

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, APRIL 21, 2022**

Mission Statement

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

DATE: Thursday, April 21, 2022
TIME: 5:30 p.m. Closed Session
6:30 p.m. Open Session
LOCATION: **IN PERSON**

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

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

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/84103539731?pwd=OEVWNGY0QWRSQjhxazRnaVFQVVEwUT09> Meeting ID: 841 0353 9731 Passcode: 435875 One tap mobile
[+13017158592](tel:+13017158592),[+13126266799](tel:+13126266799),[+13462487799](tel:+13462487799),[84103539731#](tel:+13017158592),[+16699006833](tel:+16699006833),[+19292056099](tel:+19292056099),[+12532158782](tel:+12532158782) US (Washington DC)
US (Chicago) Dial by your location +1
301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 346 248 7799
US (Houston) +1 669 900 6833 US (San Jose) +1 929 205 6099 US (New York) +1
253 215 8782 US (Tacoma)
Meeting ID: 841 0353 9731
Passcode: 435875
Find your local number: <https://pgusd.zoom.us/j/84103539731?pwd=OEVWNGY0QWRSQjhxazRnaVFQVVEwUT09>

Additional Teleconferencing Location

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

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

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

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
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AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Roll Call

C. Adoption of Agenda

• Board Questions/Comments:

• Public Comment:

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

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [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 2021-22 [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. Planning and Preparation – Meet and Confer Administration
4. Planning and Preparation – Meet and Confer Classified Confidential
5. Planning and Preparation – Adult School
6. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2021-22 - Compensation; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
7. Conference with Labor Negotiators – Superintendent employment contract for 2021-22 - Compensation; public school employer and its designated representatives: Cristy Dawson, Board President and Frank Rivera, Board Clerk [Gov. Code §54957.6]

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

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III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [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 2021-22 [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.
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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 will also take public comment on each specific action item prior to Board action on each item. The Board will allow a reasonable amount of time for public comment on each agenda item not to exceed 3 minutes per speaker and no more than 20 minutes per agenda item, pursuant to Board Policy 9323. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever comes first. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

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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 April 7, 2022 Board Meeting 7
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #15 14
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #15.
- C. Classified Assignment Order #15 16
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #15.
- D. Warrant #642 18
Recommendation: (Song Chin-Bendib, Asst Superintendent Business Services) The Administration recommends that the Board accept and approve Warrant Schedule #642
- E. Contract – Howards Piano 20
Recommendation: (Sean Roach, Principal, PG Middle) The District Administration recommends the Board review and approve the contract for services with Howards Piano to remove two pianos that were donated to the Music/Choir Department
- F. Surplus Property 23
Recommendation: (Sean Roach, Principal, PG Middle) The District Administration recommends the Board review and approve the two donated pianos at Pacific Grove Middle School be declared as surplus property.
- G. Contract – Scott Backovich Communications – PGH 25
Recommendation: (Lito García, Principal, PG High). The District Administration recommends the Board review and approve the contract with Scott Backovich Communications/ENVOLVE for training for Leadership students.
- Board Questions/Comments:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ___ Rivera ___ Paff ___ B. Swanson ___ C. Swanson ___

VII. PUBLIC HEARING I/ACTION A: Public Hearing and Approval of Tentative Agreement with Pacific Grove Teachers Association (PGTA) for Fiscal Year 2021-22 33

- A. Recommendation: The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for 2021-22, and then immediately following the Public Hearing, approve the agreement as presented.
- Board Questions/Comments:

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

VIII. ACTION/DISCUSSION

B. District Update on Response to COVID-19 56

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

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

C. Resolution No. 1090: Resolution Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 8, 2022 General Election. 57

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board adopt Resolution No. 1090: Resolution Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 8, 2022 General Election.

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

D. Approval of Meet and Confer Agreement with the Management/Administration Group 63

Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends the Board approve the Meet and Confer Agreement with the PGUSD Management/Administrative Group.

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

E. Approval of the Assistant Superintendent's 2021-22 Contract Amendment: Retroactive Compensation Adjustment 66

Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board approve the Assistant Superintendent's 2022 Contract Amendment: Retro Action Compensation Adjustment.

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

F. Approval of the Superintendent's 2021-22 Contract Amendment: Terms of Service and Retroactive Compensation Adjustment 76

Recommendation: (Cristy Dawson, Board President) It is recommended that the Board review and approve the Superintendent's 2022 Contract: Terms of Service and Retroactive Compensation Adjustment as presented.

- Board Comments/Questions:

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

G. Board Calendar/Future Meetings 90

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

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

VIV. INFORMATION/DISCUSSION

A. Review of Mission Trails JPA and CTE 94

Recommendation: Regarding Career Technical Education (CTE) the District Administration recommends the Board review and discuss whether Pacific Grove Unified School District (PGUSD) should remain in a consortium with Carmel Unified School District or consider joining the Mission Trail Joint Exercise of Power Agreement (JPA) and its seven district members.

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

B. Future Agenda Items 117

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

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

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

VX. ADJOURNMENT

Next regular Board meeting: May 5, 2022

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, APRIL 7, 2022**

Consent

Mission Statement

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**PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Annual Organizational and Regular Meeting of April 7, 2022 – District Office/Virtual**

I. OPENED BUSINESS

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

C. Adopted Agenda

MOTION BS/CS to adopt agenda as presented.

Public comment: None

Motion CARRIED by roll call vote 5-0

II. CLOSED SESSION

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5. Planning and Preparation – Adult School
6. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2021-22 - Compensation; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
7. Conference with Labor Negotiators – Superintendent employment contract for 2021-22 - Compensation; public school employer and its designated representatives: Cristy Dawson, Board President and Frank Rivera, Board Clerk [Gov. Code §54957.6]
8. Superintendent Mid-Year Evaluation Check-in

B. Public comment on Closed Session Topics:

None

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

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

- Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [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.
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- Superintendent Mid-Year Evaluation Check-in
 - *The Board discussed and provided direction*

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

- *FGE Parent, Concerns about PGMS dance conflicting with athletic performances, complaints regarding thermostats and temps in FGE classrooms, support for teacher to get a fair compensation agreement, letter regarding successful college night, re Measure D project, about reconfiguration plans, skatepark in PG, support for outdoor eating area, request from parent to be nominated for SELPA CAC.*

B. Board Member Comments

- *BS: Happy Spring*
- *JP: Congrats to Robotics Team success, PGH students going to Carnegie Hall*
- *FR: Congrats to Robotics, support COVID testing and masks after break*
- *CS: Congrats to Track and Field, Lozano Smith video to help understand redistricting, pleased about successful gallbladder surgery and recovering*
- *CD: Thanks to RHD about feedback from Equity training, lauded Fentanyl townhall as critical nature*

C. Superintendent Report

- *Fentanyl Townhall and upcoming at PGH, more training for staff and community coming re Narcan, Narcan distribution event on April 27, Cultural Proficiency Training for staff Day#2 was very successful, appreciate Rotary Track event*

D. PGUSD Staff Comments (Non Agenda Items)

- *Principal Keller: Appreciative of PGUSD Facilities and staff for potentially repairing elementary slide over the break, spending 2020 Pebble Beach grant on garden beds, Purple Up day to recognize military families April 21*
- *Principal Roggeman: Welcome to mini Butterfly Parade Friday 845 am at PGH Stadium*

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- None

VI. CONSENT AGENDA

- Minutes of March 17, 2022 Board Meeting
- Certificated Assignment Order #14
- Classified Assignment Order #14
- Donations
- Quarterly Report on Williams Uniform Complaints
- Contract for Services with Ashley Beem and Beem Video
- Contract for Services with Justice Post at Pacific Grove Middle School
- Contract for Service With MJ Communications, Inc
- Approval of the Updated 2022-2025 Educational Technology Plan

Consent Item I pulled by Paff

MOTION JP/FR to adopt Consent Agenda WITHOUT Item I as presented

Public comment: *None*

Motion CARRIED by roll call vote 5-0

Consent Item I: Approval of the Updated 2022-2025 Educational Technology Plan

- *JP: Is Measure A or Measure D paying for physical capital improvement? (Binder: worked with consult, physical building will be Measure D and Measure A spending is specific .. flooring does not qualify. Confirmed by Asst Supt)*
- *CS: Support Ed Tech plan. Concerned about timing and how flex labs will be included in instruction/curriculum? Will it leap frog current projects? (Binder: There will be wiggle room in terms of timing or planning. RHD is good example of project goal but not complete. Could focus on finishing RHD then address FGE). Measure D update coming second meeting in May*
- *JP: Facilitron work list status? (400 to around 61 items after culling)*
- *Erica Chavez: Use Measure A to facilitate staff development to help better utilize spaces for when Mr. Bradley is not there (Binder: Plan does include some training though funding will be addressed)*
- *Jennifer McNary: Supports Erica Chavez about PD. Why did RHD start first? (Keller: When first arrived, STEM Club was already proceeding then amplified by Mr. Bradley and Mrs. Pechan to build lab. Staff has engaged the work)*
- *Jennifer McNary: Why facility differences (Binder: new portables make it easier)*

Motion JP/ CS to adopt Consent Item I: CS offered friendly amendment pg 56, specifically call out that the District will fund PD for site staff.

Motion CARRIED by roll call vote 5 - 0

VII. ACTION/DISCUSSION

A. District Update on Response to COVID-19

Same update that has been included in the April 7, 2022 issue of "The Break"; proposed potential re-masking criteria.

BS: Not interesting in approving restrictions at this time, can call a special meeting if needed

JP: The "number" is most critical, not a big stretch to put a "value"

CS: In favor of anything above low metric

FR: In favor of same

CD: In favor of same

Public Comment:

Robin Pelc: Communication and preparation is always better, also better to be safer ahead of time, knows families who have been affected, suggested extra measure for week back: reinstate mask back for the first week back and make rapid testing requirement, attended White House webinar on "housing challenge" and can pass along information about best practice

JP: Not reasonable to require testing r

Motion:

"PGUSD would return to mask mandate for all students and staff indoors if we see change in City of Pacific Grove metric at "Moderate or above" combined metric according to the CDC COVID data tracker, and, the mask restriction would be removed the following day of moving into the "Low" category of same metrics."

Move: JP

Second: BS

Roll Call Vote: 5-0

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B. Resolution No. 1089 for the Issuance and Sale of 2014 Election Measure A Series D of the Education Technology Bond

Board Comments/Questions:

JP: 18 Million over all series? (Dale Scott: yes)

Public Comment: *None*

Motion to approve contract as presented

Move: *BS*

Second: *FR*

Roll Call Vote: 5-0

C. Ratification of Pacific Grove High School Instrumental Music Field Trip

Board Comments/Questions:

- *LG: Why ratification, how did it happen? (García: Miscommunication by teacher and will work to avoid for the future)*
- *BS: "Bad is after the fact, but good is that we are having trips)*

Public Comment:

- *None*

Motion to ratify as presented

Move: *CD*

Second: *JP*

Roll Call Vote: 5-0

D. Robert Down Elementary Engraved Brick Fundraiser for Jen Hinton Field

Board Comments/Questions:

Public Comment:

- *Beth Shammas: Follow specific policy, careful of ADA issues*

Move: *BS*

Second: *FR*

Roll Call Vote: 5 - 0

E. 2022–23 School Calendar and 2023-24 School Calendar (2 year model)

Board Comments/Questions:

- *JP: Would like to reduce some of the breaks, school starts to early in the year*
- *CS: Acknowledged that this is big undertaking, parents asked about how they can be involved? Could week breaks be longer for families who travel to México at stay longer and they lose instruction?*
- *CD: I think teachers need breaks*

Public Comment:

- *J. McNary: CD comment about students sitting home reflects equity needs*

Move: *CD*

Second: *FR*

Roll Call Vote: 4 – 1 (*Paff - No*)

F. Revised Job Description for Confidential Position of Administrative Assistant to the Assistant Superintendent of Business Services

Board Comments/Questions:

- *CS: Confirmed that union was consulted*

Public Comment:

- *None*

Move: *CD*

Second: *FR*

Roll Call Vote: 5 - 0

G. 2020-2021 Financial Audit Report and Measures A & D Financial & Performance Audit Report

Board Comments/Questions:

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- *JP:*
- *CS: Very clean audit, "good job"*

Public Comment:

- *None*

Move to accept the findings: *CD* Second: *JP* Roll Call Vote: 5 – 0

H. Ratification of Pacific Grove Middle School CCS Honor Event

- *Mr Tovani: Miscommunication by teacher, work to mitigate future repeat of error*

Board Comments/Questions:

- *BS: Was there a band element for MS? (Teacher was out so Band event skipped)*
- *CD: Double check procedures*

Public Comment:

- *None*

Move: *JP* Second: *BS* Roll Call Vote: 5 – 0

I. Contract for Services with Shamrock Office Solutions Landen for the Financing and Maintenance of District Copy Machine

Board Comments/Questions:

- *None*

Public Comment:

- *None*

Move: *CD* Second: *FR* Roll Call Vote: 5 – 0

J. Board Calendar/Future Meetings

Board Comments/Questions:

- *CS: Why not a safety report?*
- *BS: Would like to consider site visits*

Public Comment:

- *None*

Move: *JP* Second: *CD* Roll Call Vote: 5 – 0

K. Walk On Item: Contract With Positive Behavior Supports Corp.

Board Comments/Questions:

- *BS: Serving student who were receiving support and now do not have that? (Yes. Must provide what is on IEP)*
- *JP: Who will they report to? (Supervision of classroom teacher, and admin direction, work for their agency and evaluation by agency. Agency does background checks)*
- *CS: Which sites? (RHD)*

Public Comment:

- *A. Ramos: Parent at RHD. Thank SpEd staff at RHD for their work ethic and dedication, Kudos!, concerns about student safety due to staffing shortage, encourage trustees, principal and/or supt visit the classroom to observe the need*
- *Erica Chavez: Offer support as general inclusion class teacher*

Move: *JP* Second: *CS* Roll Call Vote: 5 – 0

VII. INFORMATION/DISCUSSION

A. Pacific Grove Middle School update on staff professional development and Social Emotional Support

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Board Questions/Comments:

- *BS: Appreciative of the growing program, remarkable for things like monitoring individual student timelines/needs*
- *JP: Expressed gratitude*
- *CS: Engaging presentation, reminiscent of how IEP's work for SpEd students, would like to publicize this kind of work*
- *FR: Great approach as way to approach every child, appreciate that students learn about being good citizens too*
- *CD: Delightful to hear about student programs*

Public Comment:

- *Beth Shammas: Planning an evaluation of these programs? Important to track the success and coordinate programs between schools*

Board Direction:

- *None*

B. Future Agenda Items

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

- Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)
- Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added November 18, 2021: A Board member requested an update regarding Monterey Peninsula College collaboration (April 21, 2022)
- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity (June 2, 2022)
- Added March 17, 2022: Board Self Evaluation
- Added March 17, 2022: Measure D Update

Added April 5, 2022:

- Update on progress of teacher evaluation (May 19, 2022)

- Board Questions/Comments:

- Public Comment:

- Direction: _____

VIII. ADJOURNMENT

Next regular Board meeting: April 21, 2022

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

SUBJECT: Certificated Assignment Order #15

DATE: April 21, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #15

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 15
April 21, 2022**

Page 2 of 3

NEW HIRE:

Mark Clark, PGMS Spanish Teacher, full-time, 1.0 FTE, Column IV, Step 6, effective July 29, 2022 (new position)

RE-HIRE/STATUS CHANGE:

Monika Parsons, PGMS Science teacher, full-time, 1.0 FTE, Column VI, Step 9 from temporary to probationary status, effective August 1, 2022 (replaces retiree Kelly Terry)

SUMMER SCHOOL 2022:

Clare Davies, ESY Principal, \$6,000
Larry Haggquist, Principal, \$6,000

RESIGNATION:

Travis Selfridge, PGHS Wrestling Coach, resigns effective March 29, 2022
Linda Lyon, PGHS Cheer Coach, resigns effective May 27, 2022

RETIREMENT:

Kris Stejskal, RDE teacher (3rd Grade), retires effective July 1, 2022 after 16 years of successful employment with the Pacific Grove Unified School District

SUBSTITUTE

Joel Hoffner
Jessica Morris

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

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

SUBJECT: Classified Assignment Order #15

DATE: April 21, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #15

BACKGROUND:

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

INFORMATION:

Persons listed in the 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. 15
April 21, 2022**

Page 2 of 2

NEW HIRE:

Ryan Pryer, MOT Maintenance II, full-time, 8 hrs./day/12-month work calendar, Range 43, Step B, effective April 18, 2022 (replaces retiree Tony Molinski)

Valerie Leon, PGHS/PGMS, AVID Tutor, not to exceed 5 hours per week, paid per time sheet, Range 30, Step F, effective April 18, 2022 (AVID Grant Funded)

SUBSTITUTE:

Jennifer DeAnda, sub paraeducator, rate change from Range 37, Step A to Range 37, Step F, effective February 1, 2022

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

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

SUBJECT: Warrant Schedule 642

DATE: April 1, 2022

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from March 1, 2022 through March 31, 2022.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

642

March 2022

WARRANTS - PAYROLL

Certificated	Manual	03/04/22	\$	-
	Supp	03/10/22	\$	9,942.00
	Manual	03/15/22	\$	-
	Regular	03/30/22	\$	1,806,222.08
<u>Total Certificated</u>			<u>\$</u>	<u>1,816,164.08</u>
Classified	Manual	03/04/22	\$	-
	Supp	03/10/22	\$	13,185.19
	Manual	03/15/22	\$	-
	Regular	03/30/22	\$	738,071.95
<u>Total Classified</u>			<u>\$</u>	<u>751,257.14</u>
Other	Manual	03/04/22	\$	-
	Supp	03/10/22	\$	6,979.00
	Manual	03/15/22	\$	-
	Regular	03/30/22	\$	5,983.46
<u>Total Other</u>			<u>\$</u>	<u>12,962.46</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,580,383.68</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12671898-12671942	04600000219-04600000222	03/03/22	\$	65,836.96
12673066-12673104	04600000223-04600000227	03/10/22	\$	123,541.13
12674269-12674311	04600000228-04600000232	03/17/22	\$	131,954.19
12681578-12112681	04600000233-04600000236	03/24/22	\$	111,469.50
12682695-12682729	04600000237-04600000245	03/29/22	\$	159,075.12
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>591,876.90</u>

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

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

SUBJECT: Contract for services with Howards Piano

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Howards Piano to remove two pianos that were donated to the Music/Choir Department.

