

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

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

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY AT THE NOVEMBER 19, 2020 MEETING VIA LIVESTREAM. THE LINK(S) WILL BE PROVIDE 24 HOURS PRIOR TO THE MEETING. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA WILL BE TAKEN VIA LIVESTREAM AT THE TIME INDICATED ON THE AGENDA. PUBLIC COMMENT ON SPECIFIC ITEMS ON THE AGENDA WILL BE TAKEN DURING THE TIME THAT ITEM IS DISCUSSED.

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

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

DATE: Thursday, November 19, 2020

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

LOCATION: **VIRTUAL MEETING**

Join Zoom Meeting

<https://pgusd.zoom.us/j/84222688443?pwd=QTFYm2xXUUJdVhZ3V2FnREZRTmJLQT09>

Meeting ID: 842 2268 8443

Passcode: 846088

One tap mobile

+16699006833,,84222688443#,,,,,0#,,846088# US (San Jose)

+13462487799,,84222688443#,,,,,0#,,846088# US (Houston)

Dial by your location

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Find your local number: <https://pgusd.zoom.us/j/84222688443?pwd=QTFYm2xXUUJdVhZ3V2FnREZRTmJLQT09>

Pacific Grove Unified School District Office

435 Hillcrest Avenue

Pacific Grove, CA 93950

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

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

Move: _____ Second: _____ Roll Call Vote: _____

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

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Conference with Legal Counsel regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]
3. Conference with Legal Counsel regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

VI. CONSENT AGENDA

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

- A. Minutes of November 12, 2020 Board Meeting 6
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Classified Assignment Order #7 13
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #7.
- C. Acceptance of Donations 15
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.

D. Contract for Services with Psyched Services 16
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with Psyched Services to conduct psychoeducational and academic assessments for initial and triennial Individualized Education Programs (IEP)s.

E. Contract for Services with Paul Contos 19
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Paul Contos to work with Pacific Grove Middle School Music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.

Move: _____ Second: _____ Roll Call Vote: _____

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

VII. ACTION/DISCUSSION

A. Waiver of Board Policy and Regulation 6142.4 Learning Through Community Service for Pacific Grove High School and Community High School 22
Recommendation: (Lito Garcia, Pacific Grove High School and Community High School Principal) The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 48 total hours for graduation for Pacific Grove High School and Community High School for graduating seniors in the Class of 2021, as well as reduce and prorate the community service requirements for the 9th, 10th and 11th graders to 36 community service hours.

Move: _____ Second: _____ Roll Call Vote: _____

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

B. Waiver of Board Policy and Regulation 6142.4 Learning Through Community Service for Pacific Grove Middle School 26
Recommendation: (Sean Roach, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 16 hours for promotion for 8th grade Pacific Grove Middle School students promoting to high school in the fall of 2021, as well as reduce and prorate the community service requirements for the current 6th, and 7th grade students to 12 hours of community service for promotion.

Move: _____ Second: _____ Roll Call Vote: _____

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

C. Approve Legal Fee Agreement with Davis & Young, APLC 30
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board approve the legal agreement with Davis & Young, APLC.

Move: _____ Second: _____ Roll Call Vote: _____

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

- D. Approval of Temporary Classroom Structure at David Avenue for Monterey Bay Charter School 37
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Business Office recommends that the Board authorize the construction of a temporary classroom shade structure at David Ave for Monterey Bay Charter School.

Move: _____ Second: _____ Roll Call Vote: _____

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

- E. Board Calendar/Future Meetings 65
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Roll Call Vote: _____

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

VIII. INFORMATION/DISCUSSION

- A. District Update on Response to COVID-19 68
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

Board Direction: _____

- B. Facilities Project Updates 69
Recommendation: (Matt Kelly, Director Facilities and Transportation) The Administration recommends that the Board review and provide feedback on ongoing and upcoming facilities and maintenance projects.

Board Direction: _____

- C. Future Agenda Items 70
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- A member of the public requested Dual Language Elementary Program (March 18, 2021)
- Board requested an update about teacher housing (TBD)
- Board requested a presentation on Diversify Our Narrative
- Board requested a renewed discussion about district solar panels (Spring 2021)
- A member of the public requested that the Board consider streaming all Board meetings after COVID conditions

Board Direction: _____

IX. ADJOURNMENT

Next regular Board meeting: December 10, 2020 – VIRTUAL

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of November 12, 2020 – VIRTUAL

I. OPENED BUSINESS

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

C. Adopted Agenda

Changes to the agenda include a correction to Consent Item B Certificated Assignment Order #6.

MOTION Swanson/Paff to adopt agenda as amended.

Public comment: none

Motion CARRIED by roll call vote 3 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Conference with Legal Counsel regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 5:34 p.m.

III. RECONVENED IN OPEN SESSION

6:33 p.m.

A. Reported action taken in Closed Session:

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

The Board discussed this item.

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

The Board discussed this item.

3. Conference with Legal Counsel regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

The Board conferred with legal counsel. No action taken.

B. Pledge of Allegiance

Led By: Student Representative Giraldo

MOTION Dawson/Paff to assign Trustee Swanson as Clerk for the meeting.

Public comment: none

Motion CARRIED by roll call vote 3 – 0

IV. COMMUNICATIONS

A. Written Communication

The Board received emails regarding field usage; parent concern regarding a teacher; employee survey; athletic conditioning pods.

B. Board Member Comments

Trustee Dawson noted the recent election, congratulated Trustee Brian Swanson and incoming Trustee Carolyn Swanson; thanked the Leadership class for the video.

Trustee Paff congratulated Trustee Brian Swanson and Carolyn Swanson; thanked Robert Down Elementary School Principal Sean Keller for the site visit.

Trustee Swanson thanked the community, said he was looking forward to another 4 years on the Board; spoke about the Pacific Grove Middle School field usage; acknowledged Teacher Jared Masar, noting he is a wonderful teacher; acknowledged The Leadership video by Teacher Larry Haggquist.

C. Superintendent Report

Superintendent Porras congratulated Trustee Brian Swanson and Carolyn Swanson, said many people voted and support the District; noted the Board are volunteers; said he was

pleased by the work the Board is doing. Superintendent Porras also spoke about reopening the fields, noting new signage, said the public is doing a great job following the rules. Finally, Superintendent Porras said he is honored to be on the interview panel for the Pacific Grove Police Department Commander position.

D. PGUSD Staff Comments (Non Agenda Items)

Community High School Teacher Sheri Deeter spoke about the available teaching position at Community High School, said the site requires full time, qualified, experienced, credentialed teaching staff; encouraged the District and Board to post the position.

Pacific Grove Adult School Principal Barbara Martinez congratulated Trustee Brian Swanson and Carolyn Swanson.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Karmisha Reeb, a parent of a student at Community High School, spoke about advertising the teaching position at Community High School; asked the Board to make sure the site is not being overlooked; asked that the District to prioritize this teaching position.

Maraleos, a guardian of a Community High School student, noted her concerns about the teaching position at Community High School and encouraged the Board to hire a qualified, certificated teacher.

Amanda Coleman, former Pacific Grove High School student, expressed concerns regarding a scholarship she was awarded in 2014 but never received. Superintendent Porras directed her to Pacific Grove High School Administration for assistance.

VI. CONSENT AGENDA

- A. Minutes of October 22, 2020 Board Meeting
- B. Certificated Assignment Order #6
- C. Classified Assignment Order #6
- D. Acceptance of Quarterly Treasurer’s Report
- E. Warrant Schedule No. 625
- F. Approval of Contract for Service with Richard Enriquez, Certified Driver Instructor
- G. Contract for Services with California Transport/Towing
- H. Contract for with Central Coast Kids and Families, LLC

Trustee Paff pulled items B and H.

Director II of Human Resources Billie Mankey acknowledged the two retirees Brian Mello and Brad Woodyard.

Public comment:

Jen asked the Board to support the Central Coast Kids and Families contract for services; shared her personal experience during COVID; asked the Board to approve the contract.

**MOTION Paff/Swanson to approve consent agenda A, C-G.
Motion CARRIED by roll call vote 3 – 0**

VIII. ACTION/DISCUSSION

A. Adoption of Board Policy 0470 COVID-19 Mitigation Plan for First and/or Final Reading

Superintendent Porras presented information to the Board.

Public comment:

Carolyn Swanson asked if this Policy would supersede the Union MOU's. Superintendent Porras noted it would not. Swanson asked if parents could continue with Distance Learning if they choose. Superintendent Porras confirmed they could. Swanson asked about gatherings on campus. Superintendent Porras addressed the concern.

Steve Thomas noted he is not seeing specific plans; asked for an update on the HVAC systems; asked about sneeze guards; wants to see hard specifics; suggested every Board meeting provide an update to parents and staff; noted the public perception; encouraged the Board to update staff and families and provide more detailed information. Superintendent Porras directed the public to the COVID section of the District website; noted this item was not a plan, it is a Board Policy, and policy is not intended to include specifics.

Teacher Sally Richmond noted the HVAC system; asked for specific, precise information for each site.

Principal Barbara Martinez noted the childcare program at the Adult School has been open; received feedback from a substitute teacher who felt safe with the safety measures in place.

Paul Gutierrez said spoke about the importance of safety.

The Board directed Administration to bring this item back for a Final Reading at the December 10, 2020 Board meeting.

B. Updates to Board Regulations 6142.4 Learning Through Community Service and 6146.1 High School Graduation Requirements

MOTION Dawson/Paff to adopt Board Regulations 6142.4 Learning Through Community Service and 6146.1 High School Graduation Requirements.

Public comment: none

Motion CARRIED by roll call vote 3 – 0

C. Waiver of Board Policy 6142.4 Learning Through Community Service for Pacific Grove High School and Community High School

The Board discussed this item.

No action taken.

D. Waiver of Board Policy 6142.4 Learning Through Community Service for Pacific Grove Middle School

No action taken.

E. Pacific Grove High School Athletics Conditioning

Pacific Grove High School Principal Lito Garcia presented information to the Board. The Board discussed this item and asked questions. Athletic Director Lauralea Gaona spoke to the Board as well.

Public comment:

Nathan Wood, student, spoke about football, said the students were ready and willing to abide by any COVID protocol.

Student Jameson Paul said this is important to athletes and that the priority is student safety; thanked Administration for the hard work.

Pacific Grove Middle School Principal Sean Roach noted limited guidance from the state and said the middle school will bring information to the Board in December.

Mr. Chavez encouraged the Board to approve this item; noted the mental well-being of students.

Teacher Erica Chavez asked the District to post the schedule so the community is aware of when the facilities are available.

Steve Thomas echoed comments and asked that the schedule be posted for the community; acknowledged Principal Roach and the efforts for athletics.

Elliott Hazen echoed efforts for Pacific Grove Middle School athletics.

MOTION Paff/Swanson to approve the Pacific Grove High School Athletics Conditioning.

Motion CARRIED by roll call vote 3 – 0

F. National Association of State Procurement Officials (Naspo) Value Point Master Price Agreement for Computer Equipment, Peripherals, And Related Services

MOTION Dawson/Swanson to approve the National Association of State Procurement Officials (Naspo) Value Point Master Price Agreement for Computer Equipment, Peripherals, And Related Services.

Public comment: none

Motion CARRIED by roll call vote 3 – 0

G. Agreement with Monterey County Office of Education Regarding Electronic Distribution of Direct Deposit Pay Advices

Assistant Superintendent Song Chin-Bendib presented information to the Board.

MOTION Paff/Swanson to approve the Agreement with Monterey County Office of Education Regarding Electronic Distribution of Direct Deposit Pay Advices.

Public comment: none

Motion CARRIED by roll call vote 3 – 0

H. Contract for the Audit of the District Financial Statements and Performance Audit of the Bond Fund

Assistant Superintendent Song Chin-Bendib presented information to the Board.

MOTION Dawson/Swanson to approve the Contract with Eide Bailly for the Audit of the District Financial Statements and Performance Audit of the Bond Fund.

Public comment: none

Motion CARRIED by roll call vote 3 – 0

I. Board Calendar/Future Meetings

No action taken.

J. Consent Item B- Certificated Assignment Order #6

Trustee Paff asked about stipends, discussed prorating stipends. Director II of Human Resources Billie Mankey addressed the idea.

Public comment:

Teacher Larry Haggquist discouraged prorating stipends, noted many seasons the coaches are working extended seasons, and putting in a lot of hours.

Principal Sean Keller said the District should support the coaches.

MOTION Paff/Dawson to approve the Certificated Assignment Order #6.

