1 A high school student enrolled in a course offered through a CCAP Agreement shall not be assessed any fee that is prohibited by Education Code Section 49011. See also Sec. 2 (f)(q). The governing board of a community college district participating in a CCAP partnership agreement established pursuant to this article shall exempt special part-time students described in subdivision (p) from the fee requirements in Sections 76060.5, 76140, 76223, 76300, 76350, and 79121.
- 5.2 The total cost of books and instructional materials for SCHOOL DISTRICT students who enroll in a COLLEGE course offered as part of this CCAP Agreement will be specified in the Appendix to this Agreement. Costs will be borne by SCHOOL DISTRICT.
- 5.3 Participating students must meet all MPCCD prerequisite requirements as established by the MPCCD and stated in the COLLEGE catalog before enrolling in a course offered as part of this CCAP Agreement.
- 5.4 Grades earned by students enrolled in courses offered as part of this CCAP Agreement will be posted on the official COLLEGE transcript. Students may submit a request for Pass/No Pass if the course is designated as such in the COLLEGE catalog.
- 5.5 Students enrolled in courses offered as part of this CCAP Agreement will be directed to the official catalog of the COLLEGE for information regarding applicable policies and procedures.
- 5.6 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement will be eligible for student support services, which shall be available to them at the COLLEGE or through the SCHOOL DISTRICT. COLLEGE shall ensure that student support services, including admissions and records, counseling and guidance, assistance with assessment and placement, and tutoring are available to participating students at the COLLEGE. SCHOOL DISTRICT shall ensure that support services, including counseling and guidance, and assistance with assessment and placement are available to students at the SCHOOL DISTRICT.
- 5.7 COLLEGE shall ensure that additional support is available to students with disabilities. Participating students at the COLLEGE must be deemed eligible for services through the COLLEGE program for students with disabilities and will receive only the services authorized by the COLLEGE.
- 5.8 Students who withdraw from courses offered as part of this CCAP Agreement will not receive COLLEGE credit. Students must comply with, and submit appropriate information/paperwork, by all published deadlines. Transcripts will be annotated according to COLLEGE policy.
- 5.9 A course dropped within the MPCCD drop “without a W” deadline will not appear on the SCHOOL DISTRICT or the COLLEGE transcript.

6. CCAP AGREEMENT COURSES

- 6.1 A COLLEGE may limit enrollment in a community college course solely to eligible high school students if the course is offered at a high school campus during the regular school day and the community college course is offered pursuant to a CCAP Agreement. Sec. 2 (o)(1)
- 6.2 Courses offered as part of this CCAP Agreement at the COLLEGE may not limit enrollment in the course solely to high school students. Sec. 2 (o)(1)
- 6.3 The COLLEGE is responsible for all courses and educational programs offered as part of CCAP Agreement regardless of whether the course and educational program is offered on site at the SCHOOL DISTRICT or at the COLLEGE.
- 6.4 The scope, nature, time, location, and listing of courses offered by a COLLEGE shall be determined by COLLEGE with the approval of the Governing Board and will be recorded in the Appendix to this Agreement. Sec. 2 (c)(1)
- 6.5 Courses offered as part of a CCAP Agreement either at the COLLEGE or SCHOOL DISTRICT shall be jointly reviewed and approved.
- 6.6 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be of the same quality and rigor as those offered on COLLEGE campus and shall be in compliance with MPCCD academic standards.
- 6.7 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be listed in the COLLEGE catalog with the same department designations, course descriptions, numbers, titles, and credits.
- 6.8 Courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall adhere to the official course outline of record and the student learning outcomes established by the associated COLLEGE academic department.
- 6.9 Courses offered as part of this CCAP Agreement and taught by SCHOOL DISTRICT instructors are part of an approved Instructional Service Agreement as required by MPCCD Business Procedure.
- 6.10 Courses offered as part of this CCAP Agreement will comply with all applicable regulations, policies, procedures, prerequisites and standards applicable to MPCCD as well as any corresponding policies, practices, and requirements of the SCHOOL DISTRICT. In the event of a conflict between the COLLEGE course related regulations, policies, procedures, prerequisites and standards and SCHOOL DISTRICT policies, practices and requirements, the COLLEGE regulations, policies, procedures, prerequisites, and standards, shall prevail.

- 6.11 Site visits and instructor evaluations by one or more representatives of the COLLEGE and/or MPCCD shall be permitted by the SCHOOL DISTRICT to ensure that courses offered as part of this CCAP Agreement in the SCHOOL DISTRICT are the same as the courses offered on the COLLEGE campus and in compliance with MPCCD academic standards. The site visits and instructor evaluation process for any instructor who is also an employee of the SCHOOL DISTRICT will be determined and detailed in an Instructional Service Agreement to be developed in agreement between the COLLEGE and the SCHOOL DISTRICT.
- 6.12 A student's withdrawal prior to completion of a course offered as part of this CCAP Agreement shall be in accordance with MPCCD and COLLEGE guidelines, policies, pertinent statutes and regulations.
- 6.13 Supervision and evaluation of students enrolled in courses offered as part of this CCAP Agreement shall be in accordance with MPCCD guidelines, policies, pertinent statutes, and regulations.
- 6.14 COLLEGE has the sole right to control and direct the instructional activities of all instructors teaching college courses, including those who are SCHOOL DISTRICT employees.
- 6.15 Degree and Certificate programs that are included in the CCAP agreement must have been approved by the California Community College Chancellor's Office and courses that make up the programs must be part of the approved programs.
- 6.16 COLLEGE and SCHOOL DISTRICT will collaborate to identify tools and resources (ex. rubrics) that will allow SCHOOL DISTRICT to provide remedial support that will allow students to meet college level requirements for COLLEGE courses.

7. INSTRUCTOR(S)

- 7.1 All instructors teaching COLLEGE courses offered as part of this CCAP Agreement must meet the minimum qualifications for instruction in a California community college as set forth in Title 5 California Code of Regulations, Sections 53410 and 58060 or as amended.
- 7.2 The CCAP Agreement Appendix shall specify which participating SCHOOL DISTRICT or COLLEGE will be the employer of record for purposes of assignment monitoring and reporting to the county office of education. Sec. 2 (m)(1)
- 7.3 This CCAP Agreement specifies the SCHOOL DISTRICT will assume reporting responsibilities pursuant to applicable federal teacher quality mandates. Sec. 2 (m)(2)
- 7.4 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.
- 7.5 Instructors who teach COLLEGE courses offered as part of this CCAP Agreement must provide the supervision and control reasonably necessary for the protection of the health and safety of students and may not have any other assigned duty during the instructional activity.
- 7.6 Instructors who teach COLLEGE courses shall comply with the fingerprinting requirements set forth in Ed Code § 45125 and/or Education Code Section 87013 as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 and/or Education Code Section 87408.6 as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to teach any courses offered as part of this CCAP Agreement or otherwise provide services on a SCHOOL DISTRICT site. Instructors shall be employed in accordance with Education Code Sections 87405 et seq. when the COLLEGE is designated the employer of record.
- 7.7 Faculty will complete mandatory training as required by the employer of record.

- 7.8 Prior to teaching, faculty provided by the SCHOOL DISTRICT shall receive discipline-specific training and orientation from COLLEGE regarding, but not limited to, course curriculum, assessment criteria, pedagogy, course philosophy, testing and grading procedures record keeping, and other instructional responsibilities. Said training shall be approved by and provided by the COLLEGE.
- 7.9 Prior to teaching, faculty provided by the COLLEGE shall receive training and orientation from SCHOOL DISTRICT regarding, but not limited to, SCHOOL DISTRICT policies, practices and requirements. Said training shall be approved by and provided by the SCHOOL DISTRICT.

- 7.10 Faculty provided by the SCHOOL DISTRICT are eligible to participate in professional development activities sponsored by the COLLEGE as required by the terms and condition of the contract and shall be encouraged to participate in ongoing collegial interaction to include, but not limited address course content, course delivery, assessment, evaluation, and/or research and development in the field. Adjunct faculty are not required to participate in these activities however, they are encouraged to participate.
- 7.11 Performance of faculty members employed by the COLLEGE shall be evaluated by the COLLEGE using the existing procedures as outlined in Article 14 – Evaluation of the Agreement between Monterey Peninsula Community College District (MPCCD) and Monterey Peninsula College Teachers Association (MPCTA). In cases where a faculty member is employed by the SCHOOL DISTRICT to teach AB288 courses, the performance expectations and evaluation process will be detailed in an Instructional Service Agreement between the COLLEGE and SCHOOL DISTRICT. The Agreement between MPCCD and the Monterey Peninsula College Teachers Association (MPCTA) is available at <http://www.mpc.edu/home/showdocument?id=5521>.
- 7.12 The COLLEGE may select instructors from SCHOOL DISTRICT personnel. SCHOOL DISTRICT personnel selected to be instructors remain employees of the SCHOOL DISTRICT, subject to the authority of the SCHOOL DISTRICT, but will also be subject to the authority of MPCCD specifically with regard to their duties as instructors of record for the college course.
- 7.13 The COLLEGE shall determine the number of instructors, the ratio of instructors to students, and the subject areas of instruction, subject to approval by MPCCD.

8. ADDITIONAL PERSONNEL AND VOLUNTEERS

- 8.1 COLLEGE and SCHOOL DISTRICT must individually designate an employee to coordinate efforts to comply with and carry out each entity's responsibilities under Title IX of the Education Amendments of 1972. Upon receipt of a complaint alleging harassment, discrimination or any other violation of law, including but not limited to Title IX, the designated employee from the entity receiving the complaint shall inform and provide a copy of such complaint to the designated employee from the other entity. The designated employees from the COLLEGE and SCHOOL DISTRICT shall review the facts giving rise to the complaint and determine which entity will take the lead on investigating, managing and resolving such complaint. Neither COLLEGE nor SCHOOL DISTRICT may abandon or assign their obligations under the law, including Title IX.

- 8.2 Personnel (including tutors and volunteers) working with students shall comply with the fingerprinting requirements set forth in Ed Code § 45125 or as amended and the tuberculosis testing and risk assessment requirements of California Health and Safety Code § 121525 or as amended. In addition to any other prohibition or provision, no person known to have been convicted of a violent or serious felony shall be eligible to provide services on a SCHOOL DISTRICT site offered as part of this CCAP Agreement.
- 8.3 Personnel and volunteers will complete mandatory training as required by the employer of record.