BACKGROUND:

INFORMATION:

The two pianos that were donated will be removed by Howards Piano to make room for a Grand Piano that is being donated. This piano is much better quality and will further support students in our music program.

FISCAL IMPACT:

Services will be rendered between April 22- May 28, for one day that is available. This is not previously budgeted and will not exceed \$700. The funds will be sourced from Music Boosters Instrumental and Choir Donations.

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
Howards Piano for services rendered as specified below.

1. **Scope of Service:**

To provide: removal of two pianos that are located in the Auditorium.

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

The two pianos need to be removed to make room for a Grand Piano that is going to be donated. This piano is much better quality and will further support students in our music program.

3. **Length of the Contract:**

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

April 22 - May 28, 2022, depends on availability for pick-up

4. **Financial Consideration:**

Consultant to be paid at the rate of:

\$700 (\$ per hr/day/other): One day between April 22- May 28, 2022

For a month(hours/days/other): One day between April 22- May 28, 2022

School Funding Source: Music Boosters Donation (Instrumental & Choir)

Account Code: 01-9005-0-1110-1000-5800-00-005-1440-0720

Consultant (Please print): Howards Piano- Rick Howard

Address P.O. Box 918 Brookdale, CA 95007 Phone: 831-332-1116

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

Email howardspiano@gmail.com

District Employee Independent Consultant*

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

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE [Click or tap to enter a date.](#)

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

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

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

SUBJECT: Surplus Property

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the two donated pianos at Pacific Grove Middle School be declared as surplus property.

BACKGROUND:

The two old pianos were donated. The old pianos are each worth less than \$2K which qualifies as surplus and allowable removal.

INFORMATION:

The two pianos that were donated will be removed by Howards Piano to make room for a Grand Piano that is being donated. This piano is much better quality and will further support students in our music program.

FISCAL IMPACT:

Services will be rendered between April 22- May 28, for one day that is available. This is not previously budgeted and will not exceed \$700. The funds will be sourced from Music Boosters Instrumental and Choir Donations.

Pacific Grove Unified School District Surplus Discard Form

School/Site Middle School Page 1 of 1

Check all that apply: ELECTRONIC EQUIPMENT FURNITURE SUPPLIES FIXTURES
NOT TO BE USED FOR TEXTBOOKS

Description/Make <i>(brand name & type of equipment)</i>	Reason for Discard	Quantity	Working Yes or No	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Seria I Number
<i>(sample) Dell TX240 Server</i>	<i>Outdated</i>		<i>yes</i>	<i>1/2000</i>	<i>Office computer</i>	<i>000078943</i>	<i>VX-2652H</i>
<i>Gable Upright Piano</i>	<i>Donation not needed</i>	<i>1</i>	<i>Not well Yes</i>	<i>2017 Donation</i>	<i>Piano</i>	<i>101118</i>	<i>015274</i>
<i>Howard Grant Piano</i>	<i>Broken Piano</i>	<i>1</i>	<i>NO</i>	<i>?2014 Donation</i>	<i>Piano</i>	<i>N/A</i>	

Barbara Priest 4/1/22
PRINT NAME OF PERSON COMPLETING FORM

[Signature]
ADMINISTRATOR'S SIGNATURE

4-1-22
DATE

*** Do not write below this line***

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval

8/12/2021

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

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

SUBJECT: Contract for Services with Scott Backovich Communications

DATE: April 21, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract with Scott Backovich Communications/ENVOLVE for training for Leadership students.

BACKGROUND:

ENVOLVE Trainings are designed to give student leadership programs an incredible experience filled with learning, excitement, and collaboration. After our 4-hour in-person training, your program will receive a wealth of follow-up materials.

INFORMATION:

Scott will present an ENVOLVE Training
After the training, Pacific Grove High School will receive:

- Weekly Activity Challenges emailed each Sunday from August 14th, 2022 until June 18th, 2023.
- 1 Calendar year of access to the ENVOLVE Activity Hub.
- Access to ENVOLVE Schools Virtual Meetups from August 14th, 2022 until June 28th, 2023. Approximately 5 meetups scheduled for the school year.

FISCAL IMPACT:

\$3500 Half to be paid by ASB Leadership Funds and half by Site Funds

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

CONSULTANT FULL NAME Scott Backovich

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

SITE/DEPARTMENT Pacific Grove High School

SUBMITTED BY Lito Garcia

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

FUNDING SOURCE Leadership ASB and Site Funds

AGREEMENT TOTAL AMOUNT \$3500

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made as of April 21, 2022 between the Pacific Grove Unified School District ("District") and Scott Backovich Communications("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Trainer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Scott will present an ENVOLVE Training as discussed between Scott Backovich and Katie Selfridge. After the training, Pacific Grove High School will receive: - Weekly Activity Challenges emailed each Sunday from August 14th, 2022 until June 18th, 2023. - 1 Calendar year of access to the ENVOLVE Activity Hub. - Access to ENVOLVE Schools Virtual Meetups from August 14th, 2022 until June 28th, 2023. Approximately 5 meetups scheduled for the school year.

2. **Term.** Consultant shall commence providing services under this Agreement on April 21, 2022, and will diligently perform as required and complete performance by May 27, 2022.
3. **Compensation.** District agrees to pay \$3500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$3500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

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

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

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

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

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Scott Backovich Communications</u>
435 Hillcrest Avenue	Address: <u>4428 E lavante St</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Long Beach, CA 90815</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>209-484-3841</u>
Assistant Superintendent/CBO	Email: <u>scott@envolveschools.com</u>

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

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

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

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

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

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

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

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

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

Scott Backovich Communications Training Agreement

1. Contact Information

Sponsor:

Event Date(s):

Type of Event:

Contact 1:

Contact 1 Email:

Contact 2:

Contact 2 Email:

Work Phone:

Cell/Emergency Phone:

2. Program Details

Presentation Start Time:

End Time:

Training Location:

Training/Program Details

Number of Attendees

3. Payment Terms

Please contact Scott as soon as possible if payment cannot be made as requested.

\$

for services, as described in Section 2.

Signed Agreement: A signed Program Agreement must be returned ASAP to consider the date FIRM. A scanned/faxed copy is acceptable and binding.

Holding Deposit: HOLDING DEPOSIT of \$500 is required as soon as possible. Check may be issued to:

Scott Backovich Communications
4428 E Lavante St.
Long Beach CA 90815

Fee Balance: Remaining FEE BALANCE to be paid up to 3 weeks after the date of the engagement.

5. Additional Terms: *Please review each of the following terms.*

1. Unless otherwise indicated on this contract, bookings are for the single school listed. Advisors, students, or educators from other campuses/programs are not permitted. If a school breaches this portion of the contract, an additional fee will be charged to each additional campus.

2. All state and local COVID guidelines are to be followed by the booking group.

3. After your training, your program will be eligible to attend any/all "ENVOLVE Schools Virtual Meetups" during the 2022-2023 school year. These particular events are specifically for schools who have held a training for the 2022-2023 school year.

4. Access to these special events ends on June 18th, 2023.

5. ENVOLVE Schools Virtual Event registration must be done at least 24-hours before the start of the virtual event.

6. Access to the ENVOLVE Activity Hub begins the first business day following the training. Weekly Activity Challenges are emailed each Sunday from August 14th, 2022 until June 18th, 2023. Access time and subscription length cannot be added to prior trainings. If a school has access remaining from a prior event, booking an additional training does not increase the time, but instead resets it. For example, if a school has 3 years access remaining and books a training that includes 4 years access, the 4 years begins after the training, replacing the remaining 3-year subscription. If a school books a training with a shorter subscription length than they currently have, the longer subscription remains intact.

7. Your organization reserves the right to cancel this Agreement. If a booking is canceled less than two weeks before the date of the training, all deposits will be forfeited. Your organization reserves the right to cancel any session, change the length or size of any session, or change the place of any session at its discretion within (10) days of the scheduled event.

8. If presenter cancels initial training due to unforeseen personal emergency or other complications, all deposits will be refunded to booking group.

6. Required Signature

Contact Person 1 – please sign and fill in any missing details on this PROGRAM AGREEMENT.

If details on this Agreement do not agree with your records, please contact Scott immediately. Fill in missing details (times, contact information, etc.). Return a signed copy by mail or email, and process all invoices so payments are on time. Thank you!

Authorized Signatures and Date:

<i>Scott Backovich</i>	<i>03/30/2022</i>	
Scott Backovich	Date	Date

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

Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Public Hearing and Recommendation to Approve the Tentative Agreement with Pacific Grove Teachers Association (PG TA) for Fiscal Year 2021-22

DATE: April 21, 2022

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

RECOMMENDATION:

The District Administration recommends that the Board hold a Public Hearing to review the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for fiscal year 2021-22, and then immediately following the Hearing approve the Tentative Agreement as presented.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and PGTA.

The District and PGTA agree to resolve all issues in negotiations for the 2021-22 school year on the following items:

1. Except as expressly stated in the Tentative Agreement (TA) or in one of the attachments to the TA , all provisions of the current collective bargaining agreement will continue without medication for the period of this agreement
2. The term of the Contract shall be from July 1, 2021 through June 30, 2024 with reopeners on Wages, Benefits, and 2 articles each for the 2022-23 and 2023-24 school years.

3. All salary schedules (except the stipend schedules) for bargaining unit members shall each be increased July 1, 2021 by 5.0%. The retroactive pay shall be made within sixty (60) days of ratification of this Agreement by both Parties.
4. ARTICLE II – WAGES – regarding Prior Years Service credit shall be amended as attached.
5. ARTICLE II – WAGES – paragraph 13 regarding Special Assignments shall be replaced with the attached Extra-Duty Assignments/Stipend Positions provision.
6. ARTICLE III – EMPLOYEE BENEFITS – shall be amended as attached.
7. ARTICLE V – JURY DUTY LEAVE – shall be amended as attached.
8. The attached MOU regarding the high school bell schedules will be effective for the 2022-2023 school year only.
9. Beginning in the 2022-2023 school year, the attached Attendance Incentive/Reward Plan shall supersede and replace the current Sick Leave Incentive Plan found in Article III paragraph D of the collective bargaining agreement. Participating unit members shall receive their portion of the funds remaining in the reserve account established under the current collective bargaining agreement Article III paragraph D no later than July 31, 2022
10. EXHIBIT 18 – 2019-2020 STIPENDS shall be amended as attached for the 2021-2022 school year.

FISCAL IMPACT:

For Item # 3 above:

General Fund

- Total compensation (inclusive of statutory costs) of 5.0% = \$958,364 for 2021-22

Adult Education Fund

- Total Compensation of 5.0% (inclusive of statutory costs) = \$39,751 for 2021-22

Child Development Fund

- Total compensation of 5.0% (inclusive of statutory costs) = \$5,731 for 2021-22

For Item # 4 above:

General Fund

- Estimated cost (inclusive of statutory costs) = \$129,507 for **2022-23**

For Item #6 above:

General Fund

- Estimated cost (inclusive of statutory costs) = \$109,200 for 2021-22

For Item #9 above:

- Estimated cost (inclusive of statutory costs) = \$70,030; additionally, credited sick leave days can be converted to service credits upon retirement from CalSTRS

The cost related to these agreements for fiscal year 2021-2024 as reported by MCOE is \$3,622,058.

**TENTATIVE AGREEMENT
BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND
PACIFIC GROVE TEACHERS' ASSOCIATION**

The Pacific Grove Unified School District (District) and the Pacific Grove Teachers' Association (PGTA) hereby resolve all issues in negotiations for the 2021-2022, 2022-2023, 2023-2024 school years on the following terms and conditions:

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the Contract shall be from July 1, 2021 through June 30, 2024 with reopeners on Wages, Benefits, and 2 articles each for the 2022-2023 and 2023-2024 school years.
3. All salary schedules (except the stipend schedules) for bargaining unit members shall each be increased effective July 1, 2021 by 5.0%. The retroactive pay shall be made within sixty (60) days of ratification of this Agreement by both Parties.
4. ARTICLE II - WAGES - regarding Prior Years Service credit shall be amended as attached.
5. ARTICLE II - WAGES - paragraph 13 regarding Special Assignments shall be replaced with the attached Extra-Duty Assignments/Stipend Positions provision.
6. ARTICLE III-EMPLOYEE BENEFITS -shall be amended as attached.
7. ARTICLE V -JURY DUTY LEAVE- shall be amended as attached.
8. The attached MOU regarding the high school bell schedules will be effective for the 2022-2023 school year only.
9. Beginning in the 2022-2023 school year, the attached Attendance Incentive/Reward Plan shall supersede and replace the current Sick Leave Incentive Plan found in Article III paragraph D of the collective bargaining agreement. Participating unit members shall receive their portion of the funds remaining in the reserve account established under the current collective bargaining agreement Article III paragraph D no later than July 31, 2022.

10. EXHIBIT 18 - 2019/2020 STIPENDS shall be amended as attached for the 2021/2022 school year.

Dated: 3/22/2022

DISTRICT

DocuSigned by:
 Buck Roggeman
 DocuSigned by:
 RALPH PORRAS
 DocuSigned by:
 Ani Silva
 DocuSigned by:
 Billie Mankey
 DocuSigned by:
 Song Chin Bendib
 DocuSigned by:
 Lou Lozano

PGTA

DocuSigned by:
 Sally Richmond
 DocuSigned by:
 Karen Levy
 DocuSigned by:
 Margaret Rice
 DocuSigned by:
 Christal Hall-kelly
 DocuSigned by:
 Susan Gaul
 DocuSigned by:
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PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PACIFIC GROVE TEACHERS ASSOCIATION March 8, 2022
TENTATIVE AGREEMENT

ARTICLE II. WAGES

The Parties agree that Article II, Section A, paragraph number 7 shall be amended as follows:

7. Placement and Type of Salary Schedule

- a. The salary schedule recognizes two (2) bases for placement:
 - (1) Years of experience in education at an accredited institution.
 - (2) Training or preparation.
- b. The District and PGTA agree effective July 1, 2022, unit members who were initially hired prior to July 1, 2021, but were given fewer than 12 years credit for prior full time teaching experience in an accredited school and who are not yet on the highest step of their salary schedule column placement on the salary schedule, shall be prospectively advanced on the salary schedule to the step on their appropriate column that reflects their prior full time teaching experience in an accredited school up to a maximum of 12 years credit for the prior experience outside of the District.
- c. The District and PGTA agree certificated employees who are initially hired on or after July 1, 2022, shall be given year-for-year credit for full time teaching experience in an accredited school up to a maximum of 12 years for initial placement on the salary schedule.
- d. The District and PGTA agree that certificated employees initially hired for the 20212022 school year were placed on the certificated salary schedule based on their prior years of teaching.
- e. By August 31 of each year, the District will provide each certificated employee a written statement indicating the employee's current step and column placement on the salary schedule for the upcoming school year.

3/22/2022

Dated: _____

PGTA

<u>SR</u>	<u>KL</u>	<u>MR</u>
<u>CR</u>	<u>SG</u>	<u>YG</u>
<u>KS</u>		

DISTRICT

<u>BR</u>	<u>RP</u>	<u>RS</u>
<u>BM</u>	<u>SLB</u>	<u>SL</u>

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PACIFIC GROVE TEACHERS ASSOCIATION

March 8, 2022

TENTATIVE AGREEMENT

ARTICLE II. WAGES

The Parties agree that Article II, Section A, paragraph 13 shall be amended as follows:

13. Extra-Duty Assignments/Stipend Positions

- a. Unless otherwise provided in the article on Hours of Employment, stipend positions are beyond the normal school day and/or have additional responsibility requirements.
- b. Factors. Effective the 2013-14 school year, increases in stipends must be negotiated separately from the general, total compensation agreement and are no longer factored according to any cell on the PGTA salary schedule.
 - 1) An increase of 7.5% of the base rate was added for the third and following years' participation in that same position on Exhibit 18.
 - 2) Before any athletic/activity stipend is paid, the following criteria shall be submitted to and approved by the Board of Education:
 - (a) The length of the season of sport/activity.
 - (b) A regular schedule of practice/meetings.
 - (c) The schedule of games or activities.
 - (d) The number of students participating in that sport/activity.
- c. Stipend Positions/Extra Duty Assignments
 - 1) All paid vacant extra-duty/stipend positions (either due to a new position or because the incumbent will not be continuing) will be advertised for five (5) working days.
 - 2) An interview process shall occur for all qualified applicants for open stipend positions if there are multiple qualified applicants.
 - 3) The District will consult with the PGTA President or their representative at the site to inform them of any new positions and proposed stipend amount.