Motion CARRIED by roll call vote 3 – 0

K. Contract for Services with Central Coast Kids and Families, LLC.

Trustee Paff asked about this item. Director of Student Services addressed the question.

Public comment:

Carolyn Swanson said she has been checking the state website to see if the contractors the District is hiring have valid licenses and are allowed to operate in California and said Central Coast Kids and Families, LLC. is not on the list.

Director Davies addressed the concern.

Lou reiterated his family’s support of Central Coast Kids and Families, and asked the Board to move forward.

MOTION Paff/Swanson to approve the Contract for Services with Central Coast Kids and Families, LLC.

Motion CARRIED by roll call vote 3 – 0

IX. INFORMATION/DISCUSSION

A. District Update on Response to COVID-19

Superintendent Porras provided a brief update, noting a more detailed update including hybrid site plans, will be provided at the next Board meeting on November 19, 2020.

The Board discussed this item.

B. Student Resource Center at Pacific Grove High School

Pacific Grove High School Principal Lito Garcia and Jayla Settnek-Ellis presented information to the Board.

Public comment:

Karmisha Reeb supports this opportunity and encouraged the District to move forward; noted she owns a business on Cannery Row and would be happy to make a donation to this Resource Center.

Jen was impressed with this plan; said it was might be a great opportunity for students to volunteer.

Elliott Hazen thanked Ellis, noted the *All In Monterey* program which might be interested in a partnership.

C. Future Agenda Items

- A member of the public requested Dual Language Elementary Program (March 18, 2021)
- Board requested teacher housing (TBD)
- Board requested a presentation on Diversify Our Narrative

The Board directed Administration to bring the Waivers for community service hours for Pacific Grove High School and Pacific Grove Middle School to the next Board meeting on November 19, 2020.

Public comment:

Carolyn Swanson asked that SELPA be presented to the Board; asked that Board meetings continue to be streamed after COVID and to put it in writing.

The Board reiterated that the recent parent nights with SELPA provided an opportunity for the public and Board to learn about SELPA.

The Board added Solar Panels to future agenda for Spring 2021.

IX. ADJOURNED

9:34 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- Consent
- Information/Discussion
- Action/Discussion

SUBJECT: Classified Assignment Order #7

DATE: November 19, 2020

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

Page 1 of 2

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #7

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 7
November 19, 2020**

RESIGNATION:

Sally Jones, FGE, Instructional Assistant, 1.5 hrs./day/180 day work calendar, resigns this position only effective October 27, 2020

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

SUBJECT: Acceptance of Donations

DATE: November 19, 2020

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

RECOMMENDATION:

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

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

None

Pacific Grove High School

None

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

SUBJECT: Contract for Services with Psyched Services

DATE: November 19, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Psyched Services to conduct psychoeducational and academic assessments for initial and triennial Individualized Education Programs (IEP)s.

BACKGROUND:

Special education needs to continue the contract with Psyched Services to complete outstanding assessments due to the COVID-19 closure last Spring.

INFORMATION:

There is one psychoeducational assessment and several academic achievement assessments to complete at Forest Grove Elementary School.

FISCAL IMPACT:

Contract timeframe (2020/21 school year)
 Not previously budgeted
 Funding Source-Savings from unfilled special education teacher position YTD \$37,627
 01-0000-0-1110-3140-5800-00-000-5400-0750

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

(To be used for provision of services involving **no** potential for liability exposure for District)

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

Psyched Services for services rendered as specified below.

- 1. **Scope of Service:**
To conduct initial and triennial Psychoeducational and academic achievement assessments, prepare and provide assessment reports and attend IEP meetings.
- 2. **Expected outcome(s)**
Students will be assessed for initial and triennial assessments and academic achievement assessments by highly qualified independent school psychologists. IEP teams will be provided comprehensive, legally compliant assessment reports.
- 3. **Dates of Service:**
November 2020-June 2021
- 4. **Financial Arrangements:**
Up to \$37,627
School Funding Source 01-0000-0-1110-3140-5800-00-000-5400-0750

Consultant: Psyched Services

Address: 533 Airport Blvd. Suite 400, Burlingame, CA 94010

Signed _____ Date _____

District Employee X Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Contract for Services with Paul Contos

DATE: November 19, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Paul Contos to work with Pacific Grove Middle School Music students, conduct rehearsals and discuss pedagogy as it relates to repertoire.

BACKGROUND:

Paul Contos has worked with PGMS Jazz students once a month through the Monterey Jazz festival for the past 16 years.

INFORMATION:

PGMS Music students will gain greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm and style.

FISCAL IMPACT:

Fund 01. PGMS Music donation account.

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

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

- 1. Scope of Service: To provide: Clinicians will assess curriculum, work with students, conduct rehearsals, and discuss pedagogy as it relates to the repertoire.
2. Evaluation and/or expected outcome(s)(continue on attached page if needed): Students will gain a greater understanding of technique and rehearsal techniques. The ensemble will have the opportunity to improve tone, texture, harmony, rhythm, and style.
3. Length of the Contract: Service is to be provided on the following date(s): For the remaining 2020-2021 school year.
4. Financial Consideration: Consultant to be paid at the rate of: \$50.00(\$ per hr/day/other) For a month(hours/days/other) : Not to exceed \$500.00 School Funding Source: M.S. Music Donation Account Account Code: 01-9005-0-1110-1000-4300-00-005-1432-0720

Consultant (Please print) Paul Contos

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

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

[] District Employee [X] Independent Consultant

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

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

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

Signed _____ Date _____ Director of Human Resources

Signed _____ Date _____ Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Waiver of Board Policy and Regulation 6142.4 Learning Through Community Service for Pacific Grove High School and Community High School

DATE: November 19, 2020

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove High School and Pacific Grove Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 48 total hours for graduation for Pacific Grove High School and Community High School for graduating seniors in the Class of 2021, as well as reduce and prorate the community service requirements for the 9th, 10th and 11th graders to 36 community service hours.

BACKGROUND:

We currently have 50 seniors at Pacific Grove High School and nine seniors at Pacific Grove Community High School with less than 48 hours for community service in order to graduate. Of the seniors at both high schools, 29 students have less than half the community service hours required for graduation.

INFORMATION:

Given the current situation with the COVID-19 pandemic and guidelines around social distancing, as well as the closure of many non-essential institutions, it is the opinion of the Pacific Grove High School and Community High School administration that it would be negligent in requiring these students to complete their community service hours in order to graduate from Pacific Grove High and Community High School. Adhering to hold harmless practices, and the shelter in place orders, we strongly believe that we should waive the requirements for the current graduating 12th grade class of 2021. Additionally, it is the opinion of Pacific Grove High School and Community High School administration that we prorate the community service hours for this year's 9th, 10th and 11th grade students. We recommend that the graduation requirement for these students be set at 36 community service hours.

FISCAL IMPACT:

None.

Pacific Grove Unified School District

Instruction

Policy #6142.4

LEARNING THROUGH COMMUNITY SERVICE

The Governing Board recognizes that community service can help students develop skills, career awareness and self-esteem. Service experiences also can motivate students by letting them apply what they are studying to local needs and problems and by showing them that they can make a contribution to their community.

Integrated Community Service

The Board supports the integration of community service activities with the curriculum so as to enhance learning in all subject areas. The Board encourages staff to collaborate with local public and nonprofit agencies in order to develop service learning activities that meet educational objectives and also fit in with current community efforts to meet human, educational, environmental or public safety needs.

Students shall be offered volunteer opportunities, which support and strengthen their academic achievement and help them recognize the relevance of what they are learning in school. Insofar as possible, such opportunities shall also be de-signed to help students develop cross-cultural relationships within the community.

Pacific Grove Unified School District

Instruction

Regulation #6142.4

LEARNING THROUGH COMMUNITY SERVICE

Community Service Classes

Students participating in community service classes shall be encouraged to per-form volunteer service in areas which interest them personally.

Students shall have classroom opportunities to discuss the value of their service experiences with their peers.

By providing community service, students experience learning activities outside the classroom which are invaluable, such as helping others without expecting pay, learning about people who may be less fortunate than they, helping make our community function. It is also important from a public relations point of view for adults in the community to be able to see our students as helpful and caring human beings.

Supervision

School staff shall monitor the attendance of students at designated community service sites and shall maintain attendance records. Staff shall also visit these sites regularly to observe the students and help them solve service-related problems.

Community Service Requirements:

Pacific Grove Middle School: All 8th grade students are expected to complete 16 or more hours of community service. Students in grades 6 and 7 may earn eight of these hours. All work must be done outside of the regular school day. Community Service hours must be approved by the Counselor.

Pacific Grove High School: All students will complete 48 hours of community service to receive a diploma. All community service hours must be approved by the assistant principal. Forms noting completion of Community Service hours must be on file with the school office by the beginning of the first graduation rehearsal in order to participate in the graduation ceremony and receive a diploma.

Community Service Procedures:

Community Service hours are acceptable as long as they are earned at a non-profit agency. (Note: hours may be granted for student assisting older citizens with yard work, etc.)

Examples of non-profit agencies are as follows:

Meals on Wheels

Reference: EC 35160, 35160.1, 51210, 51220, 51745;

Adopted: November 15, 2001

Revised: November 12, 2020

US COD, TITLE 42 12501-12682;

All Rights Reserved by PGUSD.

CSBA: 2/95

Pacific Grove Unified School District

Instruction

Regulation #6142.4

Big Sur Marathon
 SHARP Program
 Pacific Grove Library Children's Program

City of Pacific Grove events (Feast of Lanterns, Good Old Days, etc.)
 Helping work at the snack bar at the Youth Center
 Working in the concession stands at Pony League games
 Organized Coastal Cleanups

All community service hours must be earned outside of school hours. People supervising the students verify the service hours by signing a community service form and the school supervisor will log the time. Parents on occasion verify hours, if they are supervising the event (as the Butterfly Bazaar, etc.)

In case of illness, the student shall inform the community agency.

The community agency or school staff may terminate any student's volunteer placement if the student's conduct is unsatisfactory.

Transportation to the community service site shall be the student's responsibility except for cases in which the law requires the district to provide transportation.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school Districts

51210 Areas of study, grades 1 to 6

51220 Areas of study, grades 7 to 12

51745 Independent study

UNITED STATES CODE, TITLE 42

12407 National and Community Service Trust Act of 1993

Steirer et al v. Bethlehem Area School District, 3rd Cir. 1993 789 F.Supp. 1337 (E.D. Pa 1992) 987 F.2d 989

Ed Code 35160, 35160.1, 51210, 51220, 51745, United States Code, Title 42

CSBA Date – 2/95

Reference: EC 35160, 35160.1, 51210, 51220, 51745;

Adopted: November 15, 2001

Revised: November 12, 2020

US COD, TITLE 42 12501-12682;

All Rights Reserved by PGUSD.

CSBA: 2/95

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Waiver of Board Policy and Regulation 6142.4 Learning Through Community Service for Pacific Grove Middle School

DATE: November 19, 2020

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the request to waive Board Policy 6142.4 Learning Through Community Service, in order to waive the community service requirement of 16 hours for promotion for 8th grade Pacific Grove Middle School students promoting to high school in the fall of 2021, as well as reduce and prorate the community service requirements for the current 6th, and 7th grade students to 12 hours of community service for promotion.

BACKGROUND:

We currently have multiple 8th graders at Pacific Grove Middle School having not yet completed the full 16 hours for community service in order to promote. Of these, all completed roughly half of the service requirement prior to the shelter in place order. Additionally, our 7th and 6th grade classes have not had the opportunity to accumulate their community service hours.

INFORMATION:

Given the current situation with the COVID-19 pandemic and guidelines around social distancing, as well as the closure of many non-essential institutions, it is the opinion of the Pacific Grove Middle School administration that it would be negligent in requiring these students to complete their community service hours in order to promote to Pacific Grove High School in the fall of 2021. Adhering to hold harmless practices, and the shelter in place orders, we strongly believe that we should waive the requirements for the current promoting 8th grade class of 2021. Additionally, it is the opinion of Pacific Grove Middle School administration that we prorate the community service hours for this year's 6th and 7th grade students. We recommend that the promotion requirement for 6th and 7th grade students be set at 12 community service hours.

FISCAL IMPACT:

None.

Pacific Grove Unified School District

Instruction

Policy #6142.4

LEARNING THROUGH COMMUNITY SERVICE

The Governing Board recognizes that community service can help students develop skills, career awareness and self-esteem. Service experiences also can motivate students by letting them apply what they are studying to local needs and problems and by showing them that they can make a contribution to their community.