9. ASSESSMENT OF LEARNING AND CONDUCT

- 9.1 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same standards of achievement as students in courses taught on the COLLEGE campus.
- 9.2 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same grading standards as those expected of students in courses taught on the COLLEGE campus.
- 9.3 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be assessed using the same methods (e.g., papers, portfolios, quizzes, labs, etc.) as students in courses taught on the COLLEGE campus.
- 9.4 Students enrolled in COLLEGE courses offered as part of this CCAP Agreement at the SCHOOL DISTRICT shall be held to the same behavioral standards as those expected of students in courses taught on the COLLEGE campus.

10. LIAISON AND COORDINATION OF RESPONSIBILITIES

- 10.1 The COLLEGE shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between COLLEGE and SCHOOL DISTRICT in conformity with MPCCD policies and standards. Sec. 2 (c)(2)
- 10.2 The SCHOOL DISTRICT shall appoint an educational administrator, to be specified in the Appendix to this CCAP Agreement, who will serve as point of contact to facilitate coordination and cooperation between SCHOOL DISTRICT and COLLEGE in conformity with SCHOOL DISTRICT policies and standards. Sec. 2 (c)(2)
- 10.3 The COLLEGE will provide SCHOOL DISTRICT personnel with reasonable assistance, direction and instruction in how to fulfill their responsibilities under this CCAP Agreement, including conducting appropriate student assessments, outreach/recruitment activities and compliance with MPCCD policy and COLLEGE procedures and academic standards.
- 10.4 The SCHOOL DISTRICT shall provide personnel to perform clerical services and services associated with student outreach and recruitment activities, student assessment and college applications, the enrollment of eligible students and other related services as deemed necessary.

- 10.5 The SCHOOL DISTRICT's personnel will perform services specified in 9.4 as part of their regular assignment. SCHOOL DISTRICT personnel performing these services will be employees of SCHOOL DISTRICT, subject to the authority of SCHOOL DISTRICT, but will also be subject to the direction of COLLEGE, specifically with regard to their duties pertaining to the COLLEGE courses.
- 10.6 This CCAP Agreement requires an annual report as specified in the Appendix, to the office of the Chancellor of the California Community Colleges by each participating COLLEGE and SCHOOL DISTRICT on all the following information: Sec. 2 (t)(1)(A-D)
- The total number of high school students by school site enrolled in each partnership, aggregated by gender and ethnicity, and reported in compliance with all applicable state and federal privacy laws. Sec. 2 (t)(1)(A)
 - The total number of community college courses by course category and type and by school site enrolled in by CCAP partnership participants. Sec. 2 (t)(1)(B)
 - The total number and percentage of successful course completions, by course category and type and by school site, of CCAP partnership participants. Sec. 2 (t)(C)
 - The total number of full-time equivalent students generated by CCAP partnership community college district participants. Sec. 2 (t)(1)(D)

11. APPORTIONMENT

- 11.1 MPCCD shall include the students enrolled in a CCAP Agreement course in its report of full-time equivalent students (FTES) for purposes of receiving state apportionments when the course(s) complies with current requirements for dual enrollment under applicable California law.
- 11.2 For purposes of allowances and apportionments from Section B of the State School Fund, a community college district conducting a closed course on a high school campus shall be credited with those units of full-time equivalent students attributable to the attendance of eligible high school pupils. Sec. 2 (o)(2)
- 11.3 MPCCD shall not receive a state allowance or apportionment for an instructional activity for which the partnering SCHOOL DISTRICT has been, or shall be, paid an allowance or apportionment. Sec. 2 (r)
- 11.4 The attendance of a high school pupil at a community college as a special part-time or full-time student pursuant to this section is authorized attendance for which the community college shall be credited or reimbursed pursuant to Section 48802 or 76002, provided that no school district has received reimbursement for the same instructional activity. Sec. 2 (s)

12. CERTIFICATIONS

- 12.1 The SCHOOL DISTRICT certifies that the direct education costs of the courses offered as part of this CCAP Agreement are not being fully funded through other sources.
- 12.2 MPCCD certifies that it has not received full compensation for the direct education costs for the conduct of the courses offered as part of this CCAP Agreement from other sources.
- 12.3 The SCHOOL DISTRICT agrees and acknowledges that MPCCD will claim apportionment for the SCHOOL DISTRICT students enrolled in community college course(s) under this CCAP Agreement.
- 12.4 This CCAP Agreement certifies that any COLLEGE instructor teaching a course on a SCHOOL DISTRICT campus has not been convicted of any sex offense as defined in Ed Code § 87010 or as amended, or any controlled substance offense as defined in Ed Code § 87011 or as amended. Sec. 2 (h)
- 12.5 This CCAP Agreement certifies that any community college instructor teaching a course at the partnering high school campus has not displaced or resulted in the termination of an existing high school teacher teaching the same course on that high school campus. Sec. 2 (i)

12.6 This CCAP Agreement certifies that a qualified high school teacher teaching a course offered for college credit at a high school campus has not displaced or resulted in the termination of an existing community college faculty member teaching the same course at the partnering community college campus. Sec. 2 (j)

12.7 The COLLEGE certifies that:

- A community college course offered for college credit at the participating SCHOOL DISTRICT does not reduce access to the same course offered at the partnering COLLEGE. Sec. 2 (k)(1)
- A community college course that is oversubscribed or has a waiting list shall not be offered or included in this Agreement. Sec. 2 (k)(2)
- The Agreement is consistent with the core mission of the COLLEGE pursuant to Section 66010.4, and that students participating in this Agreement will not lead displacement of otherwise eligible adults at the COLLEGE. Sec. 2 (k)(3)

12.8 This Agreement certifies that the SCHOOL DISTRICT and COLLEGE comply with local collective bargaining agreements and all state and federal reporting requirements regarding the qualifications of the teacher or faculty member teaching a CCAP Agreement course offered for high school credit. Sec. 2 (l)

13. PROGRAM IMPROVEMENT

13.1 The COLLEGE and the SCHOOL DISTRICT may annually conduct surveys of participating SCHOOL DISTRICT pupils, instructors, principals, and guidance counselors for the purpose of informing practice, making adjustments, and improving the quality of courses offered as part of this CCAP Agreement.

14. RECORDS

14.1 Permanent records of student attendance, grades and achievement will be maintained by SCHOOL DISTRICT for SCHOOL DISTRICT students who enroll in a course(s) offered as part of this CCAP Agreement. Permanent records of student enrollment, grades and achievement for COLLEGE students shall be maintained by COLLEGE.

14.2 Each party shall maintain records pertaining to this CCAP Agreement as may be required by federal and state law. Each party may review and obtain a copy of the other party's pertinent records subject to federal and state privacy statutes.

15. REIMBURSEMENT

15.1 The financial arrangements implied herein may be adjusted annually by a duly adopted written Appendix to this CCAP Agreement.

16. FACILITIES

- 16.1 The SCHOOL DISTRICT will provide adequate classroom space at its facilities, or other mutually agreed upon location, to conduct the instruction and do so without charge to MPCCD or students. SCHOOL DISTRICT agrees to clean, maintain, and safeguard SCHOOL DISTRICT's premises. SCHOOL DISTRICT warrants that its facilities are safe and compliant with all applicable building, fire, and safety codes.
- 16.2 The SCHOOL DISTRICT will furnish, at its own expense, all course materials, specialized equipment, books and other necessary equipment for all SCHOOL DISTRICT students. The parties understand that such equipment and materials are SCHOOL DISTRICT's sole property. The instructor shall determine the type, make, and model of all equipment, books and materials to be used during each course offered as part of this CCAP Agreement. SCHOOL DISTRICT understands that no equipment or materials fee may be charged to students except as may be provided for by Education Code 49011.
- 16.3 The COLLEGE facilities may be used subject to mutually agreement by the parties as expressed in the Appendix to this Agreement.

17. INDEMNIFICATION

- 17.1 The SCHOOL DISTRICT agrees to and shall indemnify, save and hold harmless the COLLEGE and MPCCD and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of SCHOOL DISTRICT's performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the SCHOOL DISTRICT, its officers, employees, independent contractors, subcontractors, agents and other representatives.
- 17.2 The MPCCD agrees to and shall indemnify, save and hold harmless the SCHOOL DISTRICT and its governing board, officers, employees, administrators, independent contractors, subcontractors, agents and other representatives from any and all claims, demands, liabilities, costs, expenses, damages, causes of action, losses, and judgments, arising out of MPCCD and COLLEGE'S performance of this Agreement. The obligation to indemnify shall extend to all claims and losses that arise from the negligence of the MPCCD and COLLEGE its officers, employees, independent contractors, subcontractors, agents and other representatives.

18. INSURANCE

- 18.1 The SCHOOL DISTRICT, in order to protect the MPCCD, its agents, employees and officers against claims and liability for death, injury, loss and damage arising out of or in any manner connected with the performance and operation of the terms of this agreement, shall secure and maintain in force during the entire term of this agreement, insurance coverage or an approved program of self-insurance in the amount of not less than ONE MILLION DOLLARS (\$1,000,000) per incident, and property damage insurance of not less than ONE HUNDRED THOUSAND DOLLARS (\$100,000) per accident with an admitted California insurer duly licensed to engage in the business of insurance in the State of California, or public entity risk management Joint Powers Authority, authorized to provide public liability and property damage insurance in the state of California. Said policy of insurance, insurance coverage through a public entity risk management JPA or program of self-insurance shall expressly name the COLLEGE and MPCCD, its agents, employees and officers as an additional insured for the purposes of this Agreement. A certificate of insurance including such endorsement shall be furnished to the COLLEGE and to MPCCD.
- 18.2 For the purpose of Workers' Compensation, SCHOOL DISTRICT shall be the "primary employer" for all its personnel who perform services as instructors and support staff. SCHOOL DISTRICT shall be solely responsible for processing, investigating, defending, and paying all workers' compensation claims by their respective SCHOOL DISTRICT personnel made in connection with performing services and receiving instruction under this Agreement. SCHOOL DISTRICT agrees to hold harmless, indemnify, and defend COLLEGE and MPCCD, its directors, officers, agents, and employees from any liability resulting from its failure to process, investigate, defend, or pay any workers' compensation claims by SCHOOL DISTRICT personnel connected with providing services under this Agreement. SCHOOL DISTRICT is not responsible for non-School District personnel who may serve as instructors or students who are not affiliated with the SCHOOL DISTRICT.

19. NON-DISCRIMINATION

- 19.1 Neither the SCHOOL DISTRICT nor the COLLEGE and MPCCD shall discriminate on the basis of race or ethnicity, gender, nationality, physical or mental disability, sexual orientation, religion, or any other protected class under California State or federal law.

20. TERMINATION

- 20.1 Either party may terminate this Agreement by giving written notice specifying the effective date and scope of such termination. The termination notice must be presented by January 15 for the following fall semester and by September 1 for the following spring semester. Written notice of termination of this Agreement shall be addressed to the responsible person listed in Section 21 below.