- 4) Unfilled stipend positions may be reallocated to other sports/activities in response to increased student participation. Reallocation requests shall be submitted in writing by the principal and approved by the Superintendent or designee. If the District reallocates funds and eliminates a position, the District will notify the PGTA President or their representative at the site.

- d. No later than August 31 of each new school year, the District shall provide the PGTA President with the projected list of the stipend assignment/extra duty assignments and stipend amount for each position.

PGTA

SR

KL

MR

CH

SG

P.G.

LS

DISTRICT

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PACIFIC GROVE TEACHERS ASSOCIATION

March 8, 2022

TENTATIVE AGREEMENT

ARTICLE III. EMPLOYEE BENEFITS

The Parties agree that Article III shall be amended as follows:

A. Health Benefits

1. Mandatory Participation

Solely for the purpose of this Article and for no other purpose, "full time" shall be defined to mean an employee who regularly works thirty-seven and one-half (37.5) or more hours per week, exclusive of a duty-free lunch. All PGTA members working eight-tenths (.8) or more of a fulltime assignment (thirty (30) or more hours per week) must be enrolled in one of the medical plans offered by the District or meet MCSIG eligibility rules for opting out. Part time certificated employees working fewer than four-tenths (.4) of a full-time assignment shall not be eligible for any health benefits. The employee shall select a plan upon eligibility and may thereafter change to a different plan during any period of open enrollment or as otherwise allowed by the terms and conditions of the applicable plans. While enrollment in District offered dental and vision plans is optional and not mandatory for all eligible employees, employees must be enrolled in a District offered medical plan to be eligible for a District contribution towards dental and vision plans. Employees not enrolled in a District offered medical plan may enroll in a District offered dental and/or vision plan at their own expense.

2. Allowance (This paragraph 2 shall expire on June 30, 2022.)

a. In lieu of making any direct employee-only insurance contribution to the benefits provider selected by the employee, the District shall pay to each active certificated (PGTA) employee who works eight-tenths (.8) or more of a Full Time assignment, and is enrolled in District medical, dental and vision plans, an allowance of \$5,900 in addition to their other compensation.

b. In lieu of making any direct employee-only insurance contribution to the benefits provider selected by the employee, the District shall pay to each active, part-time certificated (PGTA) employee, working at least four-tenths (.4) but fewer than eight-tenths (.8) of a full time

assignment, and is enrolled in District medical, dental, and vision plans, an allowance of \$2,950 in addition to their other compensation. Part time certificated employees working fewer than four-tenths (.4) of a Full Time assignment shall not be entitled to any allowance for the purchase of health benefits.

If an employee enrolls eligible dependents in one of the medical, dental, and vision plans offered by the District, the District contribution toward dependent medical coverage beginning 2008-09 shall be a total of \$4,624 per year. This amount shall be paid by the District directly to the benefits provider selected by the employee.

2. Allowance (This paragraph 2 becomes effective on July 1, 2022.)

Beginning on July 1, 2022, the District will provide a health benefit program for full-time bargaining unit members (.8 FTE shall be considered full-time for health benefits purposes only) who are enrolled in a MCSIG medical plan, which shall consist of a medical plan with optional dental and vision. The District's maximum contribution for health benefits for part-time bargaining unit members working fewer than eight tenths (.8) of 37.5 hours per week but .4 or more of a full-time equivalent shall be shall be one-half of the amounts below. The District's maximum contribution to MCSIG for health benefits for full-time employees shall not exceed the following monthly amounts on a 10-month basis:

For Employee Only Coverage	\$ 590.00
For Employee and Dependents Coverage	\$ 1,052.40

The District will pay the above amounts on behalf of enrolled bargaining unit members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

Complete Care Program. Beginning on July 1, 2022, bargaining unit members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed a monthly contribution of two hundred fifty-six dollars (\$256.00) on a 10-month basis. Bargaining unit members who were enrolled in the Complete Care Program in the 2021-2022 school year shall continue to receive the same level of District's contribution of four hundred twenty-eight (\$428) per month through December 31, 2022. The District will pay the above amounts on behalf of enrolled bargaining unit members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

Dated: 3/22/2022

PGTA

<u>SR</u>	<u>bl</u>	<u>MR</u>
<u>CH</u>	<u>SG</u>	<u>KG</u>
<u>ES</u>		

DISTRICT

<u>BR</u>	<u>RP</u>	<u>RS</u>
<u>EM</u>	<u>SCB</u>	<u>LD</u>

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PACIFIC GROVE TEACHERS ASSOCIATION
March 8, 2022

TENTATIVE AGREEMENT

ARTICLE V. LEAVES

The Parties agree that Article V - Leaves, paragraph F shall be amended as follows:

F. Jury Duty Leave:

1. Leave of absence for bargaining unit members called for required jury duty shall be granted according to the provisions of the Education Code. Upon return to work, proof of attendance for each day of absence shall be provided to the site administrator's assistant.
2. The District shall grant such leave with pay. Bargaining unit members shall claim jury duty fees and remit the fee to the District, excluding the fee for mileage.
3. Bargaining unit members shall return to work if excused by the court before 11:00 a.m.

Dated: 3/22/2022

PGTA

SR bl MR

CH SG P.G.

bs

DISTRICT

BR RP RS

EM SLB SL

**Memorandum of Understanding
Between Pacific Grove Teachers' Association (PGTA)
And Pacific Grove Unified School District (PGUSD)**

March 8, 2022

Memorandum of Understanding

In order to accommodate the state mandated 8:30 start time for high schools, the attached bell schedule will replace the current high school bell schedule for the 2022-2023 school year only, during which time staff and administration will evaluate its effectiveness and recommend changes for the following year.

Full-time teachers of grades 9 through 12 shall be assigned five classroom teaching periods with the block schedule shown below, for a total of 243 - 245 minutes per class per week.

Full-time teachers of grades 9 through 12 shall have 243-245 minutes preparation per week, depending on the block period assigned to preparation.

This schedule is effective for the 2022 - 2023 school year only. PGTA members do not waive the requirements under the current bargaining agreement to a 7-hour work day or to a 45-minute duty free lunch for future years.

DISTRICT

DocuSigned by:
Buck Roggeman
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RALPH PORRAS
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Ani Silva
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Billie Manley
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Song Chin Bendib
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Lou Lozano
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PGTA

DocuSigned by:
Sally Richmond
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Karen Levy
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Margaret Rice
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Christal Hall-kelly
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Susan Gaul
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kari Serpa
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Monday	Tuesday	Wednesday	Thursday	Friday
Period 1	Period 1	Period 2	Period 1	Period 2
Period 2	Period 3	Period 4	Period 3	Period 4
Period 3				
Lunch	Lunch	Lunch	Lunch	Lunch
Period 4	Period 5	Period 6	Period 5	Period 6
Period 5	Period 7	Period 7	Period 6	Period 7
Period 6			Collaboration	

A-day (Monday, Periods 1 - 6)

Period/Event	Time	Minutes
Period 1	8:00:00 AM - 8:50:00 AM	50
Period 2	8:50:00 AM - 9:40:00 AM	50
Period 3	9:40:00 AM - 10:30:00 AM	50
Period 4	10:30:00 AM - 11:20:00 AM	50
Period 5	11:20:00 AM - 12:10:00 PM	50
Period 6	12:10:00 PM - 1:00:00 PM	50
Lunch	1:00:00 PM - 1:30:00 PM	30
Period 1	1:30:00 PM - 2:20:00 PM	50
Period 2	2:20:00 PM - 3:10:00 PM	50
Period 3	3:10:00 PM - 4:00:00 PM	50
Period 4	4:00:00 PM - 4:50:00 PM	50
Period 5	4:50:00 PM - 5:40:00 PM	50
Period 6	5:40:00 PM - 6:30:00 PM	50

Instructional minutes 375

Total minutes 1820
Average 364.00

period 1	242
period 2	242
period 3	242
period 4	242
period 5	242
period 6	242
period 7	246

B/C day (Tuesday, Wednesday, Friday)

Period/Event	Time	Minutes
Period 1/2	8:00:00 AM - 10:00:00 AM	90
Break	10:00:00 AM - 10:30:00 AM	30
Period 3/4	10:30:00 AM - 12:30:00 AM	90
Lunch	12:30:00 PM - 1:00:00 PM	30
Period 5/6	1:00:00 PM - 3:00:00 PM	120
Period 7	3:00:00 PM - 3:30:00 PM	30

Instructional minutes 370

C Day (Thursday)

Period/Event	Time	Minutes
Period 1	8:00:00 AM - 10:00:00 AM	90
Break	10:00:00 AM - 10:30:00 AM	30
Period 2	10:30:00 AM - 11:45:00 AM	75
Period 3	11:45:00 AM - 1:00:00 PM	75
Lunch	1:00:00 PM - 1:30:00 PM	30
Period 4	1:30:00 PM - 3:00:00 PM	90
Period 5	3:00:00 PM - 4:00:00 PM	60
Collaboration	4:00:00 PM - 4:40:00 PM	40

Instructional minutes 335

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PACIFIC GROVE TEACHERS ASSOCIATION

March 8, 2022

TENTATIVE AGREEMENT

The Parties agree that Article III paragraph D Teacher Attendance Incentive Plan shall be amended to delete the current paragraph D and replace it with the following:

D. Attendance Incentive/Reward Plan (AIRP)

1. Eligibility

- a. All employees who are members of the State Teachers' Retirement System (STRS) are eligible for additional sick leave credit.
- b. All full and part-time Children's Center and Preschool teachers who are members of the Public Employees' Retirement System (PERS) are to be eligible for additional sick leave.

2. Incentive

- a. Employees who, by the end of the school year, have not used more than a total of five (5) days of personal necessity leave and sick leave combined, shall be credited with one (1) additional day of sick leave at their FTE rate. In no event shall a member receive more than one (1) additional day of sick leave per year as part of the AIRP.

3. Credit

- a. Eligible employees will be awarded the appropriate additional sick leave by the tenth (10th) day of October of the following school year. Employees will be notified of the additional leave hours in October in writing.

Dated: 3/22/2022

PGTA
 SR _____ bL _____ MK _____
 CWK _____ SG _____ PG _____
 bS _____

DISTRICT
 BK _____ RP _____ AS _____
 BM _____ SLB _____ dL _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT					
2021-22 STIPENDS					
HIGH SCHOOL ATHLETICS TIER 1					
POSITION	TIME	Stipend	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Athletic Director/Assistant	Teacher Year	1.0	\$6,194	\$6,659	\$7,158
Football (8/16-11/20)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistants	Season	3.0	\$2,684	\$2,886	\$3,102
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Volleyball (9/1-11/15)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Boys Basketball (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	Ø	\$2,684	\$2,886	\$3,102
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Frosh	Season	1.0	\$2,684	\$2,886	\$3,102
Girls Basketball (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	Ø	\$2,684	\$2,886	\$3,102
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Wrestling (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	1.0	\$2,684	\$2,886	\$3,102
Baseball (2/1-6/1)					

Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistant	Season	Ø	\$2,684	\$2,886	\$3,102
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Softball (2/1-6/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Track (2/1-6/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
Assistants	Season	2.0	\$2,684	\$2,886	\$3,102
Boys Soccer (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Girls Soccer (11/1-3/1)					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102
Lacrosse					
Varsity	Season	1.0	\$3,717	\$3,995	\$4,295
JV	Season	1.0	\$2,684	\$2,886	\$3,102

HIGH SCHOOL ATHLETICS-TIER II					
POSITION	TIME	Stipend Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Cross Country (9/1-12/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Assistant	Season	Ø	\$2,684	\$2,886	\$3,102
Golf					
Boys (1/30-5/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Girls (8/5-11/4)	Season	1.0	\$2,891	\$3,108	\$3,341
Swimming/Diving (2/1-4/29)					
Girls and Boys	Season	1.0	\$2,891	\$3,108	\$3,341
Assistant	Season	1.0	\$2,684	\$2,886	\$3,102
Water Polo (9/1-12/1)					
Varsity Girls	Season	1.0	\$2,891	\$3,108	\$3,341
Varsity Boys	Season	1.0	\$2,891	\$3,108	\$3,341
JV Boys/Girls Water Polo	Season	1.0	\$2,891	\$3,108	\$3,341
Tennis					
Boys (2/1-6/1)	Season	1.0	\$2,891	\$3,108	\$3,341
Girls (9/1-11/1)	Season	1.0	\$2,891	\$3,108	\$3,341
MIDDLE SCHOOL ATHLETICS					
POSITION	TIME	Stipend Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Athletic Director	Teacher-Year	1.0	\$2,643	\$2,841	\$3,054
Volleyball Girls					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336
7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Volleyball Boys					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336

7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Basketball Boys					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336
7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Basketball Girls					
6th grade	Season	1.0	\$1,156	\$1,243	\$1,336
7th grade	Season	1.0	\$1,156	\$1,243	\$1,336
8th grade	Season	1.0	\$1,156	\$1,243	\$1,336
Wrestling					
Soccer					
Boys	Season	1.0	\$1,156	\$1,243	\$1,336
Girls	Season	1.0	\$1,156	\$1,243	\$1,336

MIDDLE SCHOOL ATHLETICS					
POSITION	TIME	Stipend	1ST/2ND	3RD/4TH	5+
Track	Season	1.0	\$1,156	\$1,243	\$1,336
Cross Country	Season	1.0	\$1,156	\$1,243	\$1,336
Golf	Season	Ø	\$1,156	\$1,243	\$1,336
Tennis	Season	1.0	\$1,156	\$1,243	\$1,336

OTHER NON-ATHLETIC STIPEND POSITIONS					
POSITION	TIME	Stipend Funded	1ST/2ND YEAR	3RD/4TH YEAR	5+ YEARS
Lead Teacher Community High	Annual	1.0	\$8,177		
HS Musical					

Advisor	Spring	1.0	\$2,610	\$2,806	\$3,016
Assistant	Spring	1.0	\$1,123	\$1,207	\$1,298
Music Performance Coach					
Instrumental Performance	Year	1.0	\$2,552	\$2,743	\$2,949
Vocal Performance	Year	1.0	\$1,020	\$1,097	\$1,179
HS Band/Orch					
Director	Fall	1.0	\$2,610	\$2,806	\$3,016
HS Band/Orch					
Director	Winter/Spring	1.0	\$2,610	\$2,806	\$3,016
HS Drama Coach					
HS Drama Coach	Annual	1.0	\$2,598	\$2,793	\$3,002
HS Spirit Squad Advisor					
HS Spirit Squad Advisor	Annual	1.0	\$2,598	\$2,793	\$3,002
HS Dance Squad Advisor					
HS Dance Squad Advisor	Annual	1.0	\$2,598	\$2,793	\$3,002
HS Newspaper Advisor					
HS Newspaper Advisor	Annual	Ø	\$2,598	\$2,793	\$3,002
HS Yearbook Advisor					
HS Yearbook Advisor	Annual	1.0	\$4,749	\$5,105	\$5,488
HS Tech Ninja					
HS Tech Ninja	Annual	1.0	\$800		
HS Costume Design Musical					
HS Costume Design Musical	Annual	2.0	\$2,000		
HS Musical Choreography					
HS Musical Choreography	Annual	2.0	\$600-\$900		
HS Robotics Advisor					
HS Robotics Advisor	Annual	1.0	\$3,717		
HS Dance Unit Instructor					
HS Dance Unit Instructor	Annual	1.0	\$800		

HS 8th Grade Writing Assessment Evaluator	Annual	Ø	\$400		

PGHS - MPC DUAL ENROLLMENT					
POSITION	TIME	1 Course (\$1,800)	2 Courses (\$2,600)	3 Courses (\$3,400)	4 Courses (\$4,200)
PGHS-MPC Computer Science	Semester	\$1,800	Ø	Ø	Ø
PGHS-MPC Culinary	Semester	\$1,800	Ø	Ø	Ø
PGHS-MPC Photography	Semester	\$1,800	Ø	Ø	Ø
MS Yearbook Advisor	Annual	1.0	\$1,652	\$1,776	\$1,909
MS Musical Advisor	Annual	Ø	\$2,552	\$2,743	\$2,949
MS Spirit Squad Advisor	Annual	Ø	\$1,334	\$1,434	\$1,542
MS Tech Ninja	Annual	1.0	\$800		

ELEMENTARY - OTHER STIPENDS					
Garden Coordinator	Annual	1.0	\$3,300		
Robotics Advisor Lego	Annual	1.0	\$1,500		
STEM/ROV Advisor	Annual	1.0	\$1,500		
Drama Advisor	Annual	1.0	\$1,179		
Tech Ninja	Annual	2.0	\$800		
GATE Coordinator	Annual	1.0	\$5,000		

OTHER DAILY, HOURLY					
Science Camp /Over Night Camp Trips	5 days @ Daily Rate	\$107.37			
Teacher in Charge	Daily*	\$90.85			
Afterschool Intervention Classes	Per Hour	\$51.30			
GATE Teacher	Per Hour	\$51.30			
WASC Writer	Per Hour	\$51.30 not to exceed \$2,500			

OTHER STIPENDS

<u>POSITION</u>	<u>TIME</u>	<u>Stipend Funded</u>	<u>AMOUNT</u>		
PAR Mentor	Per Semester	TBD	\$1,500		
BTSA	Per Semester	TBD	\$900		

Choral Stipend (Saturday Class) - address student needs at grades 9th-12th. Will be paid quarterly from the general fund, and only when it is not feasible for current staffing to maintain 9th-12th grade chorus due to master scheduling time constraints. Paid \$2500 per quarter not to exceed \$10,000 per year. MOU 5/16/17

Curriculum Coordinator /Department Chairs: The stipend for all secondary curriculum coordinators shall be a base of \$300 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated coordinators up to \$770 per assignment

*Any teacher acting as principal will be paid the daily factor if the principal is gone from the school site. A teacher - in - charge shall be paid for a half-day assignment on a prorated basis.