Integrated Community Service

The Board supports the integration of community service activities with the curriculum so as to enhance learning in all subject areas. The Board encourages staff to collaborate with local public and nonprofit agencies in order to develop service learning activities that meet educational objectives and also fit in with current community efforts to meet human, educational, environmental or public safety needs.

Students shall be offered volunteer opportunities, which support and strengthen their academic achievement and help them recognize the relevance of what they are learning in school. Insofar as possible, such opportunities shall also be de-signed to help students develop cross-cultural relationships within the community.

Pacific Grove Unified School District

Instruction

Regulation #6142.4

LEARNING THROUGH COMMUNITY SERVICE

Community Service Classes

Students participating in community service classes shall be encouraged to per-form volunteer service in areas which interest them personally.

Students shall have classroom opportunities to discuss the value of their service experiences with their peers.

By providing community service, students experience learning activities outside the classroom which are invaluable, such as helping others without expecting pay, learning about people who may be less fortunate than they, helping make our community function. It is also important from a public relations point of view for adults in the community to be able to see our students as helpful and caring human beings.

Supervision

School staff shall monitor the attendance of students at designated community service sites and shall maintain attendance records. Staff shall also visit these sites regularly to observe the students and help them solve service-related problems.

Community Service Requirements:

Pacific Grove Middle School: All 8th grade students are expected to complete 16 or more hours of community service. Students in grades 6 and 7 may earn eight of these hours. All work must be done outside of the regular school day. Community Service hours must be approved by the Counselor.

Pacific Grove High School: All students will complete 48 hours of community service to receive a diploma. All community service hours must be approved by the assistant principal. Forms noting completion of Community Service hours must be on file with the school office by the beginning of the first graduation rehearsal in order to participate in the graduation ceremony and receive a diploma.

Community Service Procedures:

Community Service hours are acceptable as long as they are earned at a non-profit agency. (Note: hours may be granted for student assisting older citizens with yard work, etc.)

Examples of non-profit agencies are as follows:

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Pacific Grove Unified School District

Instruction

Regulation #6142.4

Big Sur Marathon
 SHARP Program
 Pacific Grove Library Children's Program

City of Pacific Grove events (Feast of Lanterns, Good Old Days, etc.)
 Helping work at the snack bar at the Youth Center
 Working in the concession stands at Pony League games
 Organized Coastal Cleanups

All community service hours must be earned outside of school hours. People supervising the students verify the service hours by signing a community service form and the school supervisor will log the time. Parents on occasion verify hours, if they are supervising the event (as the Butterfly Bazaar, etc.)

In case of illness, the student shall inform the community agency.

The community agency or school staff may terminate any student's volunteer placement if the student's conduct is unsatisfactory.

Transportation to the community service site shall be the student's responsibility except for cases in which the law requires the district to provide transportation.

Legal Reference:

EDUCATION CODE

35160 Authority of governing boards

35160.1 Broad authority of school Districts

51210 Areas of study, grades 1 to 6

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UNITED STATES CODE, TITLE 42

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Ed Code 35160, 35160.1, 51210, 51220, 51745, United States Code, Title 42

CSBA Date – 2/95

Reference: EC 35160, 35160.1, 51210, 51220, 51745;

Adopted: November 15, 2001

Revised: November 12, 2020

US COD, TITLE 42 12501-12682;

All Rights Reserved by PGUSD.

CSBA: 2/95

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approve Legal Fee Agreement with Davis & Young, APLC

DATE: November 19, 2020

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

RECOMMENDATION:

The District Administration recommends the Board approve the legal agreement with Davis & Young, APLC.

BACKGROUND:

On an annual basis, Pacific Grove Unified School (PG USD) approves contracts with law firms for employment, personnel and operational services.

INFORMATION:

Attached, is an agreement with Davis & Young, APLC (“Attorney”) to represent PG USD for a lawsuit filed against PG USD (Terri Austin v. John Doe, et al., Monterey County Case No. 20CV001686) with which PG USD was served on November 3, 2020.

Attorney’s fees will be billed and invoiced in a manner which reflects the number of hours expended by Attorney in performing legal services for PG USD. Attorney’s hourly rates for this matter are \$235/hour (Partner), \$210/hour (Associate), and \$110/hour (paralegal). Attorney bills in minimum units of 1/10 hours (0.1).

Except for items listed below, costs and expenses will be charged at Attorney’s cost:

- In-office photocopying \$.20/page
- Facsimile charges \$1/page
- Mileage \$.58/mile

Attorney’s fee agreement is attached.

Staff has checked with the Monterey/San Benito JPA for property & liability insurance coverage for this case. Since the allegations in the lawsuit reference incidents that took place prior to the existence Northern California ReLiEF (NCR) and the Monterey/San Benito JPA, neither NCR or the JPA are responsible for any legal fees incurred by the District to defend this matter. All of the legal costs will be the responsibility of the District.

Staff members are in the process of researching the insurance carrier that covered the District during the time period cited in the lawsuit, hoping to see if the carrier would pick up some of or all the costs.

FISCAL IMPACT:

Expenditures will incur as services are rendered. Initial estimate of cost involved with initial discovery and going to a mediation would be \$25,000 to \$50,000. If the case is not settled or somehow dismissed and eventually proceeds to trial, the cost (attorney fees, discovery expenses and expert fees) would likely be in the range of \$100,000 to \$150,000.

DAVIS & YOUNG, APLC

**1960 The Alameda, Suite 210
San Jose, California 95126
669.245.4200 (telephone)
408.985.1814 (fax)**

November 6, 2020

ATTORNEY-CLIENT FEE AGREEMENT

DAVIS & YOUNG, APLC (“Attorney”), and **PACIFIC GROVE UNIFIED SCHOOL DISTRICT** (“Client”), collectively, the “Parties,” hereby agree that Attorney will provide legal services to Client on the terms set forth below.

1. CONDITIONS. This Agreement will not take effect, and Attorney will have no obligation to provide legal services, until Client returns a signed copy of this Agreement and pays the initial deposit, if any, called for under Paragraph 7.

2. SCOPE OF SERVICES. Client is hiring Attorney to represent Client in the lawsuit filed against Client (*Terri Austin v. John Doe, et al.*, Monterey County Case No. 20CV001686), with which Client was served on November 3, 2020. Client hires Attorney to provide legal services to Client and to do all things necessary to bring the litigation referenced in this Paragraph to a conclusion by either settlement or trial. This Agreement shall not extend to appeals, if any, or for any subsequent action necessary after said stated matter as another, separate contract will be required for such representation.

3. RESPONSIBILITIES OF THE PARTIES. Attorney will provide those legal services reasonably required to represent Client in connection with the claims described in Paragraph 2 and will take reasonable steps to keep Client informed of progress and developments, and to respond promptly to inquiries and communications. Client agrees to be truthful with Attorney, to cooperate, to keep Attorney informed of any information and developments which may come to Client’s attention, to abide by this Agreement, and to keep Attorney advised of Client’s address, telephone number and whereabouts. Client agrees to appear at all legal proceedings when Attorney deems it necessary, and generally to cooperate fully with Attorney in all matters related to the preparation and presentation of Client’s defense in this matter.

4. LEGAL FEES. As stated in Paragraph 7, *infra*, no retainer amount is required to initiate Attorney’s services.

Attorney’s fees will be billed and invoiced in a manner which reflects the number of hours expended by Attorney in performing legal services for Client. Attorney’s hourly rates for this matter are **\$235/hour (Partner)**, **\$210/hour (Associate)**, and **\$110/hour (Paralegal)**.

Attorney bills in minimum units of 1/10 hours (0.1). Attorney shall have the right to change these rates not more than once each calendar year. Client will be given thirty (30) days' notice of any changes to the above-referenced rates. Client will be presumed to have agreed to the new rates if Client does not discharge Attorney within thirty (30) days of receiving notice of a rate change. Client shall raise any questions concerning any bill within thirty (30) days of receipt of Attorney's bill, thereafter any of those fees or charges shall be deemed reasonably incurred.

5. NEGOTIABILITY OF FEES. The rates set forth above are not set by law, but are negotiable between an Attorney and Client.

6. COSTS AND LITIGATION EXPENSES. Attorney will incur various costs and expenses in performing legal services under this Agreement. Client agrees to pay for all costs, disbursements and expenses paid or owed by Client in connection with this matter, or which have been advanced by Attorney on Client's behalf and which have not been previously paid or reimbursed to Attorney. Costs, disbursements and litigation expenses commonly include court fees, jury fees, service of process charges, court and deposition reporters' fees, photocopying and reproduction costs, notary fees, long distance telephone charges, messenger and other delivery fees, postage, deposition costs, travel costs including parking, mileage, transportation, meals and hotel costs, investigation expenses, consultant, expert witness, professional mediator, arbitrator and/or special master fees and other similar items. Except for the items listed below, costs and expenses will be charged at Attorney's cost.

In-office photocopying:	.20/page
Facsimile charges:	\$1/page
Mileage:	.58/mile
Other:	

To aid in the preparation or presentation of Client's defense, it may become necessary to hire expert witnesses, consultants or investigators. Attorney will select any expert witnesses, consultants or investigators to be hired, and Client will be informed of persons chosen and their charges. No expert, consultant, or investigator will be hired or retained without Client's prior consent.

Client authorizes Attorney to incur all reasonable costs in Attorney's judgment.

Attorney shall obtain Client's consent before incurring any costs in excess of \$1,000.

Attorney shall obtain Client's consent before retaining outside investigators, consultants, or expert witnesses.

If an award of fees and/or costs is sought on Client's behalf in this action, Client understands that the amount which the court may order as fees and/or costs is the amount the court believes the party is entitled to recover, and does not determine what fees and/or costs

Attorney is entitled to charge Client or that only the fees and/or costs which were allowed were reasonable. Client agrees that, whether or not attorneys' fees or costs are awarded by the court in Client's case, Client will remain responsible for the payment, in full, of all attorneys' fees and costs in accordance with this Agreement.

Additionally, Client understands that if Client's case proceeds to court action or arbitration, Client may be required to pay fees and/or costs to other parties in the action. Any such award will be entirely the responsibility of Client.

7. DEPOSIT. No retainer deposit is required from Client.

8. MONTHLY BILLING STATEMENTS. Attorney will send Client monthly billing statements for costs, disbursements and expenses incurred in connection with this matter. Each statement is to be paid in full within thirty (30) days after the date of such statement.

9. APPROVAL NECESSARY FOR SETTLEMENT. Attorney will not make any settlement or compromise of any nature of any of Client's claims or defenses without Client's prior approval. Client retains the absolute right to accept or reject any settlement. Client agrees to consider seriously any settlement offer Attorney recommends before deciding to accept or reject such offer or demand. Client agrees not to make any settlement or compromise of any nature of any of Client's claims without prior notice to Attorney.

10. LIMITATION OF REPRESENTATION. Attorney is representing Client only on the matter described in Paragraph 2. Attorney's representation does not include independent or related matters that may arise, including, among other things, claims for other damages, workers' compensation, disputes with a health care provider about the amount owed for their services, or claims for reimbursement (subrogation) by any insurance company for benefits paid under an insurance policy.

11. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time, upon written notice to Attorney. Attorney may withdraw from representation of Client (a) with Client's consent, (b) upon court approval, or (c) for good cause and upon reasonable notice to Client. Good cause includes Client's breach of this contract, Client's refusal to cooperate with Attorney or to follow Attorney's advice on a material matter, or any other fact or circumstance that would render Attorney's continuing representation unlawful or unethical.

Notwithstanding Attorney's withdrawal or Client's notice of discharge, and without regard to the reasons for the withdrawal or discharge, Client will remain obligated to pay Attorney for all fees and costs incurred prior to the termination of Attorney's representation of Client in this matter.

12. CONCLUSION OF SERVICES. When Attorney's services conclude, all unpaid charges will immediately become due and payable. Attorney is authorized to use any funds held in Attorney's trust account as a deposit against costs to apply to such unpaid charges. After Attorney's services conclude, upon request, Client's file and property will be delivered to

Client, or Client's other attorney, whether or not Client has paid any fees and/or costs owed to Attorney.

13. LIEN. Client hereby grants Attorney a lien on any and all claims or causes of action that are the subject of Attorney's representation under this Agreement. Attorney's lien will be for any sums owing to Attorney for any unpaid costs, or attorneys' fees, at the conclusion of Attorney's services. The effect of such a lien is that Attorney may be able to compel payment of fees and costs from Client even if Attorney has been discharged before the end of the case. Because a lien may affect Client's property rights, Client may seek the advice of an independent lawyer of Client's own choice before agreeing to such a lien.