21. NOTICES

21.1 Any and all notices required to be given hereunder shall be deemed given when personally delivered or deposited in the U.S. Mail, postage to be prepaid, to the following addresses:

COLLEGE

Monterey Peninsula College

980 Fremont Street

Monterey, CA 93940

Attn: Laurence E. Walker - Vice President of Student Services

SCHOOL DISTRICT

Pacific Grove Unified School District

435 Hillcrest Ave.

Pacific Grove, CA 93950

Attn: Shane Steinback, Pacific Grove High School Assistant Principal

22. INTEGRATION

22.1 This CCAP Agreement sets forth the entire agreement between the Parties relating to the subject matter of this CCAP Agreement. All agreements or representations, express or implied, oral or written, of the Parties with regard to the subject matter hereof are incorporated into this Agreement.

23. MODIFICATION AND AMENDMENT

23.1 No modifications or amendments of any of the terms or provisions of this CCAP Agreement shall be binding unless made in writing and signed by the Parties.

24. GOVERNING LAWS

24.1 This agreement shall be interpreted according to the laws of the State of California.

25. COMMUNITY COLLEGE DISTRICT BOUNDARIES

25.1 For locations outside the geographical boundaries of MPCCD, COLLEGE will comply with the requirements of Title 5 of the California Code of Regulations, Sections 53000 et seq. or as amended, concerning approval by adjoining high school or community college districts and use of non-district facilities.

26. SEVERABILITY

26.1 This CCAP Agreement shall be considered severable, such that if any provision or part of the CCAP Agreement is ever held invalid under any law or ruling, that provision or part of the CCAP Agreement shall remain in force and effect to the extent allowed by law, and all other provisions or parts shall remain in full force and effect.

27. COUNTERPARTS

27.1 This CCAP Agreement may be executed by the parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute one and the same instrument.

Executed on _____2019

By: _____
SCHOOL DISTRICT

By: _____
COLLEGE

By: _____
Monterey Peninsula COMMUNITY COLLEGE DISTRICT

APPENDIX

COLLEGE AND CAREER ACCESS PATHWAYS (CCAP) A DUAL ENROLLMENT PARTNERSHIP AGREEMENT

WHEREAS, the College and Career Access Pathways Partnership Agreement (CCAP Agreement) is between Monterey Peninsula College (“COLLEGE”) a college of the Monterey Peninsula Community College District (MPCCD), 980 Fremont Street, Monterey, CA 93940 and Pacific Grove Unified School District (SCHOOL DISTRICT.”) and

WHEREAS, the COLLEGE and the SCHOOL DISTRICT agree to record COLLEGE and SCHOOL DISTRICT specific components of the CCAP Agreement using the Appendix for purposes of addressing mandated reporting requirements to include, but not limited to, the total number of high school students to be served and the total number of full-time equivalent students projected to be claimed by the community college district for those students; the scope, nature, time, location, and listing of community college courses to be offered; and criteria to assess the ability of pupils to benefit from those courses; and Sec. 2 (c)(1)

WHEREAS, the CCAP Agreement Appendix shall also be used to record protocols for information sharing in compliance with all applicable state and federal privacy laws, joint facilities use, and parental consent for high school pupils to enroll in community college courses; and Sec. 2 (c)(1)

WHEREAS, participation in the CCAP Agreement is consistent with the core mission of the community colleges pursuant to Section 66010.4, and that pupils participating in a CCAP Agreement will not lead to enrollment displacement of otherwise eligible adults in the community college; Sec. 2 (k)(3)

NOW THEREFORE, MPCCD and SCHOOL DISTRICT agree as follows:

1. CCAP AGREEMENT

- a. COLLEGE and SCHOOL DISTRICT shall ensure that two public (informational and adoption) meetings are held in the review and approval of this CCAP Agreement. Sec. 2 (b)
- b. COLLEGE shall file this CCAP Agreement with the office of the Chancellor of the California community colleges prior to the start of the partnership. Sec. 2 (c)(2)
- c. COLLEGE and SCHOOL DISTRICT shall review and establish new or amended CCAP Agreements annually on or before **June 30** and follow the protocols set forth in (a) and (b) of this section.
- d. MPCCD, COLLEGE and SCHOOL DISTRICT point of contact: Sec. 2 (c)(2)

| LOCATION | NAME | TELEPHONE | EMAIL |
|----------|---|----------------|-----------------|
| MPCCD: | Laurence E. Walker, Vice-President of Student Services | (831) 646-4191 | lwalker@mpc.edu |

Note: All referenced Sections from AB 288 (Education Code § 76004)

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| | | | |
|------------------|--|-------------------------|---------------------|
| School District: | Shane Steinback, Pacific Grove High School Assistant Principal | (831) 646-6590 ext. 274 | steinback@pgusd.org |
|------------------|--|-------------------------|---------------------|

2. STUDENT SELECTION

- a. Minimum School Day - The SCHOOL DISTRICT shall certify that it shall teach SCHOOL DISTRICT students participating as part of a CCAP Agreement no less than the number of instructional minutes required to complete a minimum school day pursuant to Education Code §§ 46141 and 46142. In all circumstances the COLLEGE shall claim allowable FTES for the enrollment of high school students in a CCAP Agreement community college course.
- b. SCHOOL DISTRICT shall select students consistent with the intent of AB 288 to include: high school students “who may not already be college bound or who are underrepresented in higher education with the goal of developing seamless pathways from high school to community college for career technical education or preparation for transfer improving high school graduation rates, and assisting high school pupils to achieve college and career readiness” *Sec. 2 (a)* and “underachieving students, those from groups underrepresented in postsecondary education, those who are seeking advanced studies while in high school, and those seeking a career technical education credential or certificate.” *Sec. 1 (d)*
- c. COLLEGE and SCHOOL DISTRICT shall certify that participating students will have a signed parental consent form on file with the COLLEGE. *Preamble and Sec. 2 (c)(1)*
- d. COLLEGE and SCHOOL DISTRICT shall certify that participating students may enroll in up to a maximum of 15 unit load per term, the units may not constitute more than four courses per term, the units are part of an academic (educational) program identified as part of this CCAP Agreement and the units are part of an academic (educational) program designed to award students both a high school diploma and an associate degree or a certificate or credential. *Sec. 2 (p)(1-3)*

3. CCAP AGREEMENT EDUCATIONAL PROGRAM(S) AND COURSE(S)

- a. COLLEGE is responsible for all educational program(s) and course(s) and offered as part of this CCAP Agreement whether the educational program(s) and course(s) are offered at the SCHOOL DISTRICT or the COLLEGE.

4. **CCAP AGREEMENT PROGRAM YEAR FALL 2019** - COLLEGE has identified the following: program year, educational program(s) and course(s) to be offered at the said date, time and location; the total number of students to be served and projected FTES; and the instructor and employer of record.