*A substitute will be provided for the class of a teacher-in-charge if the principal expects to be off-site for t

An employee who is assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the full salary (e.g. a coach working only one half of the full coach assignment will receive only one-half of the full salary.)

DocuSigned by:

Song Chin Bendib

Date 3/22/2022

Song Chin-Bendib, Assistant Superintendent, CBO

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

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

SUBJECT: District Update on Response to COVID-19

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive information regarding District response to COVID-19, and provide direction to Administration.

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

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

SUBJECT: Order of Election for November 8, 2022 Following Transition to Trustee Areas

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent, Secretary of Board of Education

RECOMMENDATION:

The District Administration recommends that the Board adopt Resolution No. 1090: Resolution Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 8, 2022 General Election.

BACKGROUND:

The Pacific Grove Unified School District Board of Education has transitioned from an “at-large” election system, where trustees are elected by voters of the entire District, to a by-trustee area election system. On April 22, 2021, the Board adopted Resolution No. 1069, declaring its intent to transition from at-large to by-trustee area elections, where each Board member must reside within the designated trustee area boundary, and is elected only by the voters in that trustee area. On March 4, 2022, the Monterey County Committee on School District Organization adopted a resolution approving the District’s transition to by-trustee area elections commencing with the November 8, 2022 election.

INFORMATION:

Elections Code section 1302 and Education Code section 5304 authorize the Board to order an election for the purpose of electing trustees, and to request consolidation with the general election. On April 21, 2022, the District Board will consider adopting Resolution No. 1090, Resolution Ordering an Election, Requesting the County Elections Department to Conduct the Election, and Requesting Consolidation with the November 8, 2022 General Election, which would then be submitted to the County Committee for consideration.

FISCAL IMPACT:

The cost for this election is currently estimated to be approximately \$50,000. This cost will be taken out of the General Fund.

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

Resolution No. 1090

RESOLUTION ORDERING AN ELECTION, REQUESTING THE COUNTY ELECTIONS DEPARTMENT TO CONDUCT THE ELECTION, AND REQUESTING CONSOLIDATION WITH THE NOVEMBER 8, 2022 GENERAL ELECTION

WHEREAS, pursuant to Elections Code section 10002, the governing body of any city or district may by resolution request the Board of Supervisors of the county to permit the county elections official to render specified services to the city or district relating to the conduct of an election; and

WHEREAS, the resolution of the governing body of the city or district shall specify the services requested; and

WHEREAS, pursuant to Elections Code section 10002, the city or district shall reimburse the county in full for the services performed upon presentation of a bill to the city or district; and

WHEREAS, Education Code section 5000 calls for a regular biennial election for the purpose of electing members of the Pacific Grove Unified School District's ("District") Board of Education ("Board"); and

WHEREAS, Education Code section 5340, *et seq.*, and Elections Code section 10400, *et seq.*, allow for consolidation of elections scheduled to be held on the same day in the same territory; and

WHEREAS, on March 14, 2022, the Monterey County Committee on School District Organization approved the Board's transition to by-trustee area elections, where each trustee must reside within the designated trustee area boundary and is elected only by the voters in that trustee area; and

WHEREAS, Trustees are elected in even-numbered years and serve staggered, four-year terms, such that the next election for trustee areas 1, 3, and 5 is scheduled for November 2022, and the next election for trustee areas 2 and 4 is scheduled for November 2024; and

WHEREAS, when ordering an election, Education Code section 5322 requires the Board to provide for specifications of the election order, which shall be delivered to the officer conducting the election not less than 123 days prior to the date set for the election; and

WHEREAS, the specification order must include the authority for ordering the election, the date of the election, the purpose of the election, the authority for the specifications of the election order, and the signature of the duly-authorized officer;

WHEREAS, Education Code section 5304 authorizes the Board to order an election of Trustees;

WHEREAS, Election Code sections 1302 and 10404 authorize the Board to establish the election day for Board members to occur on the same day as the statewide direct primary election, the statewide general election, or the general municipal election is held;

WHEREAS, the Board intends to order an election to be held on November 8, 2022;

WHEREAS, Education Code section 5016 requires the Board to establish whether a tie vote of two or more candidates for a term of office shall be determined by lot or by calling a run-off election; and

WHEREAS, Elections Code section 12112 and Education Code section 5363 require the Monterey County Registrar of Voters to publish a notice of the election in a newspaper of general circulation in the District.

NOW, THEREFORE, the Board hereby resolves, orders and determines as follows:

1. The above recitals are true and correct.
2. The Pacific Grove Unified School District Board of Education orders an election to be held on November 8, 2022, in trustee areas one (1), three (3), and five (5), for the purpose of electing three members to the Board of Education, and to serve four-year terms, pursuant to the following specifications:
 - a. The Board requests the Monterey County Board of Supervisors consolidate this election with the statewide election pursuant to Education Code section 5340, *et seq.*, and Elections Code section 10400, *et seq.*
 - b. The Board requests that the Monterey County Board of Supervisors permit the Monterey County Elections Official to conduct the election and provide any and all services necessary for conducting the election.
 - c. The Board agrees to reimburse the Monterey County Voter Registration and Elections office for actual costs incurred by the county elections official in conducting the general election upon receipt of a bill stating the amount due as determined by the elections official, pursuant to Education Code section 5420 *et seq.*
 - d. The Board requests that the Monterey County Voter Registration and Elections office publish a notice of election in a newspaper of general circulation that is regularly circulated in the territory, pursuant to Education Code section 5363 and Elections Code section 12112.
 - e. The limitation on the number of words that a candidate may use in his/her candidate's statement is 200 words, pursuant to Elections Code section 13307.
 - f. The Secretary of the Board is requested to deliver copies of this Resolution to the Monterey County Voter Registration and Elections office.

BE IT FURTHER RESOLVED that the Pacific Grove Unified School District administration is authorized to take any and all action in order to effectuate this resolution.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District, this 21st day of April, 2022, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Cristy Dawson, President
Board of Education

Ralph Porras, Superintendent
Secretary Board of Education

STATEMENT OF ELECTION FACTS

ACTION/DISCUSSION

FULL LEGAL NAME OF DISTRICT AS IT SHOULD APPEAR ON ALL ELECTION DOCUMENTS:

MAIL SHOULD BE ADDRESSED TO: _____ TITLE: _____
 MAILING ADDRESS: _____ TELEPHONE: _____
 FAX: _____ E-MAIL: _____ WEBSITE: _____

MEMBERS OF THE GOVERNING BOARD

NAME	DISTRICT WARD OR TRUSTEE (If applicable)	<u>Member was elected</u> by: 1) ELECTED/AIL* <u>OR</u> 2) APPOINTED TO FILL A VACANCY	YEAR Term ends	Full-term = 4yrs <u>OR</u> Short-term = 2yrs	IF THE MEMBER WAS APPOINTED BY THE BOARD TO FILL A VACANCY, <u>WHO DID</u> <u>THIS MEMBER</u> <u>REPLACE?</u>

*AIL= Appointed-in-lieu of Election (filed for office and didn't go on the ballot)

Name of the Presiding Officer: _____
Print Name

Name of the Secretary: _____
Print Name

Check the box that applies to your district:

- The District boundaries have changed since the last election. Enclosed is a new map to reflect those changes.
- I declare that there have been no boundary changes since the _____ election.
Election Date

The limitation on the number of words in a candidate statement will be: 200 words 400 words

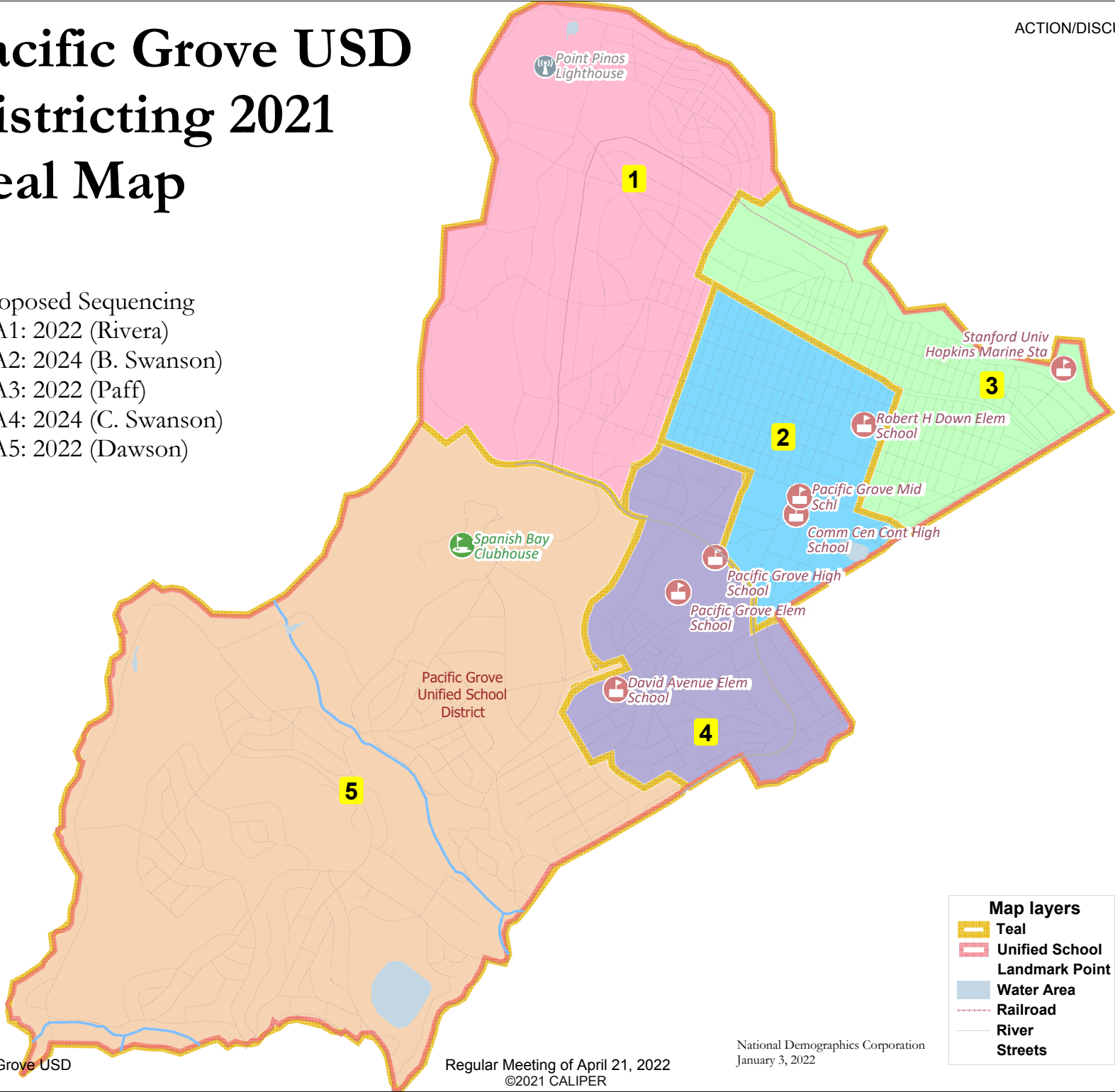
The entity charged for the candidate statement sent to each voter will be the: District Candidate

In case of a tie vote, the winner will be determined by: Lot Runoff election

Signature of Presiding Officer Date

Pacific Grove USD Districting 2021 Teal Map

Proposed Sequencing
TA1: 2022 (Rivera)
TA2: 2024 (B. Swanson)
TA3: 2022 (Paff)
TA4: 2024 (C. Swanson)
TA5: 2022 (Dawson)



Map layers

- Teal
- Unified School
- Landmark Point
- Water Area
- Railroad
- River
- Streets

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

SUBJECT: Approval of Pacific Grove USD Management Agreement

DATE: April 21, 2022

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Management group.

BACKGROUND:

All changes to agreements between the District and the Management group (both Certificated and Classified) require approval by the Board. However, AB 1200 does not require the District to submit details of agreements with non-bargaining units to the Monterey County Office of Education (MCOE) for review.

INFORMATION:

Retroactive to July 1, 2021, the District shall provide a total compensation package which includes:

- 5% increase to Salary
- \$1,200.00 increase to healthcare
- Increase Administrative Professional Development allocation eligibility from \$500.00 to \$740.00. Since the sick leave incentive program is being revised, management is requesting that the equivalent amount of dollars of \$240.00 be added to the professional growth allocation. Administrators who, by the end of the school year, have not used more than a total of five (5) days of personal necessity leave and sick leave combined, shall be eligible for up to a \$750 allocation towards professional development activities. This allocation does not accrue and resets to the full available amount each school year. Eligible administrators will be eligible for the appropriate allocation by the tenth (10th) day of August of the following school year. Confirmation can be obtained from the Payroll/Benefits Specialist in writing.
- Complete Care Program. Beginning on July 1, 2022, management members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care

Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed a monthly contribution of two hundred fifty-six dollars (\$256.00) on a 10-month basis. Management members who were enrolled in the Complete Care Program in the 2021-2022 school year shall continue to receive the same level of District's contribution of four hundred twenty-eight (\$428) per month through December 31, 2022. The District will pay the above amounts on behalf of enrolled management members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

FISCAL IMPACT:

- Total compensation cost (inclusive of statutory costs) of 5.00% for 2021-22 is estimated at \$119,975.
- Cost of increase of \$1,200 per year towards health care allowance is \$10,800 + statutory benefits = \$11,533, based on the current number of participants in the Municipalities, Colleges, Schools Insurance Group (MCSIG) health care program.
- Increase Administrative Professional Development allocation eligibility from \$500 to \$740 = \$3,600 (\$240 x 15)
- Complete Care – no management members are taking this benefit

Grand total = \$135,108



PGUSD Management Employees
Compensation Agreement
2021-2022 School Year

The Pacific Grove Unified School District Management Team agree to the following:

Retroactive to July 1, 2021 the district shall provide a total compensation package which includes:

1. 5% increase to Salary
2. \$1,200.00 increase to healthcare
3. Increase Administrative Professional Development allocation eligibility from \$500.00 to \$740.00. Since the sick leave incentive program is being revised, management is requesting that the equivalent amount of dollars of \$240.00 be added to the professional growth allocation. Administrators who, by the end of the school year, have not used more than a total of five (5) days of personal necessity leave and sick leave combined, shall be eligible for up to a \$750 allocation towards professional development activities. This allocation does not accrue and resets to the full available amount each school year. Eligible administrators will be eligible for the appropriate allocation by the tenth (10th) day of August of the following school year. Confirmation can be obtained from the Payroll/Benefits Specialist in writing.
4. Complete Care Program. Beginning on July 1, 2022, management members who have opted out of all of the MCSIG medical plans may enroll in MCSIG's Complete Care Program. The District's contribution for premiums for the Complete Care Program for full time employees shall not exceed a monthly contribution of two hundred fifty-six dollars (\$256.00) on a 10-month basis. Management members who were enrolled in the Complete Care Program in the 2021-2022 school year shall continue to receive the same level of District's contribution of four hundred twenty-eight (\$428) per month through December 31, 2022. The District will pay the above amounts on behalf of enrolled management members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

Respectfully,

Barbara Martinez, PGUSD Management Team Representative

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

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of the Assistant Superintendent's 2021-22 Contract Amendment: Retroactive Compensation Adjustment

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board of Education review and approve the Assistant Superintendent's 2021-22 Contract Amendment: Retroactive Compensation Adjustment

BACKGROUND:

The District Assistant Superintendent works as a contracted employee to the Governing Board. This contract governs her term of employment and compensation.