By initialing this paragraph, Client represents and agrees that Client has had a reasonable opportunity to consult such an independent lawyer and—whether or not Client has chosen to consult such an independent lawyer—Client agrees that Attorney will have a lien as specified above.

_____ (Client Initial Here) _____ (Attorney Initial Here)

14. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client will be construed as a promise or guarantee about the outcome of this matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of this matter are expressions of opinion only. Client acknowledges that Attorney has made no promise or guarantees about the outcome.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement or promise made on or before the effective date of this Agreement will be binding on the parties.

16. SEVERABILITY IN EVENT OF PARTIAL INVALIDITY. If any provision of this Agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.

17. MODIFICATION BY SUBSEQUENT AGREEMENT. This Agreement may be modified by subsequent agreement of the Parties only by an instrument in writing signed by both of them or an oral agreement only to the extent that the parties carry it out.

18. EFFECTIVE DATE. This Agreement will govern all legal services performed by Attorney on behalf of Client commencing with the date Attorney first performed services. The date at the beginning of the Agreement is for reference only. Even if this Agreement does not take effect, Client will be obligated to pay Attorney the reasonable value of any services Attorney may have performed for Client.

19. APPLICABLE LAW. Any dispute that may arise from this Agreement is to be governed by California law.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM, AS OF THE DATE ATTORNEY FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE JOINTLY AND SEVERALLY FOR ALL OBLIGATIONS UNDER THIS AGREEMENT. THE CLIENT SHALL RECEIVE A FULLY EXECUTED DUPLICATE OF THIS AGREEMENT.

Each signatory to this Agreement hereby represents, confirms, and certifies that he/she is authorized to enter into valid contractual arrangements and, in particular, this Agreement on behalf of the entity for which he/she is signing this Agreement.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

DATED: _____

Song Chin-Bendib
Assistant Superintendent Business Services
(CBO)

DATED: _____

DAVIS & YOUNG, APLC

Mark E. Davis, Partner

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

SUBJECT: Approval of Temporary Classroom Structure at David Avenue for Monterey Bay Charter School

DATE: November 19, 2020

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

RECOMMENDATION:

The District Business Office recommends that the Board authorize the construction of a temporary classroom shade structure at David Ave for Monterey Bay Charter School.

BACKGROUND:

In response to the COVID 19 Pandemic, Monterey Bay Charter School is seeking approval for a temporary outdoor shade structure to house an outdoor woodshop on an existing concrete pad.

INFORMATION:

The project will allow Monterey Bay Charter School to relocate the outdoor woodshop to open additional outdoor classroom space between two of the buildings at David Ave. This will allow for additional outdoor seating and provide necessary social distancing in a hybrid learning environment.

The Division of the State Architect (DSA) release Bulletin 20-01 (attached) to assist LEA's in building temporary facilities in response to the COVID-19 pandemic. The Bulletin outlines how to obtain DSA approval at the completion of a project. It does not waive structural design, testing, or inspection in accordance with CAC Sections 4-333 and 4-335. All temporary improvements can be utilized and are approved by DSA for up to three years, at which time they need to be removed or submitted to the agency for permanent usage.

According to the lease agreement between Pacific Grove Unified School District and Monterey Bay Charter, the Charter can make alterations to the site with PGUSD Board approval.

FISCAL IMPACT:

No fiscal impact to PGUSD





October 9th, 2020

Attn: Pacific Grove Unified School District Board of Directors

To prepare for the 1004 David Ave school facility to reopen in accordance with California health and safety guidelines, Monterey Bay Charter School is seeking approval for a temporary outdoor shade structure to house our outdoor woodshop on an existing concrete pad at the site.

This project will allow Monterey Bay Charter School to relocate our outdoor woodshop. Moving the woodshop will open up additional outdoor classroom space between two of the buildings where the woodshop is currently located to allow for outdoor seating as well as provide necessary social distancing in a hybrid learning environment.

The Division of the State Architect has released a bulletin outlining the guidelines for emergency school facilities and considers the COVID-19 pandemic a qualifying emergency. We have attached the bulletin along with architectural drawings of the project for your review.

Thank you for your consideration,

A handwritten signature in black ink that reads "Jessica A. Guzzi".

Jessica Guzzi, MBCS Director
director@mbcharterschool.org



BU 20-01

BULLETIN: DSA ASSISTANCE DURING THE COVID-19 PANDEMIC FOR EMERGENCY SCHOOL FACILITIES

Division of the State Architect (DSA) documents referenced within this publication are available on the [DSA Publications](#) webpage.

PURPOSE

This bulletin is to provide guidance to school districts in need of rapid placement of new buildings or structures or alterations to existing school buildings or structures, and temporary sanitation-related amenities such as hand washing stations due to emergency program needs in response to the COVID-19 pandemic.

BACKGROUND

DSA has historically assisted school districts in expediting emergency replacement housing after disasters. California Administrative Code (CAC), Section 4-302(b), Part 1, Title 24 CCR allows for temporary relocatable buildings to be installed for school purposes immediately following disasters such as earthquakes, fires, floods, and other unanticipated emergency classroom needs prior to receiving DSA approval. For further guidance on emergency procedures, please review *DSA IR A-1.16: Temporary Approval for School Use of DSA Approved Relocatable Buildings*.

IMPLEMENTATION

DSA has determined that the COVID-19 pandemic constitutes an unanticipated emergency and will make every effort to expedite plan review of emergency projects needed for schools to reopen safely. Clients are encouraged to contact the local DSA Regional Office for preliminary discussion of project scope and construction deadlines so that DSA may schedule our staff to meet necessary goals. For COVID-19 related projects, DSA will waive the 6-week registration scheduling requirement to enable plan review to commence sooner; however, applications are still required to be registered using form *DSA 1-REG Registration for Project Submittal* prior to submittal.

This bulletin provides guidance for emergency installation of temporary and new school buildings and structures in response to COVID-19. It also provides guidance for expedited review of alterations to existing buildings, and for temporary installation of portable sanitation-related equipment in response to COVID-19.

DSA reserves the right to rescind this document at any time with notice.

1. TEMPORARY BUILDINGS OR STRUCTURES

New relocatable buildings and structures may be temporarily installed for a maximum period up to 3 years in accordance with IR A-1.16. Temporary buildings may exempt specific fire alarm and/or sprinkler requirements during the 3-year period. Previously constructed relocatable buildings may be installed on a site prior to obtaining DSA approval. Districts must notify DSA within 14 days after placement of a building(s) or structure(s), and plans for the building(s) or structure(s) shall be submitted for review and approval by DSA within 60-days following installation. Work during installation requires project inspection and material sampling, testing and special inspections in accordance with CAC Sections 4-333 and 4-335, respectively.

DSA has determined that temporary shade structures may also be installed utilizing the same procedure as for buildings for a maximum period up to 3 years under Section 1 of IR A-1.16. This applies to new shade structures constructed to a 2016 California Building Code (CBC)

DSA ASSISTANCE DURING THE COVID-19 PANDEMIC FOR EMERGENCY FACILITIES

DSA-approved Pre-checked (PC). A DSA Class 1 Project Inspector or Relocatable Building In-plant Inspector must provide the in-plant inspection.

If an unanticipated need for the building(s) for school use exceeds three years, the school district shall notify DSA, and DSA may extend the temporary approval for an additional three years. Otherwise, temporary buildings or structures must be made permanent by application for DSA approval, or shall be removed from the school site.

2. PERMANENT BUILDINGS OR STRUCTURES

Expedited over-the-counter plan review is available for any buildings or structures utilizing DSA-approved PC plans in accordance with *PL 07-02: Over-The-Counter Review of Projects Using Pre-Check Approved Designs*. Permanent installation of new PC buildings or structures require compliance with Part 1, Title 24, CCR as is standard for all projects. For buildings or structures not pre-approved as a PC, clients are encouraged to request a preliminary meeting with DSA regional office supervisors to discuss project scope and construction deadlines as described above.

3. ALTERATIONS TO EXISTING BUILDINGS OR STRUCTURES

Alteration of existing buildings or structures shall comply with Part 1, Title 24, CCR, including exemptions that may apply based upon the scope of work and/or cost of the project in accordance with *IR A-22: Construction Projects and Items Exempt from DSA Review*. Alteration projects under the cost threshold in Section 1.3.2.1 (currently \$109,172 in 2020) will not require DSA review and approval of plans. Alteration projects under the cost threshold in Section 1.3.2.2 (currently between \$109,172 and \$245,636 in 2020) that do not require any work of a structural nature will not require structural review, provided fire safety and access compliance requirements identified in the section are met. Inspection of alteration work shall be required in accordance with IR A-22.

Clients are encouraged to review IR A-22 for alteration projects and to contact the respective local DSA Regional Office supervisor with any questions or to schedule a preliminary meeting.

4. TEMPORARY PORTABLE SANITATION STATIONS

Temporary portable handwashing stations and other portable sanitation-related equipment may be installed for public, student and teacher use without DSA approval; however, such equipment shall not be placed in a location which will obstruct egress and fire-access or accessible routes. Inspection by a DSA-certified project inspector shall not be required for installation of portable sanitation stations or other sanitation-related equipment.

5. FIRE AND LIFE SAFETY AND ACCESS COMPLIANCE REQUIREMENTS FOR TEMPORARY FACILITIES

Whether or not projects are submitted to DSA, the CBC requirements apply to all temporary facilities, including fire and life safety requirements and access compliance requirements. An accessible route must be provided to all temporary facilities, structures, restrooms, and portable sanitation equipment provided for use by the public, faculty and staff to mitigate the spread of COVID-19. Portable sanitation equipment must meet access compliance requirements for clear floor spaces, reach ranges, and operable parts. DSA Fire and Life Safety and Access Compliance Supervisors are available for consultation to address immediate concerns related to the application of CBC requirements to temporary or portable facilities.

6. CALGREEN REQUIREMENTS FOR TEMPORARY FACILITIES

The Minimum Rehabilitated Landscape Area requirements of CALGreen Section 301.4 will be waived for placement of temporary relocatable buildings on campuses in response to the

DSA ASSISTANCE DURING THE COVID-19 PANDEMIC FOR EMERGENCY FACILITIES

COVID-19 pandemic. If temporary use exceeds three years, the school district shall notify DSA, and DSA may extend the temporary approval for an additional three years. Otherwise, temporary buildings or structures must be made permanent by application for DSA approval whereby the requirements of CALGreen Section 301.4 will then be enforced.

7. TENTS OR MEMBRANE STRUCTURE REQUIREMENTS FOR TEMPORARY FACILITIES

Tents or other membrane structures may be used for temporary facilities in accordance with the following subsections. For temporary facilities installed under sections 7.1 and 7.2, the school district superintendent or facilities director shall provide a letter notifying DSA of the intended use and duration of a tent structure(s) as a temporary facility.

7.1 For tents erected for 180 days or more, structural safety, fire and life safety, and access compliance review will be required for full compliance with 2019 California Building Code (CBC) in accordance with Section 3102.1.

7.2 For tents erected for less than 180 days, structural safety review will be required for full compliance with the CBC for the tent structure; however, foundations and anchorage systems to resist lateral sliding and uplift from wind forces may be temporary in nature per Sections 3102.1 and 3103. Fire and life safety and access compliance review will be required for full compliance with the CBC.

7.3 Tents smaller than 120 square foot (sq. ft.) that are erected for less than 180 days or tents smaller than 400 sq. ft. that are erected for less than 42 days may be exempt from DSA review per Chapter 3103.1.2; however, for these projects the school district assumes responsibility to ensure compliance with all accessibility code provisions of the currently effective California Code of Regulations and for provisions of the California Fire Code.

For alternative consideration, DSA has approved Pre-checked plans for shade structures, including fabric shade structures. The DSA Approved Pre-Check list on our website is available on the [DSA Databases and Listings webpage](#).

8. OFF-CAMPUS FACILITIES FOR TEMPORARY FACILITIES – USES LIMITED

Off-campus leased facilities for temporary or longer-term K-12 public school use are not permitted in accordance with Education Code (Ed. Code) Section 17285(a); except that leased buildings may be used by a school district for a regional occupation center or program for up to three years per Ed. Code 17285(c), or for a teen pregnancy and parenting program in accordance with all provisions of Ed. Code 17293.