PROGRAM YEAR: 2019-2020 COLLEGE: Monterey Peninsula College

SCHOOL DISTRICT: Pacific Grove Unified School District

~~~~~

A. 1 **HIGH SCHOOL:** Pacific Grove High School **EDUCATIONAL PROGRAM:** Art Photography

|                                           |                       |
|-------------------------------------------|-----------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 17 | TOTAL PROJECTED FTES: |
|-------------------------------------------|-----------------------|

| COURSE NAME                    | COURSE NUMBER | UNITS | TERM        | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD                                                 | LOCATION                                                           |
|--------------------------------|---------------|-------|-------------|------|------------|------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Digital Photography            | ARTP 12A      | 3     | Fall 2019   | TBD  | TBD        | Staff      | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Photography I: Black and White | ARTP 11A      | 3     | Spring 2020 | TBD  | TBD        | Staff      | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students’ educational and career goals. As Pacific Grove High moves toward an Early College High School, the goal is that all students will have completed at least four college courses by the time they graduate from high school. A further goal is that students who choose can graduate from high school having also earned a Certificate of Training and be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students’ time to completion of a postsecondary degree or certificate.

**A. 2 BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

| COURSE NAME                    | TEXT                 | COST   | OTHER INSTRUCTIONAL MATERIALS | COST |
|--------------------------------|----------------------|--------|-------------------------------|------|
| Digital Photography            | No textbook required | \$0.00 |                               |      |
| Photography I: Black and White | No textbook required | \$0.00 |                               |      |

**B. 1 HIGH SCHOOL:** Pacific Grove High School      **EDUCATIONAL PROGRAM:** Computer Networking and Security

|                                           |                       |
|-------------------------------------------|-----------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 45 | TOTAL PROJECTED FTES: |
|-------------------------------------------|-----------------------|

| COURSE NAME                                      | COURSE NUMBER | UNITS | TERM        | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD                                                 | LOCATION                                                           |
|--------------------------------------------------|---------------|-------|-------------|------|------------|------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Introduction to Computer Hardware/A+ Prep        | CSIS 75       | 4     | Fall 2019   | TBD  | TBD        | Staff      | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Networking Fundamentals                          | CSIS 76A      | 4     | Spring 2020 | TBD  | TBD        | Staff      | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Networking Security Fundamentals/Security + Prep | CSIS 86       | 3     | Spring 2020 | TBD  | TBD        | Staff      | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Routing and Switching Basics                     | CSIS 177A     | 3     | Fall 2019   | TBD  | TBD        | Staff      | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. As Pacific Grove High moves toward an Early College High School, the goal is that all students will have completed at least four college courses by the time they graduate from high school. A

further goal is that students who choose can graduate from high school having also earned a Certificate of Training and be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

**B. 2 BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

| COURSE NAME                                      | TEXT                 | COST    | OTHER INSTRUCTIONAL MATERIALS | COST |
|--------------------------------------------------|----------------------|---------|-------------------------------|------|
| Introduction to Computer Hardware/A+ Prep        | No textbook required | \$0.00  |                               |      |
| Networking Fundamentals                          | No textbook required | \$0.00  |                               |      |
| Networking Security Fundamentals/Security + Prep | Online license       | \$50.00 |                               |      |
| Routing and Switching Basics                     | No textbook required |         |                               |      |

**C. 1 HIGH SCHOOL:** Pacific Grove High School

**EDUCATIONAL PROGRAM:** Sustainable Culinary Arts

|                                           |                       |
|-------------------------------------------|-----------------------|
| TOTAL NUMBER OF STUDENTS TO BE SERVED: 18 | TOTAL PROJECTED FTES: |
|-------------------------------------------|-----------------------|

| COURSE NAME                                    | COURSE NUMBER | UNITS | TERM      | TIME | DAYS/HOURS | INSTRUCTOR | EMPLOYER OF RECORD                                                 | LOCATION                                                           |
|------------------------------------------------|---------------|-------|-----------|------|------------|------------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Culinary Foundations of Professional Cooking 1 | HOSP 23       | 3     | Fall 2019 | TBD  | TBD        | Staff      | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

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|                                   |         |   |             |     |     |       |                                                                    |                                                                    |
|-----------------------------------|---------|---|-------------|-----|-----|-------|--------------------------------------------------------------------|--------------------------------------------------------------------|
| Practices in Hospitality          | HOSP 66 | 1 | Spring 2020 | TBD | TBD | Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |
| Bakeshop: Basic Baking Techniques | HOSP 78 | 1 | Spring 2020 | TBD | TBD | Staff | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS | <input type="checkbox"/> CC <input checked="" type="checkbox"/> HS |

**Required:** Describe the criteria used to assess the ability of pupils to benefit from the course(s) offered (*Sec. 2 (c)(1)*):

In consultation with their SCHOOL DISTRICT counselors, students self-select a pathway based on their academic readiness and alignment of course content to students' educational and career goals. The goal is that students who choose to do so can graduate from high school having earned Certificate of Training, be eligible to enter the workforce in their selected career pathway, and/or be well on their way toward completion of an Associate Degree. SCHOOL DISTRICT and COLLEGE faculty identified CCAP courses to align with high school pathways and college programs of study and for the potential for course completion to accelerate students' time to completion of a postsecondary degree or certificate.

**C. 2 BOOKS AND INSTRUCTIONAL MATERIALS** - The total cost of books and instructional materials for school district students participating as part of this CCAP agreement will be borne by school district.

| COURSE NAME                                             | TEXT                                                                                                                                                                                                                                                                                                                                                       | COST | OTHER INSTRUCTIONAL MATERIALS | COST    |
|---------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|-------------------------------|---------|
| HOSP 23: Culinary Foundations of Professional Cooking 1 | Professional Chef (Study Guide)<br>Author: Culinary Inst of America<br>Edition: 9th<br>ISBN: 9781118139882<br>Copyright Year: 2011<br>Publisher: John Wiley & Sons, Incorporated<br><br>Professional Chef<br>Author: Culinary Inst of America<br>Edition: 9th<br>ISBN: 9780470421352<br>Copyright Year: 2011<br>Publisher: John Wiley & Sons, Incorporated |      | Material Fees                 | \$80.00 |
| Practices in Hospitality                                | None                                                                                                                                                                                                                                                                                                                                                       |      | None                          |         |

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

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|                                   |      |  |               |         |
|-----------------------------------|------|--|---------------|---------|
| Bakeshop: Basic Baking Techniques | None |  | Materials Fee | \$10.00 |
|-----------------------------------|------|--|---------------|---------|

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

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## 5. MANDATED ANNUAL STATE REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure accurate and timely reporting of the total number of full-time equivalent students generated by CCAP partnership community college district participants.
- b. COLLEGE and SCHOOL DISTRICT shall report the annual total number of unduplicated high school student headcount by school site enrolled in each CCAP Agreement are aggregated by gender and ethnicity and reconciled on or before June 30 and shall be reported annually in compliance with all applicable state and federal privacy laws. The MPCCD shall annually report the student data to the office of the Chancellor of the California Community Colleges. *Sec. 2 (t) (1)(A)*
- c. COLLEGE and SCHOOL DISTRICT shall report the annual total number of community college courses by category and type and by school site enrolled in by this CCAP Agreement. *Sec. 2 (t) (1)(B)*
- d. COLLEGE and SCHOOL DISTRICT shall report the annual total number of the unduplicated high school student headcount and the percentage of successful course completions, by course category and type and by school site. *Sec. 2 (t)(1)(C)*
- e. COLLEGE and SCHOOL DISTRICT shall report the annual total number of full-time equivalent students generated by this CCAP Agreement. *Sec. 2 (t)(1)(D)*
- f. COLLEGE and SCHOOL DISTRICT shall ensure that the point of contact for each site establish protocols for the collection and dissemination of participating student data each semester within 30 days of the end of the term.

## 6. CCAP AGREEMENT DATA MATCH AND REPORTING

- a. COLLEGE and SCHOOL DISTRICT shall ensure operational protocols consistent with the collection of participating student data and the timely submission of the data.
- b. COLLEGE shall report all program and participating student data to the office of the Chancellor of the California Community Colleges.

## 7. PRIVACY OF STUDENT RECORDS

- a. COLLEGE and SCHOOL DISTRICT understand and agree that education records of students enrolled in the CCAP course and personally identifiable information contained in those educational records are subject to the Family Educational Rights and Privacy Act (FERPA) 20 U.S.C. § 1232g; 34 C.F.R. Part 99, including the disclosure provisions of § 99.30 and state law as set forth in Education Code §§ 49064 and 49076). COLLEGE and SCHOOL DISTRICT agree to hold all student education records generated pursuant to this CCAP Agreement in strict confidence, and further agrees not to re-disclose such records except as authorized by applicable law or regulation or by the parent or guardian's prior written consent. (34 C.F.R. § 99.33 (a), (b); 34 C.F.R. § 99.34(b) and Education Code §§ 49064 and 49076.)
- b. **Limitation on Use.** COLLEGE and SCHOOL DISTRICT shall use each student education record that he or she may receive pursuant to this CCAP Agreement solely for a purpose(s) consistent with his or her authority to access that information pursuant to Federal and State law, as may be as applicable. (34 C.F.R. § 99.31, 34 C.F.R. § 99.34, and Education Code § 49076.)
- c. **Recordkeeping Requirements.** COLLEGE and SCHOOL DISTRICT shall comply with the requirements governing maintenance of records of each request for access to and each disclosure of, student education records set forth under Title 34, Code of Federal Regulations § 99.32 and under Education Code § 49064 as applicable.
- d. **Acknowledgement of Receipt of Notice of FERPA Regulations.** By signature of its authorized representative or agent on this Agreement, COLLEGE and SCHOOL DISTRICT hereby acknowledges that it has been provided with the notice required under 34 C.F.R. § 99.33(d) that it is strictly prohibited from re-disclosing student education records to any other person or entity except as authorized by applicable law or regulation or by the parent or guardian's prior written consent.

## 8. FACILITIES USE

- a. COLLEGE and SCHOOL DISTRICT shall adhere to the terms outlined in Section 15, Facilities, of this CCAP Agreement.
- b. COLLEGE, as part of Section 15.3 of this CCAP Agreement, shall extend access and use of the following COLLEGE facilities:

| <b>BUILDING</b>           | <b>CLASSROOM</b> | <b>DAYS</b> | <b>HOURS</b> |
|---------------------------|------------------|-------------|--------------|
| Pacific Grove High School | TBD (CSIS)       | TBD         | TBD          |
| Pacific Grove High School | TBD (CSIS)       | TBD         | TBD          |

*Note: All referenced Sections from AB 288 (Education Code § 76004)*

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|                           |            |     |     |
|---------------------------|------------|-----|-----|
| Pacific Grove High School | TBD (HOSP) | TBD | TBD |
| Pacific Grove High School | TBD (HOSP) | TBD | TBD |
| Pacific Grove High School | TBD (ARTP) | TBD | TBD |



- Consent  
 Information/Discussion  
 Action/Discussion