INFORMATION:

The Board, on an annual basis, reviews the Assistant Superintendent's contract and compensation. Proposed modifications which is commensurate with the other employee bargaining units are noted in the "Amendment to Contract of Employment."

- **Term** – The District hereby employs Song Chin-Bendib as Assistant Superintendent for Business Services at Pacific Grove Unified School District, July 1, 2021 through September 30, 2022.
- Board agrees to pay Assistant Superintendent an annual compensation of \$221,080.23 payable in twelve (12) equal monthly installments retroactive to July 1, 2021 through April 30, 2022. Beginning May 1, 2022, the Board agrees to pay Assistant Superintendent an annual compensation of \$221,080.23. The May 1, 2022-salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.
- **Fringe Benefits** –The Assistant Superintendent shall also be entitled to receive a Health Care Allowance of \$4,200 per year directed toward health coverage under the District's MCSIG or other provider's medical, dental and vision insurance. This Health Care Allowance shall continue after retirement as a post-retirement benefit up to age 65. This fringe benefits package shall stay in force during the term of this Agreement.

FISCAL IMPACT:

The annual compensation results in an increase of \$10,527.63 and an additional \$1,200 annually for health and welfare.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT CONTRACT**

This Employment Agreement (“Agreement”) is made on this ~~17th day of June, 2021~~, 21st day of April 2022, by and between the Governing Board of Pacific Grove Unified School District (“District”) and Song Chin-Bendib (“Assistant Superintendent”).

1. **Term** – The District hereby employs Song Chin-Bendib as Assistant Superintendent for Business Services at Pacific Grove Unified School District, July 1, 2021 through ~~June 30, 2024~~ September 30, 2022.

Salary – Salary – Board agrees to pay Assistant Superintendent an annual compensation of ~~\$210,552.60~~ \$221,080.23 payable in twelve (12) equal monthly installments retroactive to July 1, 2021 ~~0~~ through ~~June 30, 2021~~ April 30, 2022. Beginning ~~July~~ May 1, 2022~~1~~, the Board agrees to pay Assistant Superintendent an annual compensation of ~~\$210,552.60~~ \$221,080.23. The ~~July~~ May 1, 2022~~1~~ salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board. . ~~Additionally, the Board agrees to pay Assistant Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021.~~

The Superintendent, after determining satisfactory evaluation of the Assistant Superintendent, may recommend to the Board of Education that the Assistant Superintendent receive an increase in compensation which may serve in lieu of the generally applied increase listed in the following paragraph. This determination can be made at any time at the direction of the Superintendent. A change in salary shall not constitute the creation of a new Agreement, nor extend the termination date of this agreement.

Unless the Board and Assistant Superintendent mutually agree to a different amount for an annual increase to the Assistant Superintendent’s compensation, the Assistant Superintendent’s compensation may be increased each year by the same percentage increase and/or one-time payment, if any, received by the District’s classified employee bargaining unit.

2. **Fringe Benefits** –The Assistant Superintendent shall also be entitled to receive a Health Care Allowance of ~~\$3,000~~ \$4,200 per year directed toward health coverage under the District’s MCSIG or other provider’s medical, dental and vision insurance. This Health Care Allowance shall continue after retirement as a post–retirement benefit up to age 65. This fringe benefits package shall stay in force during the term of this Agreement.
3. **Work Days** – The Assistant Superintendent shall work ~~225~~ 46 days of service ~~per school year for the period~~ from July 1, 2022~~0~~ through ~~June~~ September 30, 2022. Under this contract, the work calendar shall be approved by the Superintendent by the 1st day of July.
4. **Sick Leave** – The Assistant Superintendent is entitled to one sick day per month of employment by the District. Sick leave may be accrued and applied to PERS Retirement.
5. **Cell Phone and Vehicle Expense** – The Assistant Superintendent is required to have a cell phone and to have a vehicle. The Assistant Superintendent shall receive \$65 per month for the use of this cell phone. The Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis within the Pacific Grove boundaries. The Assistant Superintendent shall receive actual mileage reimbursement for work outside of the Pacific Grove boundaries. Travel to and from work does not qualify for reimbursement.

6. **Expenses** – The Assistant Superintendent shall be reimbursed for all documented actual necessary job related expenses, which have been authorized by Board policy and have received prior approval from the Superintendent. Included in this shall be the cost of membership in professional organizations for school business officials, including ACSA and CASBO.
7. **Assistant Superintendent General Duties** – The Assistant Superintendent is directly responsible to the Superintendent as a technical expert whose primary duty is the financial operation of the District, and the development and implementation of the annual budget. The Assistant Superintendent shall be responsible for all duties detailed in the Board approved job description. In addition, the Assistant Superintendent:
- Oversees the accounting, payroll, budgeting, purchasing, attendance, internal control, maintenance, buildings, grounds and food services, transportation, disaster preparedness, facility usage, insurance programs and loss control.
 - Evaluates employees under her jurisdiction using timelines and procedures noted in collective bargaining contracts.
 - Advises the Superintendent in a timely manner about financial and budgetary issues and threats to the financial well-being of the District, including sources of funds that might be available to implement present and contemplated District programs.
 - Presentations of required reports to the Superintendent prior to public release. Examples:
 - First and second interim reports
 - Draft budget for new year
 - February - School Expenditure Summary
 - August - Property Tax Report
 - November/March - District budget review
 - Negotiation proposals
 - Others upon request
 - Presents options and solutions that will enact the goals of the District and directions of the Superintendent.
 - Maintains and improves professional competence by attending professional development meetings and conferences.
 - Establishes and maintains positive staff relationships and actively seeks solutions that will enable schools to offer a successful educational program.
 - Keeps the Superintendent informed in a timely manner of all administrative and related issues associated with the operation of the school District, and discusses these issues with the Superintendent prior to public or staff review.
 - Serves on all committees and completes all assigned duties as directed by the Superintendent.
 - Supervises and coordinates District general construction efforts.
 - Changes in the duties may occur at the direction of the Superintendent.
8. **Evaluation** – The Assistant Superintendent’s evaluation will include both performance of duties and professional growth, and shall review the following areas:
- Administrative skills, business services, communication and interpersonal skills.
 - Supervision of all departments assigned (i.e. business, custodians, grounds, maintenance, transportation and food services).
 - Positive, affirmative support for the attainment of District’s yearly educational goals.
 - Completion of goals assigned by the Superintendent.
 - All duties noted in the Assistant Superintendent for Business Services job description.
 - The Assistant Superintendent, in cooperation with the Superintendent, may choose to develop an evaluation document.

In addition, any contract extension or salary increase shall be approved by the Board in open session at a regular meeting of the Board and reflected in the minutes of such meeting.

9. **Termination of Contract– Mutual Consent:** Upon the recommendation of the Superintendent, this Agreement may be terminated at any time by mutual consent of the Board of Education and the Assistant Superintendent. Any party seeking to terminate the agreement shall give 60-day written notice to the other party.
10. **Termination Without Cause** – If the District chooses to terminate this Agreement prior to its expiration, due to reasons other than job abandonment or conviction of criminal activities, then, in accordance with Government Code 53260, the District shall pay to the Assistant Superintendent an amount equal to the current monthly salary of the Assistant Superintendent at the time of termination multiplied by the number of months remaining on the unexpired contract up to a maximum of 12 months. In addition, the District shall continue to contribute to the employee’s medical insurance, at the same level as prior to termination, for the remaining time of the unexpired contract term up to nine months or until the employee finds other employment, whichever occurs first.
11. **Non-Renewal of Agreement** – The Board of Education, at the recommendation of the Superintendent, may elect not to renew this agreement at the end of its term, for any reason, by providing a 45-day written notice to the Assistant Superintendent, in accordance to the Education Code Section 35031.
12. **Termination for Cause** – The Assistant Superintendent’s status and all rights under this agreement may be terminated by the Board of Education at any time for, but not limited to, breach of contract, any grounds enumerated in the Education Code, or the Assistant Superintendent’s failure to perform responsibilities as set forth in this Agreement, or as defined by law. Within 30 days of receipt of a written statement identifying the grounds for termination, the Assistant Superintendent shall be entitled to a conference with the Superintendent and Board of Education. This conference will be the Assistant Superintendent’s exclusive right to any hearing.
14. **Abuse of Office Provisions** - In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent’s criminal defense. For purposes of this provision, “abuse of office or position” means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **General Provisions**
 - a. **Governing Law and Venue** – This agreement and the rights, obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.

- b. Entire Agreement – This agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation expressed or implied not contained in this agreement, including Board policies that may be deemed to infer an employment benefit.
- c. No Assignment – The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this agreement.
- d. Modification – This agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties. Any party requesting a modification shall give 30 days written notice to the other party.
- e. Severability – If any provision of this agreement is ruled to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall continue in full force and effect.
- f. Professional Liability – The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in her official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting in the scope of her employment and excluding criminal litigation. The District shall provide public liability insurance for the Assistant Superintendent to cover legal expenses in the defense of claims and related judgments resulting from her functions as Assistant Superintendent. Coverage shall not apply for any loss, claim or suit arising out of the intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of the Assistant Superintendent. The District shall provide Legal Expenses for any action brought against the Assistant Superintendent seeking resulting damages from her functions as Assistant Superintendent and will reimburse her for any portion of such expense and judgment not covered by insurance. However, in no event will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions and/or legal proceedings.

President, Board of Trustees, Pacific Grove Unified School District	Date
Superintendent	Date
Assistant Superintendent	Date

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
ASSISTANT SUPERINTENDENT CONTRACT**

This Employment Agreement (“Agreement”) is made on this 21st day of April 2022, by and between the Governing Board of Pacific Grove Unified School District (“District”) and Song Chin-Bendib (“Assistant Superintendent”).

1. **Term** – The District hereby employs Song Chin-Bendib as Assistant Superintendent for Business Services at Pacific Grove Unified School District, July 1, 2021 through September 30, 2022.
2. **Salary** – Board agrees to pay Assistant Superintendent an annual compensation of \$221,080.23 payable in twelve (12) equal monthly installments retroactive to July 1, 2021 through April 30, 2022. Beginning May 1, 2022, the Board agrees to pay Assistant Superintendent an annual compensation of \$221,080.23. The May 1, 2022 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board. The Superintendent, after determining satisfactory evaluation of the Assistant Superintendent, may recommend to the Board of Education that the Assistant Superintendent receive an increase in compensation which may serve in lieu of the generally applied increase listed in the following paragraph. This determination can be made at any time at the direction of the Superintendent. A change in salary shall not constitute the creation of a new Agreement, nor extend the termination date of this agreement. Unless the Board and Assistant Superintendent mutually agree to a different amount for an annual increase to the Assistant Superintendent’s compensation, the Assistant Superintendent’s compensation may be increased each year by the same percentage increase and/or one-time payment, if any, received by the District’s classified employee bargaining unit.
3. **Fringe Benefits** –The Assistant Superintendent shall also be entitled to receive a Health Care Allowance of \$4,200 per year directed toward health coverage under the District’s MCSIG or other provider’s medical, dental and vision insurance. This Health Care Allowance shall continue after retirement as a post-retirement benefit up to age 65. This fringe benefits package shall stay in force during the term of this Agreement.
4. **Work Days**– The Assistant Superintendent shall work 46 days of service for the period from July 1, 2022 through September 30, 2022. Under this contract, the work calendar shall be approved by the Superintendent by the 1st day of July.
5. **Sick Leave** – The Assistant Superintendent is entitled to one sick day per month of employment by the District. Sick leave may be accrued and applied to PERS Retirement.
6. **Cell Phone and Vehicle Expense** – The Assistant Superintendent is required to have a cell phone and to have a vehicle. The Assistant Superintendent shall receive \$65 per month for the use of this cell phone. The Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis within the Pacific Grove boundaries. The Assistant Superintendent shall receive actual mileage reimbursement for work outside of the Pacific Grove boundaries. Travel to and from work does not qualify for reimbursement.
7. **Expenses** – The Assistant Superintendent shall be reimbursed for all documented actual necessary job related expenses, which have been authorized by Board policy and have received prior approval

Assistant Superintendent, Business Services Contract, 2022

from the Superintendent. Included in this shall be the cost of membership in professional organizations for school business officials, including ACSA and CASBO.

8. **Assistant Superintendent General Duties** – The Assistant Superintendent is directly responsible to the Superintendent as a technical expert whose primary duty is the financial operation of the District, and the development and implementation of the annual budget. The Assistant Superintendent shall be responsible for all duties detailed in the Board approved job description. In addition, the Assistant Superintendent:
- Oversees the accounting, payroll, budgeting, purchasing, attendance, internal control, maintenance, buildings, grounds and food services, transportation, disaster preparedness, facility usage, insurance programs and loss control.
 - Evaluates employees under her jurisdiction using timelines and procedures noted in collective bargaining contracts.
 - Advises the Superintendent in a timely manner about financial and budgetary issues and threats to the financial well-being of the District, including sources of funds that might be available to implement present and contemplated District programs.
 - Presentations of required reports to the Superintendent prior to public release. Examples:
 - First and second interim reports
 - Draft budget for new year
 - February - School Expenditure Summary
 - August - Property Tax Report
 - November/March - District budget review
 - Negotiation proposals
 - Others upon request
 - Presents options and solutions that will enact the goals of the District and directions of the Superintendent.
 - Maintains and improves professional competence by attending professional development meetings and conferences.
 - Establishes and maintains positive staff relationships and actively seeks solutions that will enable schools to offer a successful educational program.
 - Keeps the Superintendent informed in a timely manner of all administrative and related issues associated with the operation of the school District, and discusses these issues with the Superintendent prior to public or staff review.
 - Serves on all committees and completes all assigned duties as directed by the Superintendent.
 - Supervises and coordinates District general construction efforts.
 - Changes in the duties may occur at the direction of the Superintendent.
9. **Evaluation** – The Assistant Superintendent’s evaluation will include both performance of duties and professional growth, and shall review the following areas:
- Administrative skills, business services, communication and interpersonal skills.
 - Supervision of all departments assigned (i.e. business, custodians, grounds, maintenance, transportation and food services).
 - Positive, affirmative support for the attainment of District’s yearly educational goals.
 - Completion of goals assigned by the Superintendent.
 - All duties noted in the Assistant Superintendent for Business Services job description.
 - The Assistant Superintendent, in cooperation with the Superintendent, may choose to develop an evaluation document.

In addition, any contract extension or salary increase shall be approved by the Board in open session at a regular meeting of the Board and reflected in the minutes of such meeting.

10. **Termination of Contract– Mutual Consent:** Upon the recommendation of the Superintendent, this Agreement may be terminated at any time by mutual consent of the Board of Education and the Assistant Superintendent. Any party seeking to terminate the agreement shall give 60-day written notice to the other party.
11. **Termination Without Cause** – If the District chooses to terminate this Agreement prior to its expiration, due to reasons other than job abandonment or conviction of criminal activities, then, in accordance with Government Code 53260, the District shall pay to the Assistant Superintendent an amount equal to the current monthly salary of the Assistant Superintendent at the time of termination multiplied by the number of months remaining on the unexpired contract up to a maximum of 12 months. In addition, the District shall continue to contribute to the employee’s medical insurance, at the same level as prior to termination, for the remaining time of the unexpired contract term up to nine months or until the employee finds other employment, whichever occurs first.
12. **Non-Renewal of Agreement** – The Board of Education, at the recommendation of the Superintendent, may elect not to renew this agreement at the end of its term, for any reason, by providing a 45-day written notice to the Assistant Superintendent, in accordance to the Education Code Section 35031.
13. **Termination for Cause** – The Assistant Superintendent’s status and all rights under this agreement may be terminated by the Board of Education at any time for, but not limited to, breach of contract, any grounds enumerated in the Education Code, or the Assistant Superintendent’s failure to perform responsibilities as set forth in this Agreement, or as defined by law. Within 30 days of receipt of a written statement identifying the grounds for termination, the Assistant Superintendent shall be entitled to a conference with the Superintendent and Board of Education. This conference will be the Assistant Superintendent’s exclusive right to any hearing.
14. **Abuse of Office Provisions** - In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent’s criminal defense. For purposes of this provision, “abuse of office or position” means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **General Provisions**
 - a. **Governing Law and Venue** – This agreement and the rights, obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Entire Agreement** – This agreement contains the entire agreement and understanding between the parties. There are no oral understandings, terms or conditions and neither party has relied

upon any representation expressed or implied not contained in this agreement, including Board policies that may be deemed to infer an employment benefit.

- c. No Assignment – The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this agreement.
- d. Modification – This agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties. Any party requesting a modification shall give 30 days written notice to the other party.
- e. Severability – If any provision of this agreement is ruled to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall continue in full force and effect.
- f. Professional Liability – The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in her official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting in the scope of her employment and excluding criminal litigation. The District shall provide public liability insurance for the Assistant Superintendent to cover legal expenses in the defense of claims and related judgments resulting from her functions as Assistant Superintendent. Coverage shall not apply for any loss, claim or suit arising out of the intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of the Assistant Superintendent. The District shall provide Legal Expenses for any action brought against the Assistant Superintendent seeking resulting damages from her functions as Assistant Superintendent and will reimburse her for any portion of such expense and judgment not covered by insurance. However, in no event will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions and/or legal proceedings.