In addition, school districts may use facilities that are not defined in the Ed. Code as “school buildings”, which do not require DSA approval and certification, as follows:

- a) Per Ed. Code 17287, buildings which are used solely for classes or programs in outdoor science, conservation, and forestry and which do not occupy, in whole or in part, the same parcel of land upon which there is situated any school maintained by the district or county superintendent, or for agricultural education laboratory facilities used primarily for plant and animal production, or the storage of materials, equipment, and supplies involved in this production.
- b) Per Ed. Code 17289, buildings to provide alternative, community-based educational opportunities through independent study programs for up to 2 years (renewable) provided the district demonstrates to the State Allocation Board compliance with all provisions of EDC 17289.
- c) Per Ed. Code 17296, buildings on school campuses used for any school-based facility providing social or support services, health care or integrated-children’s services that are established through agreements with local governments and school districts, and

BU 20-01

DSA ASSISTANCE DURING THE COVID-19 PANDEMIC FOR EMERGENCY FACILITIES

approved by the local building official, provided all provisions in Ed. Code 17296 are in compliance and justified to DSA.

A DSA Bulletin is a notification to its stakeholders regarding any issue intended to be directed to a broad group of external stakeholders as well as DSA staff.

SEPT. 14, 2020
MSE # 20-039

**MAYONE STRUCTURAL
ENGINEERING, INC.**
187-B El Dorado, Monterey, CA 93940
tel 831-372-4455 fax 831-372-4459
MayoneStructural.com

SEPT. 14, 2020
MSE # 20-039

CCQ66SDS2.5 CAP ON TOP
OF 2x6 x 2'-0"± LONG
FLAT SHIM: ADD SCREW
HOLES FOR CAP TO 6x6
BEAM AS NEEDED

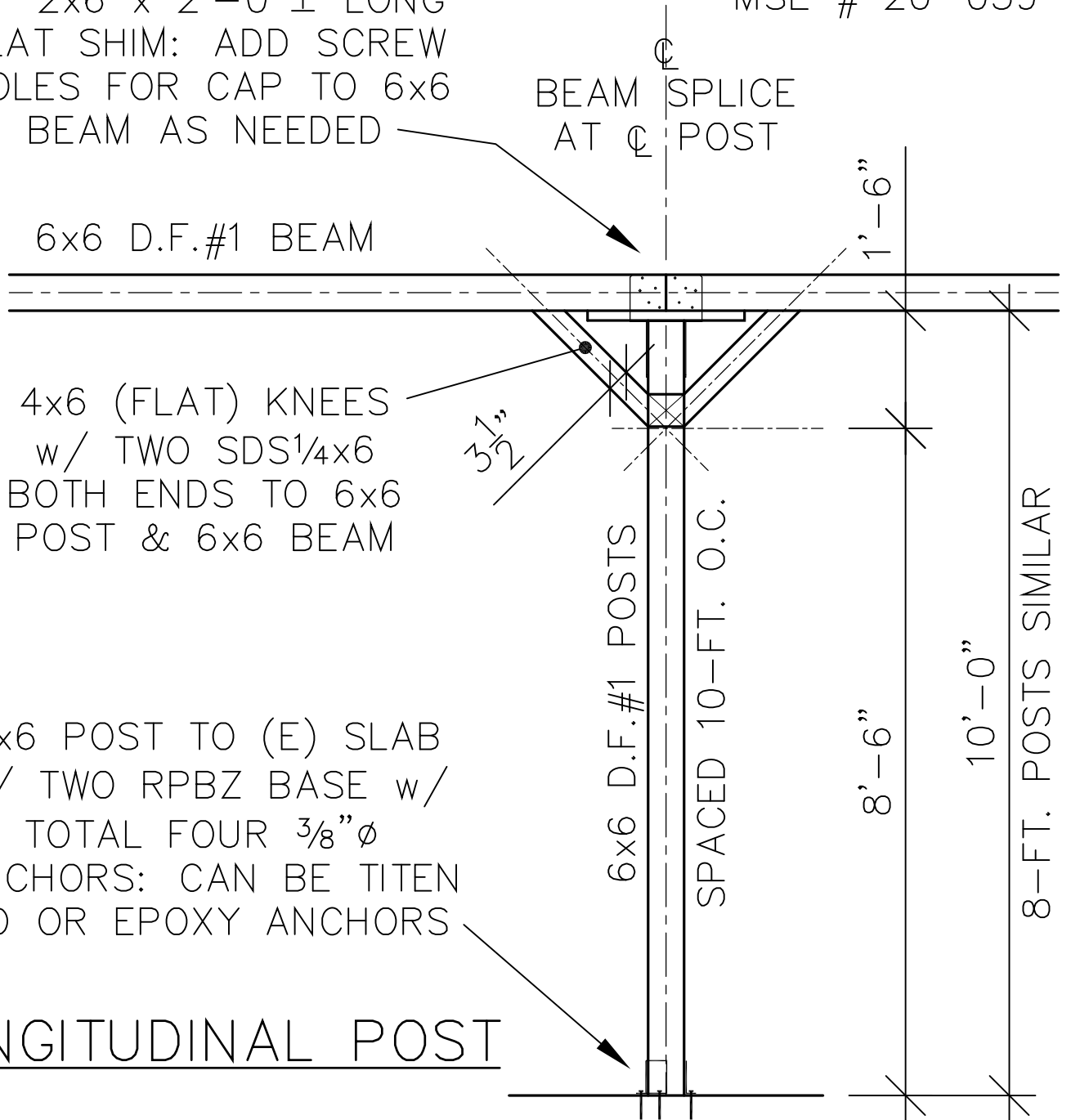
6x6 D.F.#1 BEAM

BEAM SPLICE
AT C POST

4x6 (FLAT) KNEES
w/ TWO SDS1/4x6
BOTH ENDS TO 6x6
POST & 6x6 BEAM

6x6 POST TO (E) SLAB
w/ TWO RPBZ BASE w/
TOTAL FOUR 3/8"φ
ANCHORS: CAN BE TITEN
HD OR EPOXY ANCHORS

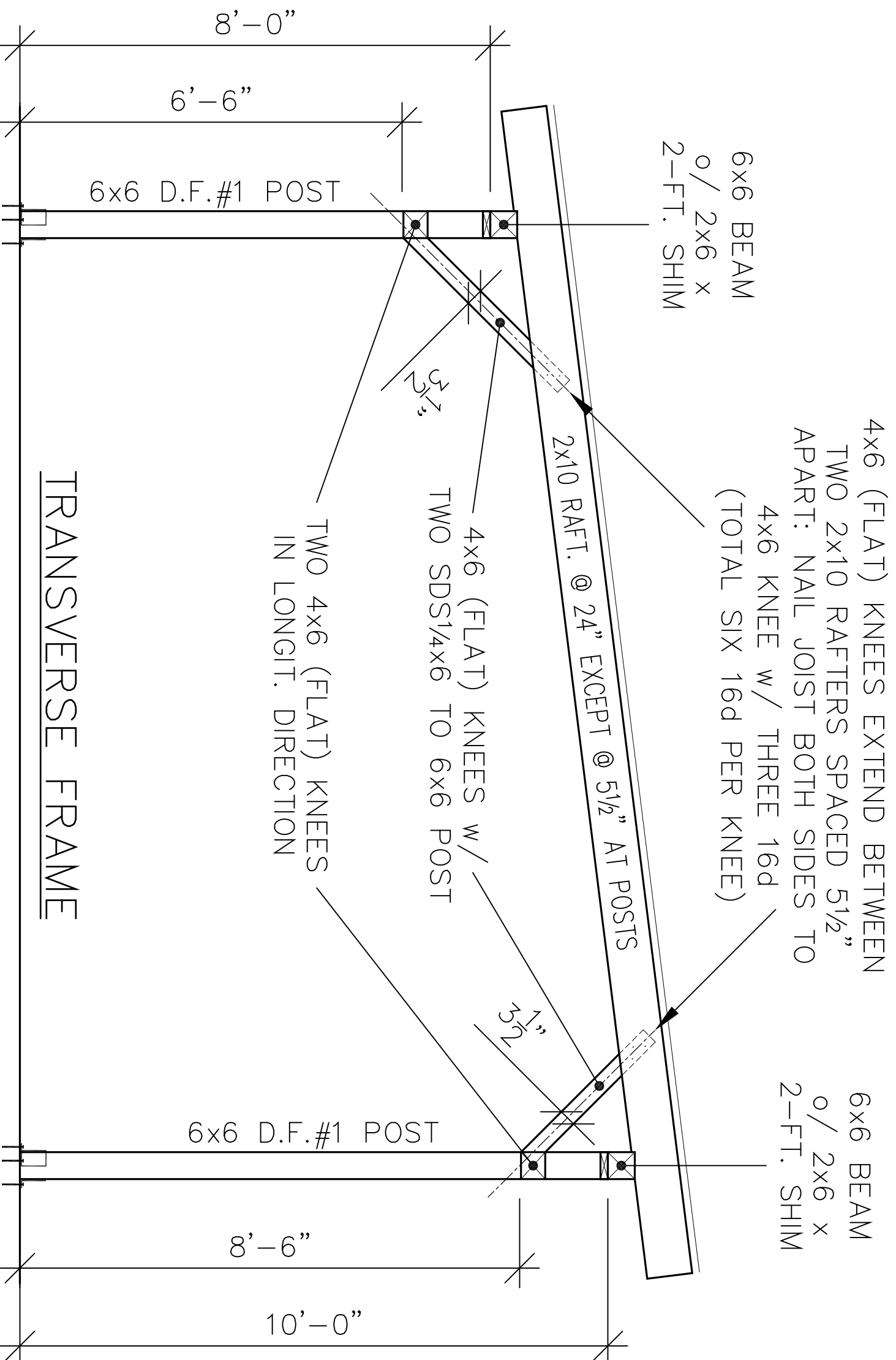
LONGITUDINAL POST



BLACKSMITH SHED — STEVE VADEN

**MAYONE STRUCTURAL
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tel 831-372-4455 fax 831-372-4459
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SEPT. 14, 2020
MSE # 20-039



TRANSVERSE FRAME

BLACKSMITH SHED – STEVE VADEN

9-30-2020
S.C. MAYONE
#20-039

2x10 BLOCK w/ - - - (see below)

BLACKSMITH
SHOP

Steve Vaden

METAL CLIP BOTH
ENDS OF BLOCK TO
RAFTER CAN BE
ABS NAILED OR
SCREWED CLIP
OR ML24Z

CLIP w/ THREE
SDS 1/4" x 1 1/2" EACH
LEG

(ML24Z
SHOWN)

2x10 (or 2x8)
BLOCK w/
TWO SDS 1/4" x 3 1/2"
INTO 4x6 KNEE

TWO SDS IN-PLACE

4x6

2x10
@ 24"

3 1/2"

MAYONE STRUCTURAL ENGINEERING, INC.
 Stephen C. Mayone SE4459
 187 El Dorado St., Ste. B, Monterey, CA 93940
 tel 831-372-4455 fax 831-372-4459
 www.mayonestructural.com

JOB Blacksmith Shed - Vaden # 20-039
 SHEET NO. 1 OF 7
 CALCULATED BY _____ DATE 9-13-2020
 CHECKED BY _____ DATE _____
 SCALE _____



ASCE 7-16 OPEN BUILDING

§ 27.3.2 OPEN BLDG W/ MONOSLOPE ROOF

$$P = q_h G C_h \quad (27.3-2)$$

[REF. 11-031.1 MSE]

G GUST FACTOR USE 1.40 (§26.11.6) (H Olafsson U. Iceland)

EXPOSURE B

TRANSVERSE DIRECTION $\alpha = \sin^{-1}(2/10) = 7.2^\circ$

Figure 27.3-4 (ENTER FOR $7.5^\circ \sim 7.2^\circ$)

$\gamma = 0^\circ$ Obstructed wind flow

AVG. -1.25
 AVG. -1.25

CASE A	CNW = -1.0	CNL = -1.5
B	-1.7	-0.8

11" VALUE
 AWAY FROM
 T.O. ROOF

$\gamma = 180^\circ$ Obstructed Wind Flow

AVG. -0.7
 AVG. +0.25

CASE A	CNW = -0.2	CNL = -1.2
B	+0.8	-0.3

LONGITUDINAL DIRECTION

Figure 27.3-7 $\gamma = 90^\circ$ Obstructed Wind Flow

Dist. from Windward edge =

$z < h = 10'$	CASE A	CN = -1.2
	B	+0.5
$10' < h < 20'$	CASE A	-0.9
	B	+0.5
$z > 2h = 20'$	CASE A	-0.6
	B	+0.3