**SUBJECT:** California School Board Association Board Self Evaluation Process

**DATE:** May 2, 2019

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the California School Board Association Board Self-Evaluation survey.

**BACKGROUND:**

One of the primary ways a governance team can strengthen or maintain its effectiveness is to periodically assess its own performance. A governance team self-assessment provides the opportunity to step back and reflect on how well it is meeting its responsibilities. The Board of Education requested Board Self Evaluation at the March 8, 2018 Board meeting. The Board reviewed options from California School Board Association at the March 7, 2019 Board meeting.

**INFORMATION:**

The California School Board Association (CSBA) offers a Board Self-Evaluation Survey. The Board Self-Evaluation will provide the Board and Superintendent with valuable perception data, revealing the range of perceptions among board members regarding the performance of the board and the governance team. Individuals will rank the performance of the Board on important characteristics. The evaluation is divided into two parts. Part one consists of questions regarding the conditions of effective governance. Part two contains questions that address the board's five major responsibilities.

**FISCAL IMPACT:**

Board Self-Evaluation Survey- \$200 paid for by the Board account



## School District Governance Team Board Self-Evaluation Survey

### **Overview**

One of the primary ways a governance team can strengthen or maintain its effectiveness is to periodically assess its own performance. A governance team self-assessment provides the opportunity to step back and reflect on how well it is meeting its responsibilities. This governance team self-assessment will provide the board and superintendent with valuable perception data, revealing the range of perceptions among board members regarding the performance of the board and the governance team.

Individuals will rank the performance of the board and governance team on important characteristics. CSBA determined these characteristics through collaborative efforts with board members from around the state—who defined the *CSBA Professional Governance Standards* for boards; and through our experiences providing board development to school boards across California for more than 30 years.

### **Content**

The evaluation is divided into two parts. Part one consists of questions regarding the conditions of effective governance. Part two contains questions that address the board's five major responsibilities. For each statement, Individuals should select the descriptor that most accurately describes the extent to which the board demonstrates the quality or characteristic.



# FactSheet

November 2017

## Board Self-Evaluation: Results and Recommendations from an Analysis of CSBA's Board Survey Tool

by Michael S. Hill and Mary Briggs

### Introduction

School boards support improved student outcomes by creating and sustaining the conditions that support effective and equitable teaching and learning.<sup>1</sup> Governance teams bring together community members with a broad range of backgrounds, educational experience, and goals. Board training can improve the likelihood that boards will be able to coordinate their efforts on behalf of students.

Board self-evaluation is one powerful way to support effective governance. Since 2011, CSBA's Governance Consulting Services Department has offered boards a tool and access to consultants to help them evaluate their local practices. The tool includes a survey designed to be completed by each member of a participating board. Once the survey responses are collected, CSBA generates a report that serves as the foundation for a facilitated conversation on how to build on strengths and address areas for improvement.

### Overview: The CSBA Board Survey Tool

The CSBA Board Survey Tool aligns with the Association's Professional Governance Standards, research, and good governance practice, and is divided into two areas: (1) Conditions of Effective Governance and (2) Board Responsibilities. Questions are divided into subcategories within each section. Participants rank their district or county board performance on a four-point scale: Almost Always (4), Often (3), Less Often (2), Rarely (1), or Not Sure (not weighted).

CSBA's Governance Consulting Services Department provides two options for conducting the self-evaluation. Following completion of the electronic survey, participating districts either review the results on their own, using written guidance provided by CSBA, or with in-person facilitation by a CSBA consultant.

### In this fact sheet, you'll find:

- » A description of CSBA's Board Self-Evaluation Tool
- » Key findings from prior participants in the Board Self-Evaluation process
- » Planned modifications to the survey

### Recent Analysis of the Survey Tool

CSBA Member Services recently evaluated the survey tool to ensure it provides meaningful, accurate information to participating boards. Michael S. Hill, a consultant from the University of California, Davis, analyzed the existing data to ensure that the survey reliably measures what it is intended to measure. The analysis revealed opportunities for improvements and offered insight into board member perspectives about governance within their districts or county offices of education.

Our sample included 478 surveys completed by 351 board members. Because some districts conduct regular self-evaluation, approximately one-fifth of the districts completed the survey more than once. When districts took the survey more than once, only the results from the first administration were included in the analysis to avoid skewing the data.

### Excerpted Findings

Data from boards that have taken the survey in the past offer insights into what participants perceive to be their governance team's strengths and areas for growth. The results

could inform future professional learning opportunities that CSBA offers our members. Importantly, each district voluntarily opted to participate in the self-evaluation, so the findings might not be broadly representative of all CSBA members. Despite that caveat, the perceptions of 70 different boards point to common themes that can inform the professional development that CSBA offers and can prompt rich dialogue within local governance teams.

In general, average responses suggest members have confidence in board operations and support for the district priorities and superintendent. Yet they also noted room for improvement in the areas of community leadership and regular review of board performance and actions.

### Board Strengths

- » Board members generally reported their superintendents were met with respect (78%) and their board demonstrated support for the superintendent in carrying out board directives (75%).
- » On most boards, participants reported that the role of the board president was clear (80%).
- » Most participants reported their board meeting agendas reflected district priorities (77%).
- » Respondents rated their board's fiscal planning responsibilities highly (75% for budget adoptions aligned with district goals and 79% for monitoring).
- » Items related to board support of district goals were also rated highly:
  - › 78% of participants reported their boards as a whole were focused on achievement for all students *always* or *often*.
  - › 76% also reported their boards *always* or *often* demonstrated commitment to district priorities and goals.

### Areas for Growth

- » Half of the participants reported that individual members attempt to influence superintendents *often* or *always*.
- » Nearly half of participants reported that the effective orientation of new members and the review of governance procedures are conducted *less often* or *rarely*.

- » Board members reported that they do not frequently engage in self-evaluation; nearly 60% of board members indicated board self-evaluation is done *less often* or *rarely*.
- » Board members indicated that their governance teams could strengthen their community leadership:
  - › 51% reported their boards *always* or *often* advocate on behalf of students and public education at the local state and federal level.
  - › 55% reported they *always* or *often* inform the community about district priorities, progress, needs, and opportunities for involvement.

### Upcoming Changes to the Survey

While the statistical analysis indicated that the existing Board Self-Evaluation Tool is a valid and meaningful survey, the consultant's report recommended several small modifications that CSBA could make to improve the survey, primarily through reorganization and shortening of the sections. These adjustments will maintain the overall validity of the tool while reducing the time it will take for participants to complete the survey.

### Conclusion

Self-evaluation allows boards to pause and reflect on how well they are meeting their responsibilities, as well as potential changes to positively impact governance on behalf of students. CSBA's analysis of existing board self-evaluation results shows how these boards learned about their strengths as well as areas for improvement. Districts that are interested in conducting a board self-evaluation can reach out to CSBA's [Governance Consulting Services](#).

### Endnotes

- 1 Briggs, M., Buenrostro, M., & Maxwell-Jolly, J. (2017). *The school board role in creating the conditions for student achievement: A review of the research*. Sacramento, CA: California School Boards Association.

**Michael S. Hill** is a Ph.D. candidate at the UC Davis School of Education. His work focuses on quantitative analysis and educational program evaluation.

**Mary Briggs** is an Education Policy Analyst for the California School Boards Association.

# Board Self-Evaluation Result

SAMPLE



## 1. Conditions of Effective Governance

Number of members responded

| Almost Always | Often | Less Often | Rarely | Not Sure |
|---------------|-------|------------|--------|----------|
|---------------|-------|------------|--------|----------|

### Board unity

|                                                               |  |   |   |   |   |   |
|---------------------------------------------------------------|--|---|---|---|---|---|
| 1. The board is focused on achievement for all students.      |  | 2 | 1 | 1 | 1 | 0 |
| 2. The board is committed to a common vision.                 |  | 3 | 2 | 0 | 0 | 0 |
| 3. The board stays focused on district priorities.            |  | 4 | 1 | 0 | 0 | 0 |
| 4. The board works well together.                             |  | 1 | 1 | 3 | 0 | 0 |
| 5. The board commits the time to become informed.             |  | 2 | 3 | 0 | 0 | 0 |
| 6. Individual board members do not undermine board decisions. |  | 1 | 1 | 2 | 1 | 0 |

### Roles and responsibilities

|                                                                                              |  |   |   |   |   |   |
|----------------------------------------------------------------------------------------------|--|---|---|---|---|---|
| 7. Board members agree on the role and responsibilities of the board and the superintendent. |  | 3 | 1 | 1 | 0 | 0 |
| 8. Board members follow board agreements regarding speaking for the board.                   |  | 4 | 1 | 0 | 0 | 0 |
| 9. Board members keep confidential matters confidential.                                     |  | 5 | 0 | 0 | 0 | 0 |
| 10. The board gives direction to the superintendent only at board meetings.                  |  | 1 | 2 | 1 | 0 | 1 |
| 11. Individual board members do not attempt to direct the superintendent.                    |  | 0 | 0 | 0 | 2 | 3 |

### Board culture

|                                                                  |  |   |   |   |   |   |
|------------------------------------------------------------------|--|---|---|---|---|---|
| 12. The board treats the superintendent with respect.            |  | 3 | 1 | 0 | 0 | 1 |
| 13. The board manages internal conflicts in a productive manner. |  | 4 | 1 | 0 | 0 | 0 |

A strength for most members

A strength for simple majority

Area of growth for simple majority

Area of growth for most members

Other topic discussed:

1. Conditions of Effective Governance

Board operations

Board meetings

Board development

2. Board Responsibilities

Setting directions

Structure

Support

Accountability

Community leadership

- Consent
- Information/Discussion
- Action/Discussion

**SUBJECT:** Update to Board Policy 1321 Solicitation of Funds From and By Students

**DATE:** May 2, 2019

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

---

**RECOMMENDATION:**

The Administration recommends that the Board review and approve the revisions to Board Policy 1321 Solicitation of Funds From and By Students.

**INFORMATION:**

The updates to Board Policy 1321 Solicitation of Funds From and By Students were recommended by legal counsel in order to protect the district from fiscal/legal liabilities and remain in compliance with Education Code. The policy was revised to:

- Only permit fundraising on campus that directly benefits the school
- Prohibit online fundraising for all groups without prior approval by the Superintendent or Designee
- Only permit student organizations to online fundraise under certain conditions

**FISCAL IMPACT:**

There is no direct fiscal cost to this item.

# Pacific Grove Unified School District

Community Relations

Policy #1321

## SOLICITATION OF FUNDS FROM AND BY STUDENTS

### Solicitations Of Funds From and By Students

The Governing Board recognizes that participation in fundraising for the schools and nonprofit, nonpartisan charitable organizations can help develop a sense of social responsibility in students, enhance the relationship between the school and community, and contribute to the improvement of the school program.

Whether solicitations are made on behalf of the school or on behalf of another charitable organization, the Board particularly desires that no students shall be made to feel uncomfortable or pressured to provide funds. Staff is expected to emphasize the fact that donations are always voluntary. Students shall not be barred from an event or activity because they did not participate in fund-raising. Potential donors, including parents/guardians and members of the community, should not be unduly pressured to contribute to the school system or charitable organizations.

### Solicitations On Behalf Of The School

With the written approval of the Superintendent or designee, official school-related organizations may organize fund-raising events involving students.