 President, Board of Trustees,
 Pacific Grove Unified School District

 Date

 Superintendent

 Date

 Assistant Superintendent

 Date

- Consent
 Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Approval of the Superintendent's 2021-22 Contract: Terms of Service and Retroactive Compensation Adjustment

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Cristy Dawson, Board President

RECOMMENDATION:

It is recommended that the Board of Education review and approve the Superintendent's 2021-22 Contract: Terms of Service and Retroactive Compensation Adjustment

BACKGROUND:

The District Superintendent works as a contracted employee to the Governing Board. This contract governs his term of employment and compensation.

INFORMATION:

The Board, on an annual basis, reviews the Superintendent's contract and compensation. Proposed modifications which are commensurate with the other employee bargaining units are noted in the "Amendment to Contract of Employment."

- The Board agrees to pay Superintendent a retroactive salary increase of 5.0 % (commensurate with the other employee bargaining unit salary adjustments) effective July 1, 2021, which equates to an annual salary of \$260,882.45, payable in twelve (12) equal monthly installments, retroactive to July 1, 2021 through April 30, 2022. Beginning May 1, 2022, the Board agrees to pay the Superintendent an annual compensation of \$260,882.45.
- The Superintendent's terms of service shall be renewed to three years commencing April 21, 2022, through June 30, 2025.

FISCAL IMPACT:

This 5.0 % on going compensation agreement is commensurate with the other employee bargaining unit salary adjustments. This contract adjustment includes an increase in annual salary of \$12,422.97 to be funded by the General Fund.

AMENDMENTS TO CONTRACT OF EMPLOYMENT
SUPERINTENDENT

The Governing Board of Pacific Grove Unified School District ("Governing Board") and Ralph Gómez Porras ("Superintendent") agree that the Superintendent's Contract shall be amended to include the following:

- The Board agrees to pay Superintendent a retroactive salary increase of 5.0 % (commensurate with the other employee bargaining unit salary adjustments) effective July 1, 2021, which equates to an annual salary of \$260,882.45, payable in twelve (12) equal monthly installments, retroactive to July 1, 2021 through April 30, 2022. Beginning May 1, 2022, the Board agrees to pay the Superintendent an annual compensation of \$260,882.45.
- The Superintendent's terms of service shall be renewed to three years commencing April 21, 2022, through June 30, 2025.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SUPERINTENDENT CONTRACT

This Agreement is made on this ~~21st day of April 2022~~, by and between the Governing Board ("Board") of Pacific Grove Unified School District and Dr. Ralph Gómez Porras.

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1. **Term** – This Employment Agreement ("Agreement") is made and entered into for the term commencing ~~April 21, 2022, through June 30, 2025~~ by and between the Pacific Grove Unified School District, a public agency of the State of California ("District"), and Ralph Gómez Porras, an individual (referred to herein as "Superintendent").

Deleted: July 1, 2021 through June 30, 2024

2. **Salary** – Board agrees to pay Superintendent an annual compensation of ~~\$260,882.45~~ payable in twelve (12) equal monthly installments retroactive to July 1, 2021, through ~~April 30, 2022~~. Beginning ~~May 1, 2022~~, the Board agrees to pay the Superintendent an annual compensation of ~~\$260,882.45~~. The ~~May 1, 2022~~ salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

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The Superintendent shall receive longevity increments in base salary beginning the first day of the fifth (5th), seventh (7th) and eleventh (11th) contractual work years, effective July 1, 2011. The increments shall be 2.5 % of base salary, as is available to all management personnel.

Board reserves the right to increase salary and/or benefits for any period of this Agreement. Board may deduct or withhold from Superintendent's salary any and all sums required for federal income taxes and all applicable federal, state, or local taxes and withholdings, including, if applicable, contributions to STRS, which are now applicable or become applicable in the future.

Deleted: Additionally, the Board agrees to pay Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021.

Superintendent shall receive, on an annual basis, a doctoral stipend of \$1,800.

Unless Superintendent and District mutually agree to a different amount for an annual increase to the Superintendent's salary, the Superintendent's salary may, at the discretion of the Governing Board, be increased each year by the same percentage increase or one time payment, if any, received by District's certificated bargaining unit.

3. **Workdays** – Superintendent shall work 225 days during each year (July 1st – June 30th). Days in excess of 225 should only be worked with prior agreement of Board or Board President. If excess workdays are performed, they shall be paid at per diem rate.

4. **Chief Administrative Official** – Board hereby employs Superintendent as the Superintendent of District, and Superintendent accepts employment as the Superintendent of District. In said capacity, Superintendent shall perform all services, acts, or things, necessary or advisable, to manage and conduct the business of District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

Superintendent shall serve as the Chief Administrative Official of District, including administration of District's instructional program, business affairs, personnel services, and property management functions with the assistance of staff personnel. Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, promotion and demotion of personnel subject to the approval of Board.

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Superintendent shall review all policies under consideration by Board and make appropriate recommendations to Board.

Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Superintendent and members of Board shall keep each other apprised of criticisms and/or complaints regarding District operations or personnel, with the understanding that individual members will discuss these issues with Superintendent prior to public review.

Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to Superintendent's position and necessary for the adequate performance of Superintendent's duties.

5. **Evaluation** – Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent, (b) oral and written evaluation of Superintendent's performance, (c) review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year.

After reviewing the performance of Superintendent, based upon the agreed upon goals and objectives established for the school year, Board shall notify Superintendent in writing whether Superintendent has performed, in Board's judgment, satisfactorily or unsatisfactorily.

If Board concludes that Superintendent's performance is unsatisfactory, Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Failure of Board to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent if Board determines, in its discretion, that such action is warranted.

6. **Devotion of Professional Services** – Superintendent shall give his exclusive professional services to District during the period of time such services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture or engage in other professional undertakings, provided such activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent. Superintendent may retain any income, which may be derived therefrom.
7. **Health and Welfare Benefits; Holidays; and Sick Leave** – Superintendent shall be entitled to those benefits and paid holidays accorded to management personnel of District.

In addition, Superintendent shall be entitled to twelve (12) sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. Superintendent shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Agreement, Superintendent shall not be entitled to compensation for any unused sick leave.

Superintendent Contract, ~~2022-2025~~

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Should Superintendent retire from District after fifteen (15) years of service, District agrees that it shall pay all premium costs for all such health, vision and dental insurance plans for Superintendent and his spouse until age sixty-five (65) or Medicare eligibility, whichever comes first. Upon reaching age 65 or enrollment in Medicare, whichever comes first, the District shall pay the premium costs for Medicare supplement insurance under the plans offered by a District recommended insurance broker and which match type of coverage offered under the existing plan at the time of leaving the District, as those plans may change from time to time.

Should Superintendent continue to be eligible for District provided health insurance benefits after Superintendent is no longer employed by District, and if Superintendent has moved from the geographical area where District's then current health insurance providers offer coverage, Superintendent may obtain alternative coverage and the District shall pay all premium costs noted above.

8. **Transportation and Expenses** – Superintendent shall receive \$300 per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

Superintendent shall be reimbursed for all travel and for all necessary non-travel expenses as provided in applicable District policies, rules and regulations. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by Superintendent. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development (ASCD), and such other professional associations in which Superintendent may participate.

Superintendent is required to have a cell phone and shall be compensated at the rate of \$65 per month.

9. **Termination** – This Agreement may be terminated prior to its expiration date on any of the following basis:
- A. Superintendent may terminate Superintendent's obligations under this Agreement by giving the District at least thirty (30) days written notice in advance.
 - B. Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.
 - C. By mutual agreement of both parties at any time.
 - D. For cause, if Board determines that Superintendent has materially breached a term of this Agreement or has neglected to perform his/her duties under it. Prior to exercising this option, Board shall give Superintendent written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action.

No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent may be represented, at his/her expense, by counsel at the meeting.

Any decision to terminate for cause shall be effective upon the date determined by Board.

- E. At the sole discretion of Board upon a determination that it is in the best interest of the District to obtain a new Chief Administrative Officer, the Board shall have the option to unilaterally terminate this Agreement upon the provision of written notice to the Superintendent. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest of the District.

In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against the District, including but not limited to any claims/actions under this Agreement, in exchange for an amount calculated by multiplying the number of months remaining on this Agreement by Superintendent's monthly salary (see Section 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to twelve (12) months' salary.

10. **Indemnity** – In accordance with the provisions of Government Code §825 and §995, District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, District shall hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity or Superintendent's official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.
11. **Governing Laws/Severance** – This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
12. **Limitation on Cash Settlement Upon Termination** – Pursuant to the provisions of Government Code section 53260:
- A. In the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Agreement, or salary for 12 months, whichever is less.
- B. Notwithstanding the foregoing provisions of subsection A above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Agreement, Board may not provide any cash or noncash settlement with Superintendent if Superintendent Contract, ~~2022-2025~~

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Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

13. **Non-cash Benefits Upon Termination** – Pursuant to provisions of Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when Superintendent obtains other employment before the measuring period has expired.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

14. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if District funds the criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent’s criminal defense. For purposes of this provision, “abuse of office or position” means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **Notification of Renewal** – Not later than 90 days prior to the termination date of this Agreement (including any amendments), Superintendent shall notify in writing each member of Board of the provisions of Education Code section 35031 and the fact that this Agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration.
16. **Modification** – This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.
17. **Entire Agreement** – This Agreement constitutes the entire Agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, conditions are deemed merged into this Agreement.
18. **Construction of Language** – The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either party.

- 19. **Successors and Assigns** – Both parties hereby agree and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

This Agreement is executed at Pacific Grove, California.

Ralph Gómez Porras, Ed.D.
Superintendent

Cristy Dawson, Board President
PGUSD Board of Education

Date

Date

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**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
SUPERINTENDENT CONTRACT**

This Agreement is made on this 21st day of April 2022, by and between the Governing Board (“Board”) of Pacific Grove Unified School District and Dr. Ralph Gómez Porras.

1. **Term** – This Employment Agreement ("Agreement") is made and entered into for the term commencing April 21, 2022, through June 30, 2025 by and between the Pacific Grove Unified School District, a public agency of the State of California ("District"), and Ralph Gómez Porras, an individual (referred to herein as "Superintendent").
2. **Salary** – Board agrees to pay Superintendent an annual compensation of \$260,882.45 payable in twelve (12) equal monthly installments retroactive to July 1, 2021 through April 30, 2022. Beginning May 1, 2022, the Board agrees to pay the Superintendent an annual compensation of \$260,882.45. The May 1, 2022 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.

The Superintendent shall receive longevity increments in base salary beginning the first day of the fifth (5th), seventh (7th) and eleventh (11th) contractual work years, effective July 1, 2011. The increments shall be 2.5 % of base salary, as is available to all management personnel.

Board reserves the right to increase salary and/or benefits for any period of this Agreement. Board may deduct or withhold from Superintendent’s salary any and all sums required for federal income taxes and all applicable federal, state, or local taxes and withholdings, including, if applicable, contributions to STRS, which are now applicable or become applicable in the future.

Superintendent shall receive, on an annual basis, a doctoral stipend of \$1,800.

Unless Superintendent and District mutually agree to a different amount for an annual increase to the Superintendent’s salary, the Superintendent’s salary may, at the discretion of the Governing Board, be increased each year by the same percentage increase or one time payment, if any, received by District’s certificated bargaining unit.

3. **Workdays** – Superintendent shall work 225 days during each year (July 1st – June 30th). Days in excess of 225 should only be worked with prior agreement of Board or Board President. If excess workdays are performed, they shall be paid at per diem rate.
4. **Chief Administrative Official** – Board hereby employs Superintendent as the Superintendent of District, and Superintendent accepts employment as the Superintendent of District. In said capacity, Superintendent shall perform all services, acts, or things, necessary or advisable, to manage and conduct the business of District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

Superintendent shall serve as the Chief Administrative Official of District, including administration of District’s instructional program, business affairs, personnel services, and property management functions with the assistance of staff personnel. Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, promotion and demotion of personnel subject to the approval of Board.

Superintendent shall review all policies under consideration by Board and make appropriate recommendations to Board.

Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Superintendent and members of Board shall keep each other apprised of criticisms and/or complaints regarding District operations or personnel, with the understanding that individual members will discuss these issues with Superintendent prior to public review.

Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to Superintendent's position and necessary for the adequate performance of Superintendent's duties.

5. **Evaluation** – Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent, (b) oral and written evaluation of Superintendent's performance, (c) review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year.

After reviewing the performance of Superintendent, based upon the agreed upon goals and objectives established for the school year, Board shall notify Superintendent in writing whether Superintendent has performed, in Board's judgment, satisfactorily or unsatisfactorily.

If Board concludes that Superintendent's performance is unsatisfactory, Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Failure of Board to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent if Board determines, in its discretion, that such action is warranted.

6. **Devotion of Professional Services** – Superintendent shall give his exclusive professional services to District during the period of time such services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture or engage in other professional undertakings, provided such activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent. Superintendent may retain any income, which may be derived therefrom.
7. **Health and Welfare Benefits; Holidays; and Sick Leave** – Superintendent shall be entitled to those benefits and paid holidays accorded to management personnel of District.

In addition, Superintendent shall be entitled to twelve (12) sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. Superintendent shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Agreement, Superintendent shall not be entitled to compensation for any unused sick leave.

Should Superintendent retire from District after fifteen (15) years of service, District agrees that it shall pay all premium costs for all such health, vision and dental insurance plans for Superintendent and his spouse until age sixty-five (65) or Medicare eligibility, whichever comes first. Upon reaching age 65 or enrollment in Medicare, whichever comes first, the District shall pay the premium costs for Medicare supplement insurance under the plans offered by a District recommended insurance broker and which match type of coverage offered under the existing plan at the time of leaving the District, as those plans may change from time to time.

Should Superintendent continue to be eligible for District provided health insurance benefits after Superintendent is no longer employed by District, and if Superintendent has moved from the geographical area where District's then current health insurance providers offer coverage, Superintendent may obtain alternative coverage and the District shall pay all premium costs noted above.

8. **Transportation and Expenses** – Superintendent shall receive \$300 per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

Superintendent shall be reimbursed for all travel and for all necessary non-travel expenses as provided in applicable District policies, rules and regulations. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by Superintendent. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development (ASCD), and such other professional associations in which Superintendent may participate.

Superintendent is required to have a cell phone and shall be compensated at the rate of \$65 per month.

- 9 **Termination** – This Agreement may be terminated prior to its expiration date on any of the following basis:
- A. Superintendent may terminate Superintendent's obligations under this Agreement by giving the District at least thirty (30) days written notice in advance.
 - B. Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.
 - C. By mutual agreement of both parties at any time.
 - D. For cause, if Board determines that Superintendent has materially breached a term of this Agreement or has neglected to perform his/her duties under it. Prior to exercising this option, Board shall give Superintendent written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action.

No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent may be represented, at his/her expense, by counsel at the meeting.

Any decision to terminate for cause shall be effective upon the date determined by Board.

- E. At the sole discretion of Board upon a determination that it is in the best interest of the District to obtain a new Chief Administrative Officer, the Board shall have the option to unilaterally terminate this Agreement upon the provision of written notice to the Superintendent. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest of the District.

In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against the District, including but not limited to any claims/actions under this Agreement, in exchange for an amount calculated by multiplying the number of months remaining on this Agreement by Superintendent's monthly salary (see Section 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to twelve (12) months' salary.

10. **Indemnity** – In accordance with the provisions of Government Code §825 and §995, District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, District shall hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity or Superintendent's official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.
11. **Governing Laws/Severance** – This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
12. **Limitation on Cash Settlement Upon Termination** – Pursuant to the provisions of Government Code section 53260:
- A. In the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Agreement, or salary for 12 months, whichever is less.
- B. Notwithstanding the foregoing provisions of subsection A above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Agreement, Board may not provide any cash or noncash settlement with Superintendent if Superintendent Contract, 2022-2025

Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

13. **Non-cash Benefits Upon Termination** – Pursuant to provisions of Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when Superintendent obtains other employment before the measuring period has expired.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

14. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if District funds the criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent’s criminal defense. For purposes of this provision, “abuse of office or position” means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **Notification of Renewal** – Not later than 90 days prior to the termination date of this Agreement (including any amendments), Superintendent shall notify in writing each member of Board of the provisions of Education Code section 35031 and the fact that this Agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration.
16. **Modification** – This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.
17. **Entire Agreement** – This Agreement constitutes the entire Agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, conditions are deemed merged into this Agreement.
18. **Construction of Language** – The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either party.

- 19. **Successors and Assigns** – Both parties hereby agree and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

This Agreement is executed at Pacific Grove, California.