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JOB Bloodsmith Shed - Vaden # 20-039 ACTION/DISCUSSION/D

SHEET NO. 2 OF 7

CALCULATED BY _____ DATE 9-13-2020

CHECKED BY _____ DATE _____

SCALE _____

VELOCITY PRESSURE q_h $h=10'$ § 26.10.2

$q_h = q_z = 0.00256 K_z K_{zt} K_d K_e V^2$ (psf) ; V in mph

Eqn. (26.10.1)

K_z (§ 26.10.1) = 0.57

K_{zt} (§ 26.8.2) = 1.0

K_d (§ 26.6) = 0.85

K_e (§ 26.9) = 1.0

V (§ 26.5) = 110 mph

$q_h = 0.00256 \times (0.57) \times (1.0) \times (0.85) \times (1.0) \times (110)^2 = 15.00$ psf

TRANSVERSE DIR. CASE A + B $r=0^\circ$ Observed

$p_{AVG.} = 15.00 \text{ psf} \times (G=1.4) \times (C_{n,avg.} = -1.25) = 26.3$ psf

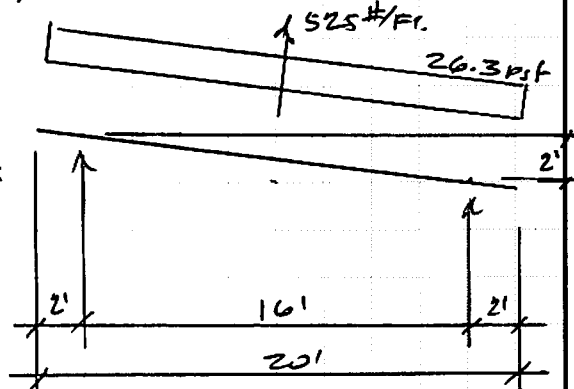
AWAY FROM ROOF = $20' \times 26.3 \text{ psf} = 525$ #/ft.

$\alpha = 7.2^\circ$

UPLIFT = $525 \text{ #/ft.} \cdot \cos 7.2^\circ = 521$ #/ft.

LATERAL = $525 \text{ #/ft.} \cdot \sin 7.2^\circ = 66$ #/ft.

UPLIFT MAX. = $\left(\frac{C_{n,max}}{C_{n,avg.}} \right) \times \frac{521}{2}$
 $= (-1.7 / -1.25) \times 260.5 = 354$ #/ft.



DESIGN ALL POST CONNECTIONS FOR 354 #/ft UPLIFT

$= 10' \times 354 \text{ #/ft.} = 3,540$ # UPLIFT/POST

GOVERNS BOTH DIR.

SHEAR AVG. = 66 #/ft. PER TWO POSTS (TRANSV.)

$= 10' \times 66 \text{ #/ft.} \div 2 \text{ posts} = 330$ #/POST

GOVERNS TRANSV. DIR.

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JOB Blacks with shed ACTION/DISCUSS/AND # 20-039

SHEET NO. 3 OF 7

CALCULATED BY _____ DATE 9-13-2020

CHECKED BY _____ DATE _____

SCALE _____

LONGIT. DIR. OVERALL LENGTH = 54'

CASE A

L'	0-10'	CN = -1.2	x 10'	= -12
	10'-20'	CN = -0.9	x 10'	= -9
	20'-54'	CN = -0.6	x 34'	= -20.4
<u>Σ CN x L'</u>				<u>= -41.4</u>

$$P_{per ft} = 15.00 psf \times (A=1.4) \times (\Sigma CN = -41.4) = -869 \#/ft$$

$$P_{total for roof} = 20' \times -869 = 17,380 \#$$

UPLIFT: Total UPLIFT = 17,380# x cos 7.2° = 17,250#

$$AVG. = \left(\frac{17,250 \#}{12 \text{ posts}} \right) = 1,438 \#/\text{POST UPLIFT.}$$

UPLIFT. MAX AT 2ND POSTS

$$CN AVG = (5' \times -1.2 + 5' \times -0.9) = -10.5$$

$$P = 15 \times 1.4 \times -10.5 = 220.5 \#/ft$$

$$P_{total for 2ND POSTS} = 20' \times 220.5 \#/ft = 4,410 \#$$

$$MAX. UPLIFT = \left(\frac{4410 \#}{2 \text{ POSTS}} \right) = \underline{\underline{2,205 \#/\text{POST}}}$$

(TRANSV. GOVERNS PG. 2)

SHEAR Total SHEAR = 17,380# x sin 7.2° = 2,179#

$$SHEAR/POST = \left(\frac{2,179 \#}{12 \text{ POSTS}} \right) = 182 \#/\text{POST}$$

GOVERNS LONGIT. DIR.

COLUMN & KNEE BRACE DESIGN

HT. (MAX.) = 10'
 UPLIFT (MAX) = 3,540 #
 SHEAR: TRANSV. = 330 #
 LONGT. = 182 #

CAP: CCQ66SDS2.5
 UPLIFT CAP: 6,785 #

BASE: CBSQ66-SD22
 UPLIFT CAP = 4,375 #
 (uncracked)

ALT. CBS66 4,375 #

6X6 COLUMNS D.F. #1

$f_t = 3,540 \# / 30.25 \text{ ft}^2 = 117 \text{ psi}$

TENSION

D.F. #1 $F_t = 825 \text{ psi} \times (CD = 1.33) = 1100 \text{ psi}$ ACK G.F. 3,635 #

$(f_t / F_t) = (117 \text{ psi} / 1100 \text{ psi}) = 0.106$

Leaves for (f_b / F_b) $1.00 - 0.106 = 0.8936 \times$

BENDING

D.F. #1 $F_b = 1200 \text{ psi} \times (CD = 1.33) = 1600 \text{ psi}$

$F_b \text{ allow combined} = 0.8936 \times 1600 = 1,430 \text{ psi}$

Mallow = $1430 \text{ psi} \times 27.729 \text{ in}^3 / 12 = 3,304 \text{ #}$

FOR TRANSVERSE DIR. $l_{max} = 3,304 \# / 330 \# / \text{ft} = 10.0'$

LONGT. DIR. $l_{max} = 3,304 \# / 182 \# / \text{ft} = 18.2'$

KNEES AT 8.5' ON 10' COLUMN. $\xrightarrow{330}$

$H_x \text{ KNEE} = 330 \# \times 10' / 8.5' = 388 \#$

$H_y \text{ KNEE} = H_x \text{ KNEE} = 388 \#$

$\text{AXIAL KNEE} = 388 \# \times \sqrt{2} = 549 \#$

2 KNEES AT INTERIOR COLS =

$\text{AXIAL} = 549 \# / 2 = 275 \#$

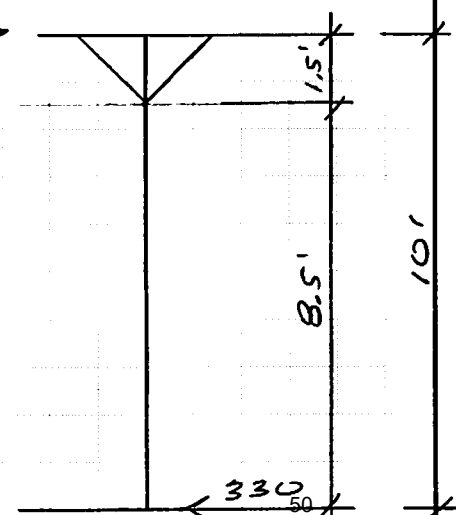
SDS 1/4 X 5" or 6" SCREWS

G.F. SHEAR = $340 \# \times 1.33 = 453 \#$

Withdrawal = $475 \# \times 1.33 = 633 \#$

PGUSD TWO SDS F.O.C. Regular Meeting of November 19, 2020

ALT. 4-10d NAILS IN SHEAR G.F. $4 \times 106 \times 1.33 = 565 \#$ F.O.S. = 2.05 x



BEAMS SPAN 10'

W DL = 5 psf W LL = 20 psf

WIND UPLIFT 26.3 psf

LOAD TO BEAMS

GRAV. TL = $10' \times (5 + 20) = 250 \#/ft$

WIND + DL = $10' \times 5 \text{ psf} - 10' \times 26.3 \text{ psf} = -213 \#/ft$
 SINCE WE GET INCREASE ANYTIME
 GRAV. TL GOVERNS

$M = 250 (10')^2 / 8 = 3125 \text{ \#} = F_b \cdot S$

6X BEAM (DF#) $F_b = 1350 \text{ psi} \times 1.25 = 1688 \text{ psi}$ 1600 6x6

$S_r = M / F_b = \left(\frac{3125 \text{ \#} \times 12}{1688 \text{ psi}} \right) = 22.22 \text{ in.}^3$ 6x6
 $\left(\frac{3125 \text{ \#} \times 12}{1600} \right) = 23.44 \text{ in.}^3 < 27.729 \text{ in.}^3$

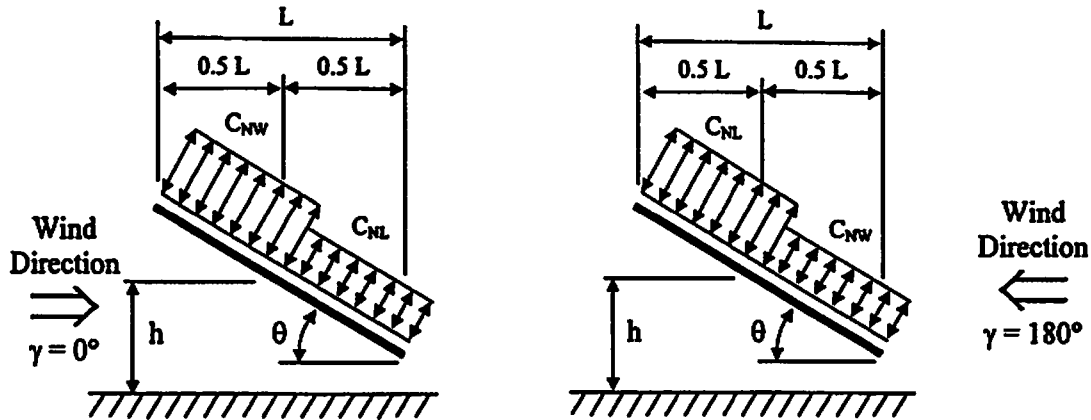
6X6 BEAM $S_x = 27.729 \text{ in.}^3$

$d_{6x6} = \left(\frac{22.5 \times 250 \times (10')^4}{1.6 \times 10^6 \times 26.255 \text{ in.}^4} \right) = 0.461'' = L / 260$
 ~ OK,

Blacksmith Shed

6 of 7

Diagrams



Notation

- L = Horizontal dimension of roof, measured in the along-wind direction, ft (m).
- h = Mean roof height, ft (m).
- γ = Direction of wind, degrees.
- θ = Angle of plane of roof from horizontal, degrees.