The Superintendent or designee shall ensure that parents/ guardians are informed of the purpose of all fund-raisers benefiting the school or school groups. After the fund-raiser is held, parents/guardians shall be told how much money was raised and how it was spent.

[With prior written approval of the Superintendent or designee, a school-connected organization may solicit funds if such funds directly benefit the students and/ or staff of the school or District.](#)

[A school-connected organization may consult with the principal to determine school needs and priorities.](#)

### Solicitations On Behalf Of Charities

When approved in advance by the Superintendent or designee, nonprofit, nonpartisan organizations that are properly chartered or licensed by state or federal law may solicit students on school grounds during school hours and within one hour before school has opened and one hour after school has closed. (Education Code 51520) [While the Education Code section 51520 permits such practice, it is the District's practice to only permit solicitations that directly benefit students and/ or staff of the school or District.](#)



# Pacific Grove Unified School District

Community Relations

Policy #1321

## SOLICITATION OF FUNDS FROM AND BY STUDENTS

### Online Fundraising on Behalf of the School

Fundraising for or on behalf of the school or District via the Internet (e.g., websites, including but not limited to, GoFundMe, Kickstarter, Patreon, YouCaring, CrowdRise, FuelMySchool, etc.), social media (including, but not limited to, Facebook, YouTube, Instagram, etc.) or any other electronic or digital media, is prohibited without prior approval from the Superintendent or designee.

For student groups requesting to online fundraise, the Superintendent or designee may implement protocols governing online fundraising, including, but not limited to, the following:

- A statement of purpose of the fundraiser(s);
- Staff member(s) responsible for establishing the online account;
- Staff member(s) responsible for withdrawing the funds;
- Administrator(s) responsible for ensuring that any withdrawn funds are utilized solely for the fundraising activity;
- Length of time fundraiser (including website) may be active;
- Other fundraising activities that will occur for the same event;
- Status of the funds if the activity does not take place (e.g., money raised for a club's trip that is later canceled);
- Editorial review of how the content of the online fundraising is set up (e.g., proper wording that donation is optional)
- Disclosure of any fees charged by the website (e.g., a notice to donors of fees);
- Methods for advertising the fundraiser (e.g., email, Twitter, Facebook, etc.), including whether the fundraiser may be advertised from or on any District or District school website;
- Disclaimer that the District is not responsible for any non-District services used for the fundraiser (e.g., if a fundraiser uses a GoFundMe webpage, the District is not responsible for a data or security breach of the GoFundMe webpage); an
- Proper prior approval of fundraising activity and notice on the fundraising website, or other platform, (e.g. GoFundMe website), that the fundraiser and its webpage are District-approved.

Legal Reference:

#### EDUCATION CODE

51520 Prohibited solicitations on school premises (except such non-partisan, charitable organizations as approved by the governing board)

51521 Unlawful solicitation of contribution or purchase of personal property for benefit of public school or student body; exception

#### BUSINESS AND PROFESSIONS CODE

17510-17510.7 Charitable solicitations

#### CODE OF REGULATIONS, TITLE 8

11706 Dangerous activities and occupations

# Pacific Grove Unified School District

Community Relations

Policy #1321

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## SOLICITATION OF FUNDS FROM AND BY STUDENTS

### REVENUE AND TAX CODE

6321 - Sales tax exemption for certain sales

# Pacific Grove Unified School District

Community Relations

Policy #1321

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- Disclosure of any fees charged by the website (e.g., a notice to donors of fees);
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17510-17510.7 Charitable solicitations

CODE OF REGULATIONS, TITLE 8

11706 Dangerous activities and occupations

REVENUE AND TAX CODE

6321 - Sales tax exemption for certain sales

- Consent
- Information/Discussion
- Action/Discussion

**SUBJECT:** Board Calendar/Future Meetings

**DATE:** May 2, 2019

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

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**RECOMMENDATION:**

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

**BACKGROUND:**

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

**INFORMATION:**

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

## Board Meeting Calendar, 2018-19 School Year

|                                   |                                                                                                                                                                                                                                                                                                                                                                                             |                                              |
|-----------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------|
| Jan. 17                           | <b>Regular Board Meeting</b><br>✓ Report on Governor's Budget Proposal<br>✓ Preliminary Enrollment Projection for 2019-20<br>✓ Property Tax Update<br>✓ Quarterly District Safety Update*                                                                                                                                                                                                   | Adult School<br>(School Site Visit)          |
| Jan. 31                           | <b>Regular Board Meeting</b>                                                                                                                                                                                                                                                                                                                                                                | Community High School<br>(School Site Visit) |
| Feb. 13<br><i>*Wednesday</i>      | <b>Regular Board Meeting</b><br>✓ Budget Development Calendar<br>✓ Possible Personnel Action Presented as Information<br>✓ Preliminary Review of Site Master Schedules<br>✓ Board Priorities for 2019-20 Instructional Program Design<br>✓ Possible Personnel Action (RIF)<br>✓ Quarterly Facilities Project Updates*                                                                       | District Office                              |
| Mar. 7                            | <b>Regular Board Meeting</b><br>✓ Second Interim Report<br>✓ Budget Revision #4<br>✓ Open House Schedules Reviewed                                                                                                                                                                                                                                                                          | District Office                              |
| Mar. 21                           | <b>Regular Board Meeting</b><br>✓ Budget Projections and Assumptions<br>✓ TRAN Resolution<br>✓ Williams/Valenzuela Uniform Complaint Report<br>✓ Quarterly District Safety Update*                                                                                                                                                                                                          | District Office                              |
| Apr. 4                            | <b>Regular Board Meeting</b><br>✓ Review of Strategic Plan and LCAP<br>✓ Begin Superintendent Evaluation<br>✓ Approve 2019-20 Aug.- Dec. Board Meeting Calendar                                                                                                                                                                                                                             | District Office                              |
| April 25                          | <b>Regular Board Meeting</b><br>✓ Review of Site Master Schedules<br>✓ Review of Strategic Plan and LCAP (as needed)<br>✓ Review of Facilities Depreciation Schedule<br>✓ California Day of the Teacher<br>✓ Week of the CSEA Employee                                                                                                                                                      | District Office                              |
| May 2                             | <b>Regular Board Meeting</b><br>✓ Begin Superintendent Evaluation<br>✓ Final Review of Site Master Schedules<br>✓ Review of Strategic Plan and LCAP (as needed)<br>✓ Employee Recognition                                                                                                                                                                                                   | District Office                              |
| May 16<br><i>*Special Meeting</i> | <b>Special Board Meeting</b><br>✓ Budget Update                                                                                                                                                                                                                                                                                                                                             | District Office                              |
| May 23                            | <b>Regular Board Meeting</b><br>✓ Week of the CSEA Employee<br>✓ Retiree Reception<br>✓ Review Bell Schedule for 2019-20<br>✓ Continue Superintendent's Evaluation<br>✓ Identify Board Member Representatives for Graduations<br>✓ Review Facility Use Fee Schedule<br>✓ Review Governor's Revised Budget<br>✓ Quarterly Facilities Project Updates*<br>✓ Quarterly District Safety Update* | District Office                              |

|         |                                                                                                                                             |                 |
|---------|---------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| June 6  | <b>Regular Board Meeting</b><br>✓ LCAP Public Hearing<br>✓ 2019-20 Budget Public Hearing<br>✓ Complete Superintendent Evaluation            | District Office |
| June 20 | <b>Regular Board Meeting</b><br>✓ Adopt budget for 2019-20<br>✓ Approval of LCAP<br>✓ Approval of Contracts and Purchase Orders for 2019-20 | District Office |

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

## Board Meeting Calendar, 2019-20 School Year

|          |                                                                                                                                                                                                                                                                                              |                                      |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------|
| Aug. 22  | <b>Regular Board Meeting</b><br>✓ Student Enrollment Update<br>✓ Back to School Night Dates<br>✓ Property Tax Report<br>✓ 2019-20 Consolidated Application<br>✓ Set Date for Annual Organizational meeting<br>✓ Quarterly Facilities Project Updates*<br>✓ Quarterly District Safety Update* | District Office                      |
| Sept. 5  | <b>Regular Board Meeting</b><br>✓ Unaudited Actual Report<br>✓ Budget Revision #1<br>✓ Local Control Accountability Plan Review                                                                                                                                                              | Forest Grove<br>(School Site Visit)  |
| Sept. 19 | <b>Regular Board Meeting</b><br>✓ Board Goals – Review/Revise<br>✓ Strategic Plan – Review/Revised<br>✓ Williams Uniform Complaint Report                                                                                                                                                    | District Office                      |
| Oct. 3   | <b>Regular Board Meeting</b><br>✓ Superintendent’s Goals<br>✓ Bus Ridership<br>✓ Week of the School Administrator                                                                                                                                                                            | Robert Down<br>(School Site Visit)   |
| Oct. 24  | <b>Regular Board Meeting</b><br>✓ Quarterly District Safety Update*<br>✓ Budget Revision #2 on 2019-20 Working Budget (Preliminary First Interim)                                                                                                                                            | District Office                      |
| Nov. 14  | <b>Regular Board Meeting</b><br>✓ PGHS Course Bulletin Information/Discussion                                                                                                                                                                                                                | Middle School<br>(School Site Visit) |
| Nov. 21  | <b>Regular Board Meeting</b><br>✓ Intent Form Due (to serve as Board President or Vice President)<br>✓ Review of Special Education Contracts<br>✓ Quarterly Facilities Project Updates*                                                                                                      | High School<br>(School Site Visit)   |
| Dec. 12  | <b>Organizational Meeting</b><br>✓ Election of 2019-20 Board President and Clerk<br>✓ First Interim Report<br>✓ Budget Revision #3<br>✓ PGHS Course Bulletin Action/Discussion<br>✓ Williams Uniform Complaint Report<br>✓ Employee Recognition                                              | District Office                      |

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



- Consent  
 Information/Discussion  
 Action/Discussion

**SUBJECT:** California Health Standards and California Healthy Youth Act of 2016

**DATE:** May 2, 2019

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

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**RECOMMENDATION:**

The District Administration recommends the Board review the information presented on the implementation of the Health Standards and the California Healthy Youth Act of 2016.