Ralph Gómez Porras, Ed.D.
Superintendent

Cristy Dawson, Board President
PGUSD Board of Education

Date

Date

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

SUBJECT: Board Calendar/Future Meetings (Tentative Aug – Dec, 2022)

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar August – December 2021

Aug. 19	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Measure D Project Updates ✓ Quarterly District Safety Update*	District Office/Virtual
Sept. 2	Regular Board Meeting ✓ Unaudited Actual Report ✓ Local Control Accountability Plan Review	District Office/Virtual
Sept. 16	Regular Board Meeting ✓ Williams Uniform Complaint Report ✓ Foreign Language Program ✓ Resolution Regarding Sufficiency of Instructional Materials	District Office/Virtual
Sept. 25 *Saturday	Special Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revise	District Office/Virtual
Oct. 7	Regular Board Meeting ✓ Bus Ridership ✓ Week of the School Administrator	District Office/Virtual
Oct. 21	Regular Board Meeting ✓ Quarterly District Safety Update*	District Office/Virtual
Oct. 28	Regular Board Meeting ✓ Budget Revision #1 on 2021-22 working budget (preliminary First Interim)	District Office/Virtual
Nov. 2 *Tuesday	Special Board Meeting ✓ California Voting Rights Act	District Office/Virtual
Nov. 18	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Measure D Project Updates ✓ PGHS Course Bulletin Information/Discussion ✓ Equity Plan	District Office/Virtual
Dec. 13	Special Board Meeting ✓ Public Hearing of Educators Effectiveness Block Grant	District Office/Virtual
Dec. 16	Organizational Meeting ✓ Election of 2021-22 Board President and Clerk ✓ Budget Revision #2 ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs	District Office/Virtual

*Quarterly District Safety Update

Board Meeting Calendar January-June 2022

Thursday Jan. 20	Regular Board Meeting District Office/Virtual ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2022-23 ✓ Property Tax Update ✓ School Accountability Report Cards
Thursday Feb. 10	Regular Board Meeting District Office/Virtual ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ 2020-21 Audit Report ✓ Quarterly Facilities Project Updates*
Wednesday Feb 23	Special Meeting-Student Discipline/Expulsion Hearing District Office
Thursday Mar. 3	Regular Board Meeting District Office/Virtual ✓ Open House Schedules Reviewed ✓ TRAN Resolution ✓ Budget Projections and Assumptions
Thursday Mar. 17	Regular Board Meeting District Office/Virtual ✓ Second Interim Report ✓ Budget Revision #3Williams/Valenzuela Uniform Complaint Report
Thursday Apr. 7	Regular Board Meeting District Office/Virtual ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2022-23 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update
Thursday April 21	Regular Board Meeting District Office/Virtual ✓ 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
Thursday May 5	Regular Board Meeting District Office/Virtual ✓ Continue Superintendent Evaluation
Thursday May 19	Regular Board Meeting District Office/Virtual ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report
Thursday June 2	Regular Board Meeting District Office/Virtual ✓ 2022-23 Budget Public Hearing ✓ LCAP Public Hearing ✓ Retiree Recognition

Thursday June 16	Regular Board Meeting ✓ 2022-23 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2022-23 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

Board Meeting Calendar August-December 2022

<i>Aug. 18</i>	Regular Board Meeting ✓ <i>Student Enrollment Update</i> ✓ <i>Back to School Night Dates</i> ✓ <i>Property Tax Report</i> ✓ <i>Quarterly Facilities Project Updates*</i> ✓ <i>Quarterly District Safety Update*</i>	<i>District Office</i>
<i>Sept. 1</i>	Regular Board Meeting ✓ <i>Unaudited Actual Report</i> ✓ <i>Local Control Accountability Plan Review</i>	<i>District Office</i>
<i>Sept. 15</i>	Regular Board Meeting ✓ <i>Williams Uniform Complaint Report</i>	<i>District Office</i>
TBD <i>Sept. 24</i> *Saturday	Special Board Meeting ✓ <i>Board Goals – Review/Revise</i> ✓ <i>Strategic Plan – Review/Revise</i>	<i>District Office</i>
<i>Oct. 6</i>	Regular Board Meeting ✓ <i>Superintendent Goals</i> ✓ <i>Budget Revision #1 on 2021-22 working budget (preliminary First Interim)</i> ✓ <i>Bus Ridership</i> ✓ <i>Week of the School Administrator</i>	<i>District Office</i>
<i>Oct. 20</i>	Regular Board Meeting ✓ <i>Quarterly District Safety Update*</i>	<i>District Office</i>
<i>Nov. 3</i>	Regular Board Meeting ✓ <i>PGHS Course Bulletin Information/Discussion</i>	<i>District Office</i>
<i>Nov. 17</i>	Regular Board Meeting ✓ <i>Intent Form Due (to serve as Board President or Vice President)</i> ✓ <i>Review of Special Education Contracts</i> ✓ <i>Quarterly Facilities Project Updates*</i>	<i>District Office</i>
<i>Dec. 15</i>	Organizational Meeting ✓ <i>Election of 2020-21 Board President and Clerk</i> ✓ <i>Budget Revision #3</i> ✓ <i>First Interim Report</i> ✓ <i>PGHS Course Bulletin Action/Discussion</i> ✓ <i>Williams Uniform Complaint Report</i> ✓ <i>Employee Recognition</i> ✓ <i>Review of Legal Services Costs</i> ✓ <i>Solicitation of Funds Report</i>	<i>District Office</i>

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

SUBJECT: Review of Mission Trails JPA and CTE

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Shane Steinback, PGHS Assistant Principal

RECOMMENDATION:

Regarding Career Technical Education (CTE) the District Administration recommends the Board review and discuss whether Pacific Grove Unified School District (PGUSD) should remain in a consortium with Carmel Unified School District or consider joining the Mission Trail Joint Exercise of Power Agreement (JPA) and its seven district members.

BACKGROUND:

It was brought to the attention of administration possible incentives that the Mission Trail JPA could bring to the CTE program. PGUSD was part of the Mission Trail JPA historically and chose to become independent for various reasons in 2016.

INFORMATION:

PGHS Administration was contacted by members of the Mission Trail JPA and held a meeting with these representatives to discuss the program. The Mission Trail JPA helps districts access various CTE grant opportunities from the State, including: Perkins, Career Technical Education Incentive Grant (CTEIG), and Strong Workforce Program (SWP).

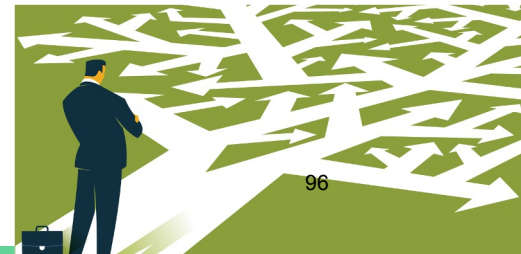
FISCAL IMPACT:

5% of all grants awarded to each participating district must be allocated to the fiscal agent (Salinas Unified). The JPA Agreement also outlines Liability Insurance Costs.

Career Technical Education (CTE)

Background

- Our mission was and still is to provide robust CTE pathways so students can be prepared for life after college. The purpose of a CTE pathway is to connect academic learning to real-world applications.
- Fundamental steps have been taken with respect to our CTE programs beginning in 2016.
- These steps involved decision making with a student center focus in mind:
 - The primary goals included providing a pathway to college and career readiness, provide skills for our students to potentially gain employment experience, earn internships and/or industry licenses and certifications, and gain college credit while in high school through dual enrolled courses.
- As with many lofty ventures, it takes time, coordination with outside agencies, and funding.



Coordination and Funding

- PGHS has provided between 9-11 dual enrolled courses through its relationship with MPC since 2018.
- PGUSD has been applying for and receiving incentive grants from the State by providing CTE completer data and adhering to the incentive grant criteria for several years. These incentive grants include:
 - **Perkins grant** (the backbone of most incentive grants - we are in a consortium with Carmel HS)
 - **CTEIG** (Career Technical Education Incentive Grant)
 - **SWP** (Strong Workforce Program) encourages collaboration between districts and local community colleges
- PGUSD is already engaging in all of these programs, save Strong Workforce Program (SWP). As the CTE Coordinator it was my goal prior to the pandemic to begin applying to SWP this year. Currently, we feel we have the bandwidth moving forward to apply to SWP as early as next school year, no later than the 2023-24 school year.



Coordination and Funding

- We are receiving **\$25,675.00 from Perkins** next year, and **\$94,989 from CTEIG**.
- At the **site level** we have **increased the amount of funds CTE programs receive from \$2000 to \$17,000**.
- And with our ongoing relationship with MPC, we currently have several **dual enrolled courses** students can take in culinary, photo, and computers classes. **MPC reimburses PGUSD** on average **\$2000 - \$6000 per year** as an incentive to provide these opportunities for our students.
- These funds have provided for: **ADD PICS**

Mission Trail JPA - Agreement document (provided)

- One of the primary functions of a JPA (Joint exercise of Powers Agreement) is to provide collaborative opportunities to districts between local colleges and the district. Other functions include the sharing of grants between the many districts within the JPA.
- Mission Trail JPA currently has 7 districts all of which have many sites within their district. Salinas Union for example has 12 schools within its district with a total enrollment of 16,257.
- Responsibility of participating districts: **Mission Trail ROP JPA Agreement document**, Section 5 (Administration), B, **page 3**. 5% of all grants awarded to each participating district must be allocated to the fiscal agent, in this case Salinas Unified.
- **Page 12** outlines related financial requirements related to Liability Insurance Costs.
- **Page 16** - using Carmel HS as an example. Out of a total enrollment 845, Carmel is able to enroll 378 students in their various CTE courses. PGHS with a total enrollment of 545 has approximately 200 students enrolled in CTE courses each year. Distribution of funds is based on the total number of students enrolled in CTE courses.

By The Numbers

- The allocations per district on page 16 reflect funds allocated to each district. The amount of funds for Carmel is \$367,603 which account for 3.32% of the total amount of the JPA's succured grant funds. Currently PGUSD is receiving a total grant allocation of approximately **\$111,826 (\$12,837 Perkins; \$94,989 CTEIG; and conservatively \$4000 MPC Reimbursement)**. **With the addition of the SWP grant we estimate a total between \$151,826 - \$191,826.**
- We estimate PGUSD would receive anywhere between 1% - 2% from the Mission Trail JPA's total allocation of funds allocated between the districts based on our average number of students enrolled in CTE related courses each year. The estimated allocation to PGUSD would be between **\$110,631 - \$221,262.**

Exhibit C
 Mission Trails Regional Occupational Program - JPA
 COVID-19 Supplemental Funding for Reginal Occupational Centers and Programs
 Number of Pupil Enrolled in Grades 9 to 12 in the 2019-20 Year

CDE Allocation	\$ 11,645,384								District Allocation
District	9th	10th	11th	12th	Total	% Distribution	Allocation	Admin. Fee	
Carmel Unified	42	101	129	106	378	3.32%	\$ 388,951.05	19,347.55	\$ 367,603.50
Monterey Peninsula Unified	302	516	634	490	1942	17.07%	\$ 1,987,986.61	99,399.33	\$ 1,888,587.28
South Monterey County	500	317	369	301	1487	13.07%	\$ 1,522,212.20	76,110.61	\$ 1,446,101.59
Salinas Union High School Distri	892	998	1392	2077	5359	47.11%	\$ 5,485,901.27	274,295.06	\$ 5,793,875.41
Soledad Unified	136	240	244	222	842	7.40%	\$ 861,938.58	43,096.93	\$ 818,841.65
North Monterey County	328	99	187	201	815	7.16%	\$ 834,299.22	41,714.96	\$ 792,584.26
Gonzales Unified	144	103	167	139	553	4.86%	\$ 566,095.06	28,304.75	\$ 537,790.31
Totals:	2344	2374	3122	3536	11376	100.00%	\$ 11,645,384.00	582,269.20	\$ 11,645,384.00

**AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR THE MISSION TRAILS REGIONAL OCCUPATIONAL PROGRAM**

This Amended and Restated Joint Exercise of Powers Agreement (“Agreement”) is entered into by and between the CARMEL UNIFIED SCHOOL DISTRICT, GONZALES UNIFIED SCHOOL DISTRICT, MONTEREY PENINSULA UNIFIED SCHOOL DISTRICT, NORTH MONTEREY COUNTY UNIFIED SCHOOL DISTRICT, SOLEDAD UNIFIED SCHOOL DISTRICT, SOUTH MONTEREY COUNTY JOINT UNION HIGH SCHOOL DISTRICT (each, a “party” or “participating districts”) and SALINAS UNION HIGH SCHOOL DISTRICT (“party” or “lead LEA”) and collectively, the “parties” or “participating districts”). The effective date (“Effective Date”) of this Agreement is July 1, 2021.

RECITALS

WHEREAS, the parties previously entered in a joint exercise of powers agreement by which they created and established the Mission Trails Regional Occupational Program Joint Powers Authority (“JPA”) to develop, administer, and operate a regional occupational program (“ROP”) throughout Monterey County; and

WHEREAS, the parties now find it desirable to amend and restate that agreement to provide further clarity and conformity with administration of this Agreement.

NOW, THEREFORE, the parties agree as follows:

TERMS AND CONDITIONS

1. **ESTABLISHMENT.** The parties to this Agreement have determined and declared that it is in the best public interest that these parties cooperate in the establishment of a Regional Occupational Program pursuant to Section 52300 through 52331 of the Education Code.

Section 52301 provides: "The county superintendent of schools of each county, with the consent of the State Board of Education, may establish and maintain, or with one or more counties may establish and maintain, at least one regional occupational center, or regional occupational program, in the county to provide education and training in vocational courses. The governing boards of any school district maintaining high schools in the county may, with the consent of the State Board of Education and of the county superintendent of schools, cooperate in the establishment and maintenance of a regional occupational center, or regional occupational program, except that if such a school district also maintains five hundred (500) or more schools its governing board may establish and maintain one or more regional occupational center, or regional occupational program, without such restrictions. A regional occupational center or regional occupational program may be established by two or more school districts maintaining high schools through the use of the staff and facilities of a community college or community colleges serving the same geographic area as the school districts maintaining the high schools, with the consent of the State Board of Education and the

county superintendent of schools. The establishment and maintenance of a regional occupational center, or occupational program, by two or more school districts may be undertaken pursuant to Article 1 (commencing with Section 6500 of Chapter 5 of Division 7 of Title 1 of the Government Code). If a school district or school districts establish and maintain such a regional occupational center, or regional occupational program, pursuant to this chapter, the county superintendent of schools may, with the consent of the State Board of Education, establish and maintain a separate regional occupational center or centers, or regional occupational program or programs."

It is the purpose of the parties to this Agreement to provide education in occupational areas and to enable a broader curriculum in said areas while avoiding unnecessary duplication of courses and expensive training equipment.

2. **TERM:** The term of this Agreement shall be on a fiscal year basis to be automatically renewed from year to year subject to the provisions herein contained. The Agreement shall be brought to the Executive Board meeting for review each year.
3. **LOCATION:** Each participating district will choose the site or sites for all regional occupational programs it will conduct.
4. **CAPITAL INVESTMENT:** It is hereby mutually agreed that each participating district has or will make initial capital investments as necessary and desirable for all regional occupational programs that they plan to operate.
5. **ADMINISTRATION:**
 - a. It is agreed that there shall be an administrative body to be known as the Executive Board ("Board"), which will be the policy-making body and governing board of the JPA. The Board shall consist of two representatives from each of the participating districts, one of whom shall be a governing board member selected by and serving on the governing board of such district, and one of whom shall be an officer or employee of the participating district appointed by the superintendent of that participating district. The Board shall select its own officers, except that the superintendent of the Salinas Union High School District or designee shall serve as Chair of the Board. All of the powers of the JPA, except as may be expressly delegated to others pursuant to the provisions of applicable law, this Agreement, or by direction of the Board, shall be exercised by and through the Board. Members of the Board shall not receive compensation for serving on the Board.

The Board may adopt bylaws for the conduct of meetings, the selection of a Chair and Vice Chair, and any other matters necessary to perform its duties pursuant to this Agreement. The Board shall establish the time, place, and date of its regular meetings. A majority of the Board shall constitute a quorum for the transaction of business, except that less than a quorum may adjourn meetings from time to time.

The Board shall appoint a chief executive officer of the JPA, to be known as the

Director. Said Director shall be accountable to the Board for the operation of the programs that are a part of the Regional Occupational Program. Serving at the will of the Board and subject to its policies, rules, regulations and instructions, the Director shall have the powers described in this Agreement and those delegated and assigned by the Board, including without limitation:

- i. To enforce all orders, rules and regulations adopted by the Board relating to the regulation, operation or control of educational programs, funds, facilities, and properties of the JPA.
 - ii. To act as the Secretary of the Board. The Board may, at any time, appoint someone other than the Director as the Secretary of the Board in accordance with applicable law.
- b. Unless the Board directs otherwise, the JPA will be housed at offices made available for that purpose by the Salinas Union High School District. It is agreed that the Salinas Union High School District, as the fiscal agent for any future career technical education grant awarded to the JPA, will receive an indirect fee not to exceed 5% of the total grant amount to cover all administrative costs required to manage the grant. Payment of the JPA's budgeted administrative costs is authorized to be made by transfers of funds to be processed through the Monterey County Office of Education.
- c. The JPA shall have an administrative council ("Council") that shall carry out the daily operations of the ROP programs. Such Council shall consist of the participating district superintendent or his or her representative and the ROP Coordinator of each of the participating districts. The Director shall meet with the Council members, who shall be known as District Coordinators, individually and as a group to carry out the daily operations of the ROP.
- d. Meetings. The Board shall hold at least six (6) regular meetings each year. The dates, times and locations of regular meetings shall be set annually by resolution of the Board. The Board may also hold special meetings. All meetings of the Board shall be called, held and conducted in accordance with the terms and provisions of Title 5, Division 2, Part 1, Chapter 9 (Sections 54950 et seq.), of the California Government Code (the "Brown Act"), or as said chapter may be modified by subsequent legislation.