Net Pressure Coefficient, C_N

Roof Angle, θ	Load Case	Wind Direction, $\gamma = 0^\circ$				Wind Direction, $\gamma = 180^\circ$			
		Clear Wind Flow		Obstructed Wind Flow		Clear Wind Flow		Obstructed Wind Flow	
		C_{NW}	C_{NL}	C_{NW}	C_{NL}	C_{NW}	C_{NL}	C_{NW}	C_{NL}
0°	A	1.2	0.3	-0.5	-1.2	1.2	0.3	-0.5	-1.2
	B	-1.1	-0.1	-1.1	-0.6	-1.1	-0.1	-1.1	-0.6
7.5°	A	-0.6	-1.0	-1.0	-1.5	0.9	1.5	-0.2	-1.2
	B	-1.4	0.0	-1.7	-0.8	1.6	0.3	0.8	-0.3
15°	A	-0.9	-1.3	-1.1	-1.5	1.3	1.6	0.4	-1.1
	B	-1.9	0.0	-2.1	-0.6	1.8	0.6	1.2	-0.3
22.5°	A	-1.5	-1.6	-1.5	-1.7	1.7	1.8	0.5	-1.0
	B	-2.4	-0.3	-2.3	-0.9	2.2	0.7	1.3	0.0
30°	A	-1.8	-1.8	-1.5	-1.8	2.1	2.1	0.6	-1.0
	B	-2.5	-0.5	-2.3	-1.1	2.6	1.0	1.6	0.1
37.5°	A	-1.8	-1.8	-1.5	-1.8	2.1	2.2	0.7	-0.9
	B	-2.4	-0.6	-2.2	-1.1	2.7	1.1	1.9	0.3
45°	A	-1.6	-1.8	-1.3	-1.8	2.2	2.5	0.8	-0.9
	B	-2.3	-0.7	-1.9	-1.2	2.6	1.4	2.1	0.4

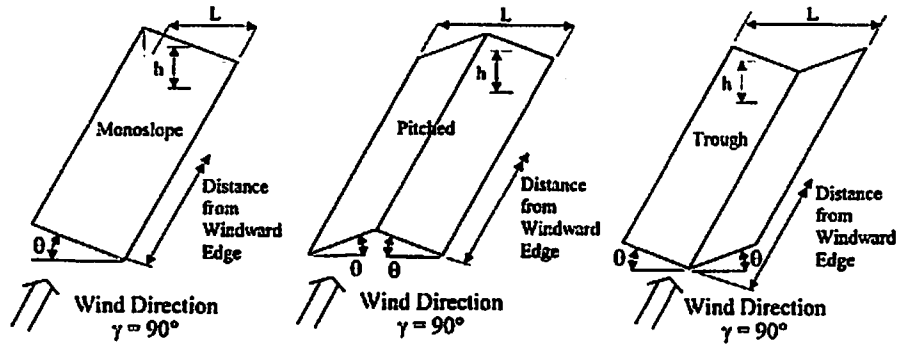
Notes

- C_{NW} and C_{NL} denote net pressures (contributions from top and bottom surfaces) for windward and leeward half of roof surfaces, respectively.
- Clear wind flow denotes relatively unobstructed wind flow with blockage less than or equal to 50%. Obstructed wind flow denotes objects below roof inhibiting wind flow (>50% blockage).
- For values of θ between 7.5° and 45°, linear interpolation is permitted. For values of θ less than 7.5°, use load coefficients for 0°.
- Plus and minus signs signify pressures acting toward and away from the top roof surface, respectively.
- All load cases shown for each roof angle shall be investigated.

FIGURE 27.3-4 Main Wind Force Resisting System, Part 1 ($0.25 \leq h/L \leq 1.0$): Net Pressure Coefficient, C_N , for Open Buildings with Monoslope Free Roofs, $\theta \leq 45^\circ$, $\gamma = 0^\circ, 180^\circ$

Blacksmith Shed

7 of 7

Diagrams**Notation**

L = Horizontal dimension of roof, measured in the along-wind direction, ft (m).

h = Mean roof height, ft (m). See Figs. 27.3-4, 27.3-5, or 27.3-6 for a graphical depiction of this dimension.

γ = Direction of wind, degrees.

θ = Angle of plane of roof from horizontal, degrees.

Net Pressure Coefficient, C_N

Horizontal Distance from Windward Edge	Roof Angle θ	Load Case	Clear Wind Flow C_N	Obstructed Wind Flow C_N
$<h$	All shapes	A	-0.8	-1.2
	$\theta < 45^\circ$	B	0.8	0.5
$>h, <2h$	All shapes	A	-0.6	-0.9
	$\theta < 45^\circ$	B	0.5	0.5
$>2h$	All shapes	A	-0.3	-0.6
	$\theta < 45^\circ$	B	0.3	0.3

Notes

- C_N denotes net pressures (contributions from top and bottom surfaces).
- Clear wind flow denotes relatively unobstructed wind flow with blockage less than or equal to 50%. Obstructed wind flow denotes objects below roof inhibiting wind flow (>50% blockage).
- Plus and minus signs signify pressures acting toward and away from the top roof surface, respectively.
- All load cases shown for each roof angle shall be investigated.
- For monoslope roofs with θ less than 5 degrees, C_N values shown apply also for cases where $\gamma = 0$ degrees and 0.05 less than or equal to h/L less than or equal to 0.25. See Fig. 27.3-4 for other h/L values.

FIGURE 27.3-7 Main Wind Force Resisting System, Part 1 ($0.25 \leq h/L \leq 1.0$): Net Pressure Coefficient, C_N , for Open Buildings with Free Roofs, $\theta \leq 45^\circ$, $\gamma = 90^\circ$, 270°

LEASE AGREEMENT FOR USE
OF SCHOOL DISTRICT PROPERTY

THIS AGREEMENT, made and entered into this 15th day of November, 2007, by and between the Board of Trustees of the Pacific Grove Unified School District (hereinafter "DISTRICT") and the Monterey Bay Charter School (hereinafter "LESSEE").

R E C I T A L S:

A. DISTRICT is the owner of the premises described in Exhibit A to this Agreement which consist generally of classrooms, support rooms, parking lots and playgrounds located at David Avenue School Site Pacific Grove, California.

B. DISTRICT is authorized to lease real property belonging to the School District, pursuant to Education Code Sections 17387 et seq.

C. The real property described in Exhibit A hereto and belonging to the School District is not currently needed by the DISTRICT for school classroom buildings at the time of delivery of possession and for the term of this Agreement.

D. LESSEE is a non-profit, educational organization which desires to lease the premises described in Exhibit A for the purpose of operating a K-8 School in accordance with the terms and conditions contained herein.

E. LESSEE has examined the premises and is fully informed of their condition.

NOW, THEREFORE, the DISTRICT and the LESSEE agree as follows:

1. DESCRIPTION OF PREMISES. The DISTRICT hereby leases to the LESSEE, and the LESSEE hereby leases from the DISTRICT, certain real property located in the City of Pacific Grove, County of Monterey, California, outlined in red in Exhibit A ("premises"), and the appurtenant rights set forth below:

1.1. LESSEE shall have full and unimpaired access to the premises at all times except in the event of destruction or condemnation of the premises and except as provided in paragraph 18.4 concerning Public Access.

1.2. DISTRICT leases to LESSEE and LESSEE leases from the DISTRICT those items and fixtures that are listed in Exhibit B, which items and fixtures shall be included within the meaning of "premises" unless specifically excluded.

2. TERM. The term of this Agreement shall commence December 1, 2007, and shall expire November 30, 2008, unless sooner extended or terminated as provided herein.

3. ACCEPTANCE OF PREMISES. LESSEE's taking possession of the premises upon commencement of the term shall constitute LESSEE's acknowledgement that the premises are in good condition. Exceptions, if any, shall be indicated in Exhibit C.

4. RENT. LESSEE shall pay to DISTRICT total monthly rent, without deduction, set-off, prior notice, or demand, the sum of \$14,052 payable on or before the 10th calendar day of each month from December 1st through June 30th. Effective July 1, 2008, the rent shall increase by the greater of 2.5% or the percentage growth of the State funded cost of living adjustment (COLA), up to a maximum 5%. Rental payments not received by the District by the 10th calendar day of the month shall bear interest at the rate of 10% per annum from the date due until the date paid.

4.1. LESSEE has previously paid DISTRICT upon execution of the prior Agreement the sum of \$8,890 as rent for the first and last full months of the lease term.

4.2. Pro-ration. If the first day of the term of this Agreement is other than the first day of a calendar month, then the first monthly payment of rent shall be prorated on a per diem basis. If the last day of the term of this Agreement is other than the last day of a calendar month, then the last monthly payment of rent shall be prorated on a per diem basis.

4.3. Improvement Credit. With prior written approval DISTRICT may give LESSEE credit against rent payment for improvements considered by DISTRICT to have improved premises to ultimate benefit of DISTRICT. Value of credit shall be determined by DISTRICT based on reasonable standards. (At the time of signing this lease, a credit of \$142 per month has been previously approved.)

5. SECURITY DEPOSIT. LESSEE has previously deposited with DISTRICT upon execution of the prior agreement the sum of \$5,000.00 as security for LESSEE's faithful performance of LESSEE's obligations hereunder. If LESSEE fails to pay rent or other charges due hereunder, or otherwise defaults with respect to any provision of this Agreement, DISTRICT may use, apply or retain all or any portion of said deposit for the payment of any rent or other charge in default or for the payment of any other sum to which lessor may become obligated by reason of LESSEE's default, or to compensate DISTRICT for any loss or damage which DISTRICT may suffer thereby. If DISTRICT so uses or applies all or any portion of said deposit, LESSEE shall within ten (10) days after written demand therefore deposit cash with DISTRICT in an amount sufficient to restore said deposit to the full amount hereinabove stated and LESSEE's failure to do so shall be a material breach of the Agreement. DISTRICT shall not be required

to keep said deposit separate from its general accounts. If LESSEE performs all of LESSEE's obligations herein under, said deposit or so much thereof as has not theretofore been applied by DISTRICT shall be returned, without payment of interest or other increment for its use, to LESSEE at the expiration of the term hereof, and after LESSEE has vacated the premises. No trust relationship is created herein between DISTRICT and LESSEE with respect to said Security Deposit.

6. USE. LESSEE shall use the premises for operating school education classes, and activities reasonably related thereto, and for no other use without DISTRICT's prior written consent. LESSEE's use of the premises as provided in this Agreement shall be in accordance with the following:

6.1. Program Restrictions. LESSEE will not knowingly offer, make available, or provide any program or activity which is damaging to the site or disruptive to the neighborhood in ways not normally expected to be associated with a school use.

6.2. Cancellation of Insurance. LESSEE shall not knowingly do, bring, or keep anything in or about the premises that will cause a cancellation of any insurance covering the building in which the premises are located.

6.3. Compliance with Laws. LESSEE shall comply with all laws concerning the premises or LESSEE's use of the premises.

6.4. Waste; Nuisance. LESSEE shall not use the premises in any manner that will constitute waste, nuisance, or unreasonable annoyance to owners or occupants of adjacent properties or to other lessees or users of the building or school site in which the premises are located.

7. DISTRICT MAINTENANCE. Except as otherwise provided, DISTRICT at its own cost shall maintain, in good condition, only the following: a) the structural parts of the buildings in which the premises are located; b) the existing unexposed electrical, plumbing, and sewage systems; and c) the roofs, gutters, and downspouts on the buildings in which the premises are located.

DISTRICT shall repair the premises if they are damaged by (a) causes outside the premises over which the LESSEE has no control; (b) acts or omissions of the DISTRICT or its authorized representatives; or (c) DISTRICT's failure to perform its obligations under this paragraph.

8. LESSEE MAINTENANCE. Except as provided in Paragraph 7, LESSEE shall maintain in good condition all interior and exterior portions of the premises, including without limitation all LESSEE's personal property. LESSEE shall collaboratively work with other tenants to maintain common portion of the premises. LESSEE shall be liable for any damage resulting from acts or omissions of LESSEE or its authorized representatives.

In addition, LESSEE at its cost shall maintain in good condition all alterations and improvements made by it under this Agreement, and DISTRICT shall have no responsibility to maintain such alterations or improvements.

9. ALTERATIONS. LESSEE shall not make any structural, interior or exterior alterations to the premises without DISTRICT's prior written consent. LESSEE at its own cost shall have the right to make, without DISTRICT's consent, nonstructural alterations to the interior of the premises that LESSEE requires in order to conduct business on the premises.

The alterations shall not be commenced until two (2) working days after DISTRICT has received notice from LESSEE stating the date the installation of the alterations is to commence.

Alterations shall be performed under the supervision of a licensed contractor qualified to conduct the alteration and in a manner that will not interfere with the quiet enjoyment and regular business of the DISTRICT or other joint users of the school site at which the premises are located.

Any alterations made for which "improvement credit" was given pursuant to paragraph 4.3 shall remain on and be surrendered with the premises on expiration or termination of the term, except that DISTRICT can elect within thirty (30) days before the expiration of the term, or within five (5) days after termination of the term, to require LESSEE to remove any such alterations that LESSEE has made to the premises. If DISTRICT so elects, LESSEE at its cost shall restore the premises to the condition designated by DISTRICT in its election, before the last day of the term, or within thirty (30) days after notice of election is given, whichever is later.

If LESSEE is not then in default of any provisions of provisions of this Agreement, LESSEE shall have the right to remove from the premises immediately before the expiration of the term or within thirty (30) days after termination of the term, any alterations LESSEE has made to the premises, for which "improvement credit" was not given pursuant to paragraph 4.3, as long as the removal will not cause any structural damage to the premises, and LESSEE at its cost restores any damage caused by the removal.

10. UTILITIES AND SERVICE. Except as provided herein below, DISTRICT shall allow to be furnished to the premises reasonable quantities of gas, electricity and water, as required for LESSEE's use. Such utilities and services shall be furnished to the premises at all times during the term.

10.1. Failure to Furnish. DISTRICT shall not be liable for failure to furnish Utilities or services to the premises when the failure results from causes beyond DISTRICT's reasonable control, but in case of failure DISTRICT will take all

reasonable steps to restore the interrupted utilities and service.