**BACKGROUND:**

The Board has asked to review the process for implementation of the California Health Standards and the California Healthy Youth Act of 2016. The California Health Standards were adopted by the state of California in 2008. In 2016, the state passed the California Healthy Youth Act requiring school districts to provide students with comprehensive sexual health education, along with information about HIV prevention, at least once in high school and once in middle school. The California Healthy Youth Act has five primary purposes:

- To provide pupils with the knowledge and skills necessary to protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy
- To provide pupils with the knowledge and skills they need to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family
- To promote understanding of sexuality as a normal part of human development
- To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end
- To provide pupils with the knowledge and skills necessary to have healthy, positive, and safe relationships and behaviors

“Comprehensive Sexual Health & HIV/AIDS Instruction.” *Comprehensive Sexual Health & HIV/AIDS Instruction - Health (CA Dept of Education)*, 2019, [www.cde.ca.gov/ls/he/se/](http://www.cde.ca.gov/ls/he/se/).

Currently the State is also working on the revision of the Health Frameworks and expects it to be adopted by the State Board of Education in May 2019. “The Curriculum frameworks provide guidance to educators, parents, and publishers, to support implementing California content standards. The *Health Education Framework* is aligned to the 2008 *California Health Education Content Standards*, which support the development of knowledge, skills, and attitudes in eight overarching standards: (1) essential health concepts; (2) analyzing health influences; (3) accessing valid health information; (4) interpersonal communication; (5) decision making; (6) goal setting; (7) practicing health-enhancing behaviors; and (8) health promotion in six content areas of health education: nutrition and physical activity; growth, development, and sexual health; injury prevention and safety; alcohol, tobacco, and other drugs; mental, emotional, and social health; and personal and community health in the 2008 *Health Education Content*

*Standards*, which can be downloaded from the [Curriculum Frameworks and Instructional Resources Division Content Standards web page](#).”

“Health Education Framework.” *Health Education Framework - Health Education (CA Dept of Education)*, Mar. 2019, [www.cde.ca.gov/ci/he/cf/](http://www.cde.ca.gov/ci/he/cf/).

**INFORMATION:**

The presentation to the board will highlight the following:

- Current process for the implementation of the California Health Standards k-12
- Monitoring health instruction
- Meeting the law requirements of the California Healthy Youth Act at the middle and the high school

**FISCAL IMPACT:**

None

**THE CALIFORNIA HEALTHY YOUTH ACT – EDUCATION CODE §§ 51930-51939**  
**COMPREHENSIVE SEXUAL HEALTH AND HIV PREVENTION EDUCATION**

## FAST FACTS ABOUT THE CALIFORNIA HEALTHY YOUTH ACT

In January 2016, California adopted a new law covering comprehensive sexual health education and HIV prevention education in public schools, Education Code Sections 51930-51939 (AB 329). Here are some facts about the law.

- **Comprehensive sexual health and HIV prevention education is required** at least once in middle school and at least once in high school. Abstinence-only instruction is not permitted.
- **All instruction in all grades must be age-appropriate and medically accurate** (meaning accepted by organizations like the American Academy of Pediatrics) and **may not promote religious doctrine**. All elements of the instruction must be in alignment with each other.
- **Sexual health education must respect and address the needs of students of all genders and sexual orientations**. Instruction must affirmatively recognize different sexual orientations and be inclusive of same-sex relationships when providing examples of couples or relationships. It must also teach about gender, gender expression, and gender identity, and explore the harm of negative gender stereotypes.
- **Beginning in grade 7**, instruction must include information about the safety and effectiveness of all FDA-approved methods of preventing pregnancy and transmission of HIV and other sexually transmitted infections (including condoms, contraceptives, and antiretroviral treatment) and abstinence. It must also include information about HIV, pregnancy, sexual harassment, sexual assault, healthy relationships, and sex trafficking, as well as local resources for accessing care and students' rights to access care.
- **Parents must be notified** that their student will receive sexual health and HIV prevention education and be allowed to view the materials prior to instruction. Parents/guardians may remove their student from the instruction by submitting a request in writing.
- **Teachers or outside speakers must have training in and knowledge of the most recent medically accurate research on the topic**. District must also periodically provide training to all district personnel who provide HIV prevention instruction. Outside organizations or speakers must also follow all laws when they present.
- **Instruction must be appropriate for students with disabilities, English language learners, and students of all races and ethnic and cultural backgrounds**. Schools must make sure that all students can get sexual health education and HIV prevention education in a way that works for them.

THIS RESOURCE WAS DEVELOPED BY THE ACLU OF CALIFORNIA,  
 A collaboration of the ACLU of Northern California, the ACLU of Southern California, and the ACLU of San Diego & Imperial Counties

For more information, go to [http://www.aclunc.org/sex\\_ed](http://www.aclunc.org/sex_ed).  
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**THE CALIFORNIA HEALTHY YOUTH ACT – EDUCATION CODE §§ 51930-51939**  
**COMPREHENSIVE SEXUAL HEALTH AND HIV PREVENTION EDUCATION**

## QUESTIONS & ANSWERS FOR SCHOOL DISTRICTS

The California Healthy Youth Act, which took effect January 1, 2016, requires school districts to provide students with integrated, comprehensive, accurate, and inclusive comprehensive sexual health education and HIV prevention education, at least once in high school and once in middle school. The California Healthy Youth Act made other significant changes to previous Education Code requirements for both HIV prevention education and comprehensive sexual health education.

### WHAT ARE THE PURPOSES THE CALIFORNIA HEALTHY YOUTH ACT?

The California Healthy Youth Act has several purposes (EC § 51930(b)):

- To provide students with the knowledge and skills necessary to:
  - Protect their sexual and reproductive health from HIV and other sexually transmitted infections and from unintended pregnancy;
  - Develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family;
  - Have healthy, positive, and safe relationships and behaviors;
- To promote understanding of sexuality as a normal part of human development; and
- To ensure pupils receive integrated, comprehensive, accurate, and unbiased sexual health and HIV prevention instruction and provide educators with clear tools and guidance to accomplish that end.

### ARE SCHOOLS REQUIRED TO TEACH COMPREHENSIVE SEXUAL HEALTH EDUCATION AND HIV PREVENTION EDUCATION?

Yes. The California Healthy Youth Act requires that that students in grades 7-12 receive comprehensive sexual health education and HIV prevention education at least once in middle school and once in high school. The Education Code defines comprehensive sexual health education as “education regarding human development and sexuality, including education on pregnancy, contraception, and sexually transmitted infections” (EC § 51931(b)) and HIV prevention education as “instruction on the nature of human immunodeficiency virus (HIV) and AIDS, methods of transmission, strategies to reduce the risk of HIV infection, and social and public health issues related to HIV and AIDS” (EC § 51931(d)). HIV prevention education has been mandated since 1992.

### DOES THE LAW PERMIT SCHOOLS TO TEACH COMPREHENSIVE SEXUAL HEALTH AND HIV PREVENTION EDUCATION IN ELEMENTARY SCHOOL?

Yes. Comprehensive sexual health and HIV prevention education may be taught in grades K-6, inclusive. All instruction and materials in grades K-6 must meet the baseline requirements listed below. Content that is

required in grades 7-12 may be also be included in an age-appropriate way in earlier grades. (EC §§ 51933, 51934(b).)

### WHAT ARE THE BASELINE REQUIREMENTS FOR ALL COMPREHENSIVE SEXUAL HEALTH EDUCATION AND HIV PREVENTION EDUCATION?

According to the Education Code (EC § 51933), all instruction and materials in all grades (including elementary) must:

- Be age-appropriate;
- Be medically accurate and objective;
- Align with and support the purposes of the California Healthy Youth Act, as described above;
- Be appropriate for use with pupils of all races, genders, sexual orientations, ethnic and cultural backgrounds;
- Be appropriate for and equally available to English language learners;
- Be appropriate for and accessible to pupils with disabilities;
- Affirmatively recognize different sexual orientations and be inclusive of same-sex relationships in discussions and examples;
- Teach about gender, gender expression, gender identity, and the harm of negative gender stereotypes;
- Encourage students to communicate with their parents/guardians and other trusted adults about human sexuality, and provide skills for doing so;
- Teach respect and skills for committed relationships such as marriage;
- Provide knowledge and skills for forming healthy relationships that are free from violence; and
- Provide knowledge and skills for making and implementing healthy decisions about sexuality.

In addition, the Education Code (EC § 51933) specifies that instruction and materials in all grades may not:

- Teach or promote religious doctrine; or
- Reflect or promote bias against any person on the basis of actual or perceived disability, gender, gender identity, gender expression, race or ethnicity, nationality, religion, or sexual orientation, or any other category protected by the non-discrimination policy codified in Education Code § 220.

### WHAT ADDITIONAL CONTENT IS REQUIRED IN GRADES 7-12?

Instruction provided in grades 7-12, in addition to meeting the baseline requirements above, must include all of the following content (EC § 51934):

- Information on the nature and transmission of HIV and other sexually transmitted infections (STIs);

- Information about all federal Food and Drug Administration (FDA)-approved methods of reducing the risk of transmission of HIV and other STIs, including antiretroviral treatment, and information about treatment of HIV and STIs;
- Information about reducing the risk of HIV transmission as a result of injection drug use by decreasing needle use and needle sharing;
- Discussion about social views of HIV and AIDS, emphasizing that all people are at some risk of contracting HIV and that the only way to know one’s HIV status is by being tested;
- Information about accessing resources for sexual and reproductive health care and assistance with sexual assault and intimate partner violence, as well as students’ legal rights to access these resources;
- Information about the effectiveness and safety of all federal FDA-approved contraceptive methods in preventing pregnancy (including emergency contraception);
- Information that abstinence is the only certain way to prevent unintended pregnancy and HIV and other STIs; information about value of delaying sexual activity must be included and must be accompanied by information about other methods for preventing pregnancy and STIs;
- Information about pregnancy, including 1) the importance of prenatal care; 2) all legally available pregnancy outcomes, including parenting, adoption, and abortion; and 3) California’s newborn safe surrender law; and
- Information about sexual harassment, sexual assault, adolescent relationship abuse, intimate partner violence, and sex trafficking.

*See EC § 51934 for the exact language of these requirements.*

Any of these content areas may also be covered in an age-appropriate way prior to grade 7.

### DOES THE LAW ALLOW ABSTINENCE-ONLY EDUCATION?

No. “Abstinence-only” sex education, which offers abstinence as the only option for preventing STIs and unintended pregnancy, is not permitted in California public schools.

Comprehensive sexual health education in grades 7-12 must include medically accurate, up-to-date information about the effectiveness and safety of all federal FDA-approved methods for preventing HIV, other STIs, and pregnancy. (EC § 51934(a)(9).)

In addition, abstinence may not be discussed in isolation from other methods of preventing HIV, other STIs, and pregnancy. The Education Code requires that instruction and materials include information that abstinence is the only certain way to prevent HIV, other STIs, and unintended pregnancy. However, it also states: “Instruction shall provide information about the value of delaying sexual activity while also providing medically accurate information on other methods of preventing HIV and other sexually transmitted infections and pregnancy.” (EC § 51934(a)(3).)

## WHY IS THERE A REQUIREMENT FOR INTEGRATED INSTRUCTION, AND WHAT DOES IT MEAN?

In order to ensure that students receive instruction that best supports their need for accurate, comprehensive information, the requirement for integrated instruction means that there must be internal consistency within sexual health education and HIV prevention instruction and materials. All instruction and materials must support and align with the purposes of the California Healthy Youth Act and with each other; they may not be in conflict with or undermine each other or any of the purposes of the law. For example, schools may not use materials that, in promoting abstinence, focus exclusively on the failure rates or perceived disadvantages of condoms or contraception, even if schools attempt to balance these materials with other, objective information. (EC §§ 51930(b)(4), 51933(c).)

## HOW DOES THE LAW PROMOTE HEALTHY RELATIONSHIPS FOR YOUTH?

The California Healthy Youth Act has a strong emphasis on healthy relationships, in both the purposes and the required content. Students must be taught knowledge and skills related to recognizing, building, and maintaining healthy relationships that are based on mutual affection and are free from violence, coercion and intimidation. This includes teaching decision-making and communication skills and helping students to understand the value of and prepare for committed relationships, such as marriage. It also includes information about unhealthy behaviors and risks to their health, such as sexual harassment, sexual assault, intimate partner violence, and sex trafficking. (EC §§ 51930(b); 51933(f), (g), (h); 51934(a)(10).)