10.2. Costs for Utilities. All charges, costs, and expenses for utilities-provided for the LESSEE at the premises shall be paid by LESSEE. If separate meters have not been installed, at LESSEE expense, then the cost of utilities provided through common meters shall be divided between multiple tenants in direct proportion to the square footage of leased space of each tenant.

10.3. Telephone. LESSEE shall make all arrangements for and pay for all telephone service to or used by the leased premises and for all connection and disconnection charges.

10.4 Trash Collection. LESSEE shall make all arrangements and pay for all trash collection service required by the LESSEE.

11. CUSTODIAL, MAINTENANCE AND GROUND SERVICES. LESSEE at its cost shall provide all custodial, maintenance and grounds services in the premises used by it pursuant to this Agreement-other than noted above. District shall arrange for services required in common areas and charge LESSEE its proportional share of the cost of these services based on their relative square footage.

12. INDEMNIFICATION. LESSEE shall hold harmless and indemnify DISTRICT, its Board of Education, officers, employees, and authorized representatives from any claim arising out of any damage to any person or property occurring in, on, or about the premises in connection with LESSEE's performance pursuant to this Agreement, except for claims resulting from the sole negligence or willful misconduct of DISTRICT.

LESSEE shall defend, at its own expense, cost, and risk, any and all actions, suits, or other proceedings that may be brought or instituted against DISTRICT, its Board of Education, officers, employees, or authorized representatives, on any such claim for which LESSEE holds harmless and indemnifies DISTRICT. LESSEE shall pay or satisfy any judgment that may be rendered against DISTRICT, its Board of Education, officers, employees, or authorized representatives, in any action, suit, or other proceedings as result thereof.

13.1 COMPREHENSIVE GENERAL LIABILITY AND PROPERTY DAMAGE INSURANCE. LESSEE at its cost shall maintain Comprehensive General liability and property damage insurance with liability limits of not less than \$500,000 per person and \$1,000,000 per occurrence, and property damage limits of not less than \$500,000 per occurrence, with an aggregate coverage of \$1,000,000 insuring against all liability of LESSEE and its authorized

representatives arising out of and in connection with LESSEE's use of the premises.

All Comprehensive General liability and property damage insurance shall insure performance by LESSEE of the indemnification provisions of paragraph 12. Both parties shall be named as co-insured, and the policy shall contain cross-liability endorsements.

13.2 BUSINESS CONTINUATION INSURANCE. District requests that LESSEE provide evidence of Business Continuation Insurance covering LESSEE's obligation under this agreement.

14. OTHER INSURANCE MATTERS: All the insurance required under this Agreement shall:

14.1. Be issued by insurance company authorized to do business in the State of California.

14.2. Be issued as a primary policy.

14.3. Contain an endorsement requiring thirty (30) days' written notice from the insurance company to both parties before cancellation or change in the coverage, scope or amount of any policy.

Each policy, or a certificate of the policy, together with evidence of payment of premiums, shall be deposited with the DISTRICT at the commencement of the term, and on renewal of the policy not less than ten (10) days before expiration of the term of the policy.

15. ASSIGNMENT. LESSEE shall not voluntarily assign or encumber its interest in this Agreement or in the premises, or sublease all or any part of the premises, or allow any other person or entity (except LESSEE's authorized representatives) to occupy or use all or any part of the premises, without first obtaining DISTRICT's written consent. Any assignment, encumbrance, or sublease without DISTRICT's written consent shall be void and, at DISTRICT's election, shall constitute a default. No consent to any assignment, encumbrance, or sublease shall constitute a further waiver of the provisions of this paragraph.

16. DEFAULT. The occurrence of any of the following shall constitute a default of LESSEE:

16.1. Failure to pay rent when due, if the failure continues for five (5) days after notice has been given to LESSEE.

16.2. Abandonment and vacation of the premises (failure to occupy and operate the premises for ten (10) consecutive school days, excluding school holidays, shall be deemed an abandonment and vacation).

16.3. Failure to perform any other provision of this Agreement if the failure to perform is not cured within thirty (30) days after notice has been given to LESSEE. If the default cannot reasonably be cured within thirty (30) days, LESSEE shall not be in default of this Agreement if LESSEE commences to cure the default within the thirty (30) day period and diligently and in good faith continues to cure the default.

Notices given under this paragraph shall be in writing and shall specify the alleged default and the applicable provisions of the Agreement, and shall demand that LESSEE perform the provisions of this Agreement or pay the rent that is in arrears, as the case may be, within the applicable period of time, or quit the premises. No such notice shall be deemed a forfeiture or a termination of this Agreement unless DISTRICT so elects in the notice.

17. DISTRICT'S REMEDIES. DISTRICT shall have the following remedies if LESSEE commits a default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law.

17.1. DISTRICT can continue this Agreement in full force and effect, and the Agreement will continue in effect as long as DISTRICT does not terminate LESSEE's right to possession, and DISTRICT shall have the right to collect rent when due.

17.2. DISTRICT can terminate LESSEE's right to possession of the premises at any time. No act by DISTRICT other than giving Notice to LESSEE shall terminate this Agreement. Upon termination, DISTRICT has the right to recover from LESSEE rents due and unpaid on the date of termination.

18. DISTRICT'S ENTRY ON PREMISES. Upon not less than 24 hours advance notice, DISTRICT or its authorized representatives shall have the right to enter the premises at all reasonable times for any of the following purposes:

18.1. To determine whether the premises are in good condition and whether LESSEE is complying with its obligations under this Agreement;

18.2. To do necessary maintenance and to make any restoration to the premises or the building and other improvements in which the premises are located that DISTRICT has the right or obligation to perform; and

18.3. To serve, post, or keep posted any notices required or allowed under the provisions of this Agreement

In an emergency, DISTRICT or its authorized representatives may enter the premises at any time without prior notice to LESSEE for the purpose of making corrections or repairs to alleviate such emergency.

DISTRICT shall conduct its activities on the premises as allowed in this paragraph in a manner that will cause the least possible inconvenience, annoyance, or disturbance to LESSEE.

→ 18.4 PUBLIC ACCESS. In addition, DISTRICT shall retain the right to give the public access to the school playgrounds and parking areas, and access routes thereto, during weekday hours when the LESSEE is not using the premises, on weekends and on holidays when LESSEE is not using premises. DISTRICT shall retain liability for such public access and use.

19. NOTICES. Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other party or any other person shall be in writing and either served personally or sent by prepaid, first class mail and addressed to the other party as follows:

DISTRICT: Robin Blakley, Assistant Superintendent For Business Services, 555 Sinex Ave., Pacific Grove, CA 93950

LESSEE: Monterey Bay Charter School PO Box 52137, Pacific Grove, CA 93955 Attn: David Hill

Either party may change its address by notifying the other party of the change of address. Notice shall be deemed communicated within 48 hours from the time of mailing if mailed as provided in this paragraph.

20. WAIVER. No delay or omission in the exercise of any right or remedy of DISTRICT on any default by LESSEE shall impair such a right or remedy or be construed as a waiver.

20.1. The receipt and acceptance by DISTRICT of delinquent rent shall not constitute a waiver of any other default; it shall constitute only a waiver of timely payment for the particular rent payment involved.

20.2. No act or conduct of DISTRICT, including without limitation the acceptance of keys to the premises, shall constitute an acceptance of the surrender of the premises by LESSEE before expiration of the term. Only a notice from DISTRICT to LESSEE shall constitute acceptance of the surrender of the premises and accomplish a termination of this Agreement.

20.3. DISTRICT's consent to or approval of any act by LESSEE requiring DISTRICT's consent or approval shall not be deemed to waive or render unnecessary DISTRICT's consent to or approval of any subsequent act by LESSEE.

20.4. Any waiver by DISTRICT of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of the Agreement.

21. SURRENDER OF PREMISES. On expiration of the term, LESSEE shall surrender to DISTRICT the premises in good condition, except for ordinary wear and tear. LESSEE shall remove all of its personal property within the above-stated time.

22. HOLDING OVER. If LESSEE remains in possession of the premises after expiration or termination of the term, or after the date in any notice given by DISTRICT to LESSEE terminating this Agreement, such holding over shall be at the rent then prevailing and all other terms and conditions of the Agreement shall be in full force and effect except that the term shall be from month to month only.

23. POSSESSORY INTEREST TAX. In the event this Agreement creates a possessory interest Subject to property taxation, LESSEE shall be solely and exclusively responsible and liable for payment of such possessory interest tax pursuant to Revenue and Taxation Code.

24. TERMINATION. Either party can elect to terminate this Agreement upon thirty (30) days' advance written notice to the other party. DISTRICT election to terminate the agreement shall be made at the District's discretion and may be made without "cause".

25. MISCELLANEOUS PROVISIONS.

25.1. Time of Essence. Time is of the essence of each provision of this Agreement.

25.2. Consent of Parties. Whenever consent or approval of either party is required, that party shall not unreasonably withhold such consent or approval.

25.3. Exhibits. All exhibits referred to are attached to this Agreement and incorporated by reference.

25.4. California Law. This Agreement shall be construed and interpreted in accordance with the laws of the State of California.

25.5. Integrated Agreement. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.


25.6. Captions. The captions of this Agreement shall have no effect on its interpretation.

25.7. Severability. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, invalid, or illegal.

25.8. Negation of Partnership. LESSEE shall not be deemed a portion or joint venturer, partnership, association, or agency with DISTRICT by reasons of the provisions of this lease.

IN WITNESS WHEREOF, the Board of Education of the Pacific Grove Unified School District and the LESSOR have caused this LEASE AGREEMENT FOR USE OF SCHOOL DISTRICT PROPERTY to be executed by their respective duly authorized representatives on the day and year first above-written.


LESSOR: PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By:  Date: 12/4/07

Name: Ralph Gomez Porras

Title: Superintendent

LESSEE: Monterey Bay Charter School

By:  Date: 12/30/07

Name: David Hill

LEASE AGREEMENT FOR USE OF SCHOOL DISTRICT PROPERTY

EXHIBIT A:

DESCRIPTION OF PREMISES

The following described premises, outlined in red on the attached pages, and located at David Avenue School Site, 1004 David Avenue, Pacific Grove, California, 93950:

For Monterey Bay Charter School: B-Wing(excluding Boys toilet, Girls toilet and janitors room)(calculated as containing 6,000sq ft.). C-Wing (containing 4,445 sq. ft.)and E-3(containing 960 sq. ft.). For a total of 11,405 sq. ft. In addition an undivided interest in the play fields(proportional to the square footage of space rented by Monterey Bay Charter School relative to that rented by other users).

This Exhibit is attached to the Agreement pursuant to paragraph 1.

LEASE AGREEMENT FOR JOINT USE OF SCHOOL DISTRICT PROPERTY
LESSOR:

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

SUBJECT: Board Calendar/Future Meetings

DATE: November 19, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar, 2020-21 School Year August-December

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

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

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

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

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

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

SUBJECT: District Update on Response to COVID-19

DATE: November 19, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19, as well as present updated Red Tier Hybrid schedules for each school site.

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Facilities Project Updates

DATE: November 19, 2020

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

RECOMMENDATION:

The Administration recommends that the Board review and provide feedback on ongoing and upcoming facilities and maintenance projects.

BACKGROUND:

This report provides the Board of Education an update to Facilities and Maintenance projects that are either ongoing, complete, or in the planning stages.

INFORMATION:

1. Proposition 39 Project
 - Maintenance crews are installing exterior lighting.
 - Installation of HVAC controls at Forest Grove
2. Middle School PAC Improvements
 - Installation of a motorized screen and projector.
 - Repair of house light fixtures and bulb replacement
3. High School Pool Light Repairs
 - Pole light fixtures at the pool failed structurally. Maintenance crews replaced all fixtures.
4. High School Gutter and Roof Repairs
5. Forest Grove playground box and ADA improvements
6. District Office Overgrown Vegetation Removal
7. COVID Response
8. Review of District Work Orders

FISCAL IMPACT:

This item is for discussion only but each project required the purchase of materials or the contracting of services.

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

SUBJECT: Future Agenda Items

DATE: November 19, 2020

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the November 19, 2020 Regular Board Meeting:

- A member of the public requested Dual Language Elementary Program (March 18, 2021)
- Board requested an update about teacher housing (TBD)
- Board requested a presentation on Diversify Our Narrative
- Board requested a renewed discussion about district solar panels (Spring 2021)
- A member of the public requested that the Board consider streaming all Board meetings after COVID conditions