## DOES THE LAW REQUIRE INSTRUCTION ABOUT LOCAL HEALTH RESOURCES?

Yes. The California Healthy Youth Act requires that students learn about local resources for sexual and reproductive health care, sexual assault and intimate partner violence. The law also requires instruction about how students can access those resources and their rights to access them. For example, under California law, minors aged 12 and above have the right to confidentially access and make their own decisions regarding reproductive health care, including birth control, prenatal care, abortion, and prevention of and treatment for HIV and STIs. (Family Code §§ 6925, 6926; *American Academy of Pediatrics v. Lungren*, 16 Cal.4th 307 (1997)). Students also have the right to obtain sensitive services, including reproductive health care, during school hours, and must be allowed to leave campus for the purpose of obtaining these services. (EC § 48205; EC § 46010.1; 87 Ops. Cal. Atty. Gen. 168, 172 (2004)). In these instances, schools are not allowed to require parental consent or notification, and must mark the student's absence as excused and allow the student to make up full credit for assignments or class time missed.

## DOES THE LAW REQUIRE INSTRUCTION ON CALIFORNIA'S AFFIRMATIVE CONSENT STANDARD?

Another law, distinct from the California Healthy Youth Act, also took effect in 2016. This law, Education Code § 33544, requires that all school districts that have health education as a graduation requirement must include instruction on California's affirmative consent standard. This standard is defined as follows: "Affirmative consent" means affirmative, conscious, and voluntary agreement to engage in sexual activity. It is the responsibility of each person involved in the sexual activity to ensure that he or she has the

affirmative consent of the other or others to engage in the sexual activity. Lack of protest or resistance does not mean consent, nor does silence mean consent. Affirmative consent must be ongoing throughout a sexual activity and can be revoked at any time. The existence of a dating relationship between the persons involved, or the fact of past sexual relations between them, should never by itself be assumed to be an indicator of consent.” (EC § 67386.)

Instruction on the affirmative consent standard is not mandatory for districts that do not require a health education course for graduation. The law also does not require that this instruction be provided within comprehensive sexual health and HIV prevention education. However, the California Healthy Youth Act does require that comprehensive sexual health education and HIV prevention education address healthy relationships and communication, and consent for sexual activity is an important component of this instruction. Therefore, there is natural overlap between the law relating to the affirmative consent standard and the California Healthy Youth Act.

#### **WHAT DETERMINES WHETHER THE FACTS TAUGHT ARE MEDICALLY ACCURATE?**

Instruction is medically accurate if it is verified or supported by proper scientific research, published in peer-reviewed journals as appropriate, and recognized as accurate and objective by agencies with expertise in the field, such as the federal Centers for Disease Control and Prevention (CDC), the American Public Health Association, the American Academy of Pediatrics, and the American College of Obstetricians and Gynecologists. (EC § 51931(f).)

#### **WHAT DOES THE LAW SAY ABOUT LESBIAN, GAY, BISEXUAL, TRANSGENDER AND QUEER (LGBTQ) STUDENTS, SEXUAL ORIENTATION, AND GENDER/GENDER IDENTITY?**

All instruction and materials in grades K-12 must be inclusive of LGBTQ students. Instruction shall affirmatively recognize that people have different sexual orientations and, when discussing or providing examples of relationships and couples, must be inclusive of same-sex relationships. (EC § 51933(d)(5).) It must also teach students about gender, gender expression, gender identity, and explore the harm of negative gender stereotypes. (EC § 51933(d)(6).) This means that schools must teach about sexual orientation and what being transgender means.

The California Healthy Youth Act requires that sexual health education be appropriate for use with students of all genders and sexual orientations and clearly states that part of the intent of the law is “to encourage a pupil to develop healthy attitudes concerning adolescent growth and development, body image, gender, sexual orientation, relationships, marriage, and family.” (EC § 51930.)

The California Healthy Youth Act also prohibits sexual health education classes from promoting bias against anyone on the basis of any category protected by Education Code § 220, which includes actual or perceived gender and sexual orientation.



## WHAT DOES THE LAW SAY ABOUT STUDENTS WITH DISABILITIES?

Instruction and materials must be appropriate for and accessible to students with disabilities. This includes but is not limited to providing a modified curriculum, materials and instruction in alternative formats, and auxiliary aids. (EC § 51933(d)(3).)

## WHAT DOES THE LAW SAY ABOUT STUDENTS WHO ARE ENGLISH LEARNERS?

The California Healthy Youth Act requires that instruction be made available on an equal basis to pupils who are English learners, whether they are placed in English immersion classes or alternative bilingual education classes, and must be consistent with the existing sex education curriculum. (EC § 51933(d)(2).) In addition, the law requires that instruction be appropriate for use with students of all races and ethnic and cultural backgrounds. (EC § 51933(d)(1).)

## DOES THE LAW PERMIT THE USE OF OUTSIDE SPEAKERS?

School districts may contract with outside consultants or guest speakers, including those who have developed multilingual curricula or curricula accessible to persons with disabilities, to deliver comprehensive sexual health education and HIV prevention education or to provide training for school district personnel. All outside consultants and guest speakers must have expertise in comprehensive sexual health education and HIV prevention education and have knowledge of the most recent medically accurate research on the relevant topic or topics covered in their instruction. (EC § 51936.)

Instruction provided by outside consultants or guest speakers must fulfill the same requirements as instruction provided by employees of the school district. This instruction must be integrated into and may not conflict with other instruction or with the purposes of the law. If schools use outside consultants or guest speakers, they must provide parents with the name of the provider’s organization and the date of instruction at the beginning of the school year or no fewer than 14 days prior to the date of instruction.

## HOW DOES THE LAW SUPPORT FAMILY COMMUNICATION ABOUT COMPREHENSIVE SEXUAL HEALTH?

Instruction and materials shall encourage a student “to communicate with his or her parents, guardians, and other trusted adults about human sexuality and provide the knowledge and skills necessary to do so.” (EC § 51933(e).)

## WHAT DOES THE LAW SAY ABOUT PARENT/GUARDIAN NOTIFICATION AND CONSENT FOR INSTRUCTION?

Parents or guardians must be notified by the school or district at the beginning of the school year (or at the time of enrollment) about planned comprehensive sexual health and HIV prevention education, and must be given an opportunity to review materials. The school district must also inform parents/guardians about whether the instruction will be provided by district personnel or outside consultants. If instruction will be

provided by outside consultants, the notice must include the name and organizational affiliation of the outside consultant and the date of the instruction. The notice must also inform parents/guardians of their right to request copies of Education Code §§ 51933, 51934, and 51938. If arrangements for guest speakers or outside consultants are made after the initial notification is sent out at the beginning of the year, districts must notify parents at least 14 days prior to the instruction via mail or another commonly used method.

The law allows parents or guardians to remove their child from comprehensive sexual health and HIV prevention education, as defined in the statute (EC §§ 51931(b), (d), 51932.), using a passive consent or “opt-out” process. Schools may not require active consent (“opt-in”) for participation in comprehensive sexual health and HIV prevention education in any grade, including elementary school. (EC § 51938(a).) The notice sent to parents/guardians informing them about planned instruction must additionally inform them that they may remove their child from the instruction and that in order to do so they must state their request in writing to the school district. (EC § 51938(b)(4).) If the parent/guardian does not request in writing that the child be withheld, the child will attend the instruction. Schools may not require parents/guardians to return a signed acknowledgment that they have received the notice in order for their child to participate in the instruction; this serves as de facto active consent and is prohibited under the law.

#### WHAT DOES THE LAW SAY ABOUT PARENTAL/GUARDIAN CONSENT FOR SURVEYS?

In order to facilitate the collection of data needed by researchers to evaluate the effectiveness of comprehensive sexual health education and other unintended pregnancy prevention efforts, the law permits schools to administer anonymous, voluntary, confidential, age-appropriate surveys or questionnaires in which students are asked about their sexual activities and attitudes in order to measure their health behaviors and risks. Parents/guardian must be notified of any planned surveys or questionnaires, be given the opportunity to review these surveys or questionnaires and, in grades 7-12, be given the opportunity to request in writing that their child not participate. Schools may not adopt an active consent or “opt-in” policy for these surveys or questionnaires for students in grades 7 to 12. Prior to grade 7, parents must give active consent in order for their child to participate. (EC § 51938(c).)

#### WHAT DOES THE LAW SAY ABOUT ANTI-HARASSMENT, BULLYING PREVENTION OR SAFE SCHOOLS PROGRAMS?

School districts have an affirmative legal obligation to prevent bias-based bullying, harassment and discrimination and to create a safe and welcoming environment for all students. (EC §§ 201, 220.) The California Healthy Youth Act supports these efforts by requiring inclusive instruction and prohibiting biased instruction. The law does not permit parents to remove their children from anti-harassment programs or other instruction that discusses gender, gender identity, gender expression, sexual orientation, discrimination, harassment, bullying, intimidation, relationships, or family but does not discuss human reproductive organs and their functions. (EC § 51932(b).) This is to ensure that all students feel safe on and off campus knowing that all their peers received the same messages on acceptable and unacceptable behaviors, resulting in a positive school climate.

## DOES THE LAW REQUIRE TEACHERS TO BE TRAINED?

Comprehensive sexual health and HIV prevention education must be taught by instructors trained in the appropriate courses. (EC §§ 51934(a), (b).) This means that instructors must have knowledge of the most recent medically accurate research on human sexuality, healthy relationships, pregnancy, and HIV and other sexually transmitted infections. (EC § 51931(e).)

In addition, school districts must provide periodic training to all district personnel who provide HIV prevention education to enable them to learn new developments in the scientific understanding of HIV. Teachers with a demonstrated expertise in the field or who have received training from the California Department of Education, their affiliates or Centers for Disease Control and Prevention need not be additionally trained by the district. School districts may expand the training to include the topic of comprehensive sexual health education.

## ARE THE HEALTH FRAMEWORK FOR CALIFORNIA PUBLIC SCHOOLS AND THE CALIFORNIA HEALTH EDUCATION CONTENT STANDARDS CURRENT WITH RESPECT TO LEGAL REQUIREMENTS FOR COMPREHENSIVE SEXUAL HEALTH AND HIV PREVENTION EDUCATION?

No. The Health Framework is extremely outdated and is inconsistent with the California Healthy Youth Act; it should not be used. The California Health Education Content Standards, adopted in 2008, do not in most respects directly conflict with the California Healthy Youth Act but also do not include all required content. Therefore, the health standards should not be independently relied upon for developing or evaluating sexual health curriculum.

THIS RESOURCE WAS DEVELOPED BY THE ACLU OF CALIFORNIA,  
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- Consent
- Information/Discussion
- Action/Discussion

**SUBJECT:** New Facilities General Obligation Bond Study

**DATE:** May 2, 2019

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and provide feedback concerning the next steps for a new facilities General Obligation (GO) Bond study.

**BACKGROUND:**

Dale Scott will present information regarding a GO Bond study.

**INFORMATION:**

Staff has been presenting information about the Pacific Grove USD Capital Project list and ranking the priority of capital improvements. Currently, both Fund 14 and Fund 40 do not have much fund balance for any major capital improvements.

Copies of the presentation will be available at the Board meeting.

The financial advisor does not charge a fee for presentations regardless of whether the bond passes or not.

**FISCAL IMPACT:**

None.

- Consent  
 Information/Discussion  
 Action/Discussion

**SUBJECT:** Future Agenda Items

**DATE:** May 2, 2019

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

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**INFORMATION:**

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

The following is a list of future agenda items as of the May 2, 2019 Regular Board Meeting:

Affordable Housing Project Impacts to District- Property Tax (In progress)  
 Special Budget Meeting (May 16, 2019)  
 District Field Trips Review (June 2019)  
 Counseling Study Continued (Contingent Upon Results Of Board Budget Study)  
 Update to Policy and Regulation 6145 Extracurricular and Co-Curricular Activities