Except as otherwise provided or permitted by law, all meetings of the Board shall be open and public. The Board shall keep minutes of its meetings and transmit to the Board minutes of the meetings.

The Director shall convene meetings of participating districts business officials prior to each regular Board meeting. The superintendent of each participating district shall designate the business official to represent the participating district.

The purpose of the business officials' meeting will be to review and set business-related agenda items for the next regular Board meeting. Such agenda items would include allocation reports, proposed contracts and agreements, and any other fiscally relevant items. Meetings of the business officials shall be open and public unless otherwise provided. The Director will provide a report of each business officials' meeting to the Board at its next regular meeting.

The Director shall convene at least six (6) meetings of the Council (as described in section 5c) each year.

- e. Treasurer. There shall be a Treasurer of the JPA. Initially, the Treasurer of the JPA shall be the Monterey County Office of Education Treasurer. The Board may, at any time, appoint someone other than the Monterey County Treasurer as the Treasurer of the JPA in accordance with applicable law.
 - f. Controller. There shall be a Controller of the JPA. Initially, the Controller of the JPA shall be the Manager of Fiscal Services of the Salinas Union High School District. The JPA may, at any time, appoint someone other than the Manager of Fiscal Services of the Salinas Union High School District as the Controller of the JPA in accordance with applicable law. The Controller shall draw warrants to pay demands against the JPA when such demands have been approved by the Board or by any other person authorized to so approve such by this Agreement or by resolution of the Board. The Controller shall perform such duties as are set forth in this Agreement and such other duties as are specified by the Board. There shall be strict accountability of all funds and reporting of all receipts and disbursements. The Controller shall establish and maintain such procedures, funds and accounts as may be required by sound accounting practices. The books and records of the JPA in the hands of the Controller shall be open to inspection at all reasonable times by representatives of the parties to this Agreement.
 - g. Unless the Board directs otherwise, the JPA's annual fiscal year shall be from July 1 through the following June 30.
6. **ADMISSION AND RETENTION:** Any pupil eligible to attend a high school of any district party hereto is eligible to attend the regional occupational programs, subject to the following:
- a. General admission requirements as established by the administrative body in concurrence with the participating districts.
 - b. Preference for entrance into regional occupational program classes will be given to students from the participating districts.

- c. Entrance into regional occupational programs for students from other than the participating districts shall be on a space available basis. Pursuant to the requirements of Education Code section 52317, the JPA shall provide workers' compensation for students from non-member districts who are enrolled in a community classroom program.
- i. Before any student from a non-member district is granted admittance to any program funded by the JPA, the non-member district shall enter into a written indemnity agreement ("Non-Member Indemnification Agreement"), with the participating district operating the program or site where the student(s) will be enrolled. The completed Non-Member Indemnification Agreement shall be submitted to the Director at least thirty (30) days before the student(s)' admittance and shall provide that the non-member district will indemnify the participating district operating the program or site where the student will be enrolled for any and all damage or injury to or by the non-member district's student(s) arising from or related to the student(s)' participation in any programs funded by the JPA. A copy of the Non-Member Indemnification Agreement is attached to this Agreement as **Exhibit B** and incorporated herein by reference.
 - ii. Non-member districts will be responsible for providing all necessary transportation for their students who attend programs funded by the JPA in accordance with Section 11 of this Agreement.
 - iii. Non-member districts shall secure and maintain liability insurance in accordance with Section 12 of this Agreement, and upon request, shall provide copies of insurance certificates for such policies to the JPA.
 - iv. Participating districts that elect to enroll students from non-member districts in the ROP may charge the sending, non-member district(s) a per-student fee in an amount not to exceed the average cost of a student's participation in the ROP per year. Such fee will be paid by the non-member district(s) at the time of the student(s)' enrollment in the ROP.

Retention of pupils in the ROP shall be governed by the policies established by the Board with the concurrence of the participating districts.

Mission Trails Regional Occupational Program, the parties hereto or contracting agents, will not discriminate on the basis of race, color, national origin, sex, handicap or age, in employment, enrollment or attendance, in any of its educational programs

and activities. Provisions will be made to accommodate students of limited English proficiency or physical handicap in all vocational programs.

7. **CONTRACTING WITH OUTSIDE AGENCIES:** It is hereby agreed and stipulated by each of the participating parties hereto that any of the participating districts may contract with a community college, non-profit organization or private agency for facilities and/or instruction if the needs of the students would best be served in this manner, and if it is in the best interest of the ROP. Contracts affecting more than a single district shall be approved by the Board before being approved by a participating district.
8. **PUBLICITY & ADVERTISEMENTS:** Participating districts may use or reference the Mission Trails ROP name or logo in advertisements, media or press releases, publications, descriptive or promotional literature, or other communications. It is the responsibility of each District Coordinator to notify all other District Coordinators of the release of such publication or advertisement, and when feasible and time permits, to solicit their input on the proposed communication prior to its release.
9. **PRORATION OF COST:**
 - a. Participating districts shall establish and submit a budget for each program that is a part of the ROP. This budget will be submitted to the Director by June 1. The format for the budget will be uniform for all participating districts.
 - b. The district of attendance shall collect and report any required data for the purpose of meeting local, state and federal funding requirements.
10. **AUDIT:**
 - a. **JPA Audit** - The JPA is responsible for compliance with the requirements of Education Code Section 41023 (effective January 1, 1989). Education Code Section 41023 requires that all JPAs consisting solely of school districts are subject to the same audit reporting requirements applicable to local educational agencies (primarily Education Code Sections 14505 and 41020). The JPA shall fulfill these requirements through the individual audits performed by each participating district as described below.
 - b. **District Audit** - Each participating district will be responsible at its expense, for compliance with requirements of Education Code Section 41020 for annual financial audits and reports covering regional occupational programs conducted by the district, in accordance with the standards set forth in the publication Standards and Procedures for Audits of California Local Educational Agencies.
11. **REVENUES AND ALLOCATIONS:**
 - a. **Allocation** – Except as otherwise specified in this Agreement, allocation of funding will be determined on an annual basis, with each participating district

receiving a pro rata share of funding reflecting its prior year ROP expenditures in proportion to all ROP expenditures of participating districts. To determine this proportional share, the JPA will tabulate each participating district's expenditures from LCFF apportionments, Carl D. Perkins grants, California Partnership Academies funds, and Agriculture Incentive Grants and any other grant specific requirements.

- b. Distribution of One-Time COVID-19 Relief Supplemental Funding. Pursuant to Assembly Bill (AB) 130, Mission Trails ROP is receiving one-time COVID-19 relief supplemental funding from the State ("COVID-19 Relief Funds"). As approved by the Executive Board, COVID-19 Relief Funds shall be distributed based on participating districts' 2019-2020 enrollment in grades 9 to 12. A spreadsheet showing the allocation of COVID-19 Relief Funds for each participating district is attached hereto as **Exhibit C** and incorporated herein by reference.
 - c. Shared Expenses – Shared expenses, including legal fees, of the ROP shall be borne by the participating districts in proportion to each district's actual use of the service giving rise to the expense. On or before July 15 of each year during the term of the JPA, the JPA shall tender to each participating district an invoice showing such district's share of JPA expenses for the prior fiscal year. A participating district must submit written objections to the JPA within fifteen (15) days of receipt of the invoice if it believes the invoice to be incorrect, in which case JPA staff will work with the participating district to determine the correct amount to be borne by the participating district. By July 31 of each year during the term of the Agreement, the JPA shall submit a request to the Monterey County Office of Education for transfer of funds in the amount of each invoice (as adjusted if applicable).
 - d. Cost of Executive Committee Meetings and Student Recognition Ceremonies. Prior to each executive committee meeting and each student recognition ceremony, the JPA will circulate an invitation and solicit RSVPs. Attendees must indicate one (1) week in advance whether they will or will not attend an event, and on the basis of the responses received the JPA will prepare an invoice for each participating district. For each executive committee meeting, the JPA will charge the participating district \$20 for each person who responds that they intend to attend the meeting. For each student recognition ceremony, the JPA will charge the participating district \$25 for each person who responds that they intend to attend the ceremony. The JPA shall submit a request to the Monterey County Office of Education for transfer of funds in the amount of each invoice. No adjustments to the amount invoiced will be made to reflect non-attendance or other changes in plan.
12. **TRANSPORTATION:** Each participating district is to provide transportation at its expense for students transported to another participating district's program, except for students from non-member districts, whose transportation will be the responsibility of their districts of residence as described in Section 6.c of this Agreement.

13. **LIABILITY AND INSURANCE:** Each of the participating districts is jointly and severally liable for any liability caused by a negligent or wrongful act or omission occurring in the performance of the Agreement, pursuant to Government Code section 895.2. It is stipulated, recognized, and agreed that the County Superintendent of Schools is not a party to this Agreement, but is a consenting agency required by Education Code section 52301.

Pursuant to Government Code section 895.4, it is hereby agreed by each of the participating districts, that each participating district shall indemnify the other participating districts, their agents, employees, governing boards, and members of their governing boards and this JPA against claims arising from injury, loss or other claim to or by the participating district's own students when participating in ROP programs, except that no participating district shall be entitled to indemnification by another participating district to the extent that such participating district's own negligence, wrongful act, or omission caused the injury, loss, or other claim.

In furtherance of the terms hereinabove set forth, each participating district, and the JPA independently, shall bear commercial general liability insurance sufficient to cover liability that may arise under this Agreement. The cost of procuring and maintaining insurance for the JPA, including the payment of premiums and any deductible due upon the making of a claim, shall be borne between the participating districts as set forth in **Exhibit A**, and the JPA shall submit to the Monterey County Office of Education requests for transfer of funds as needed to meet the cost of such insurance.

14. **MEDIATION:** It is mutually agreed hereby that whenever an unresolved dispute between any of the participating districts arises as to any matter concerning the operation or programs of the ROP, it shall be submitted to the Council and participating district business officials for mediation and a recommended decision to the Board. The Board shall adopt a final decision regarding the dispute.
15. **WITHDRAWAL:** It is hereby agreed that withdrawal by any participating district shall be conducted on an orderly basis, as follows.

- a. Preliminary Notice of Intent to Withdraw
Any participating district considering withdrawal from this Agreement must provide a written Preliminary Notice of Intent to Withdraw to all participating districts, to the Board, and Director no later than May 31, effective June 30, of the following fiscal year. The Preliminary Notice shall be in the form of a resolution adopted by the withdrawing participating district's governing board. The Preliminary Withdrawal Notice must describe with particularity the withdrawing party's reasons for its intent to withdraw. The Director shall submit the withdrawing party's reasons for withdrawal to the mediation process outlined in Section 13 of this Agreement.
- b. Actual Notice of Withdrawal

Following mediation as set forth in Section 13 of this Agreement, a participating district may withdraw from this Agreement by giving written notice to all participating districts, the Board and Director no later than December 31 of the fiscal year preceding withdrawal. The withdrawing participating district must notify all of the participating districts' governing boards, the Board, and the Director, no later than December 31 of its intent to withdraw effective June 30 of the current fiscal year. The written withdrawal notice shall be in the form of a resolution adopted by the withdrawing participating district's governing board. In order to constitute adequate and sufficient actual notice of withdrawal under this Agreement, the resolution shall affirmatively state that the withdrawing district shall withdraw effective June 30 of the current fiscal year. A resolution stating that the withdrawing district "may" withdraw shall not satisfy this section. If the actual notice to withdraw is not received by December 31, the intent to withdraw becomes null and void.

- c. Land, improvements and equipment purchased for the ROP shall be the property of and remain with the withdrawing district.

16. **ADMISSION:** A public school district not currently served by the ROP may apply for admission to the JPA. The application to become a participating district would need to be submitted in the form of a letter and specify the number of students in grades 9-12, ROP courses to be offered and include a copy of a resolution to apply for admission to the JPA by the applying district's Board of Trustees along with a copy of the district's Career Technical Education Plan. Such applications must be submitted by December 31 of each year for admission as of the following July 1. The applying district also would need to provide a written plan on how it would adhere to Regional Occupational Centers and Programs guidelines as set forth by the California Department of Education. The completed application for admission to the JPA would be considered along with its expected fiscal impact on the JPA and voted upon by the Board. The Board may set specific terms or requirements for admission to the JPA. A 2/3 approval vote would be required for approval. The Board will make a final determination regarding all applications for admission, if any, by June 30 of each year, and any new member districts will attain membership as of July 1 of each year.

Any public school district that is admitted to the JPA subsequent to the date of this Agreement will not be eligible to receive funding that was granted to the JPA prior to the district's membership. All new member districts must obtain liability insurance pursuant to Section 12 of this Agreement and must satisfy all other requirements of this Agreement.

17. **ASSIGNMENT:** Neither the JPA nor any participating district shall assign or subcontract any of its obligations, rights, or duties under this Agreement without prior written consent of the other parties. Any assignment or subcontract made without such prior written consent shall be void.

18. **NOTICES:** Notices and other communications under this Agreement to the participating districts shall be sufficient if delivered to the clerk of the governing board of each participating district.
19. **VENUE:** Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to a motion for transfer of venue.
20. **COUNTERPARTS:** This Agreement may be signed in one or more counterparts, each of which when signed, irrespective of the date signed and delivered, will be deemed to constitute one instrument. Electronic signature pages transmitted to other parties to this Agreement shall be deemed equivalent to original signatures on counterparts.
21. **ENTIRE AGREEMENT:** This Agreement, including all attached Exhibits, if any, contains the entire understanding between the parties concerning the matters described in this Agreement. This Agreement supersedes all prior understandings, negotiations, agreements, representations, correspondence and documents relating to the matters contained in this Agreement.
22. **SEVERABILITY:** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
23. **INTERPRETATION:** The participating districts acknowledge that this Agreement in its final form is the result of the combined efforts of the participating districts and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against any participating district, but rather by construing the terms in accordance with their generally accepted meaning.
24. **WAIVER:** The waiver of any breach of any term, covenant, or condition shall not be deemed to be a waiver any subsequent breach of the same, or any other term, covenant, or condition herein contained.
25. **WARRANTY OF AUTHORITY:** Each of the persons signing this Agreement represents and warrants that such person has been duly authorized to sign this Agreement on behalf of the party indicated, and each of the parties by signing this Agreement warrants and represents that such party is legally authorized and entitled to enter into this Agreement.
26. **AMENDMENTS:** This Agreement may be amended by mutual agreement of all districts party hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of November 19, 2021.

**CARMEL UNIFIED SCHOOL DISTRICT
of Monterey County**

By _____
Superintendent

**SALINAS UNION HIGH SCHOOL
DISTRICT of Monterey County**

By _____
Superintendent

**GONZALES UNIFIED SCHOOL DISTRICT
of Monterey County**

By _____
Superintendent

**SOLEDAD UNIFIED SCHOOL DISTRICT
of Monterey County**

By _____
Superintendent

**MONTEREY PENINSULA UNIFIED
SCHOOL DISTRICT of Monterey County**

By _____
Superintendent

**SOUTH MONTEREY COUNTY JOINT
UNION HIGH SCHOOL DISTRICT of
Monterey County**

By _____
Superintendent

**NORTH MONTEREY COUNTY UNIFIED
SCHOOL DISTRICT of Monterey County
only**

By _____
Superintendent

**MONTEREY COUNTY SUPERINTENDENT
OF SCHOOLS, as consenting agency**

By _____
County Superintendent of Schools

EXHIBIT A
Liability and Insurance

The cost of procuring and maintaining insurance for the JPA, including the payment of premiums and any deductible due upon the making of a claim, shall be borne between the participating districts using the proportional shared formula specified in section 10.a. This is an example of last year's allocation as a reference of the calculation. Below is a sample of the calculation for reference only.

Mission Trails Regional Occupational Program JPA
2019-20 Liability Insurance Cost Allocation

Liability Insurance Cost: **\$28,901.00**

<u>District</u>	<u>2018-19 Expenditures</u>	<u>Allocation %</u>	<u>District Cost</u>
Salinas	\$6,574,635.00	50.02%	\$14,455.43
North Monterey	\$1,059,538.73	8.06%	\$2,329.57
Soledad	\$767,702.08	5.84%	\$1,687.92
Gonzales	\$588,711.94	4.48%	\$1,294.38
South Monterey	\$1,324,145.78	10.07%	\$2,911.35
Monterey	\$1,997,624.63	15.20%	\$4,392.11
Carmel	\$832,433.51	6.33%	\$1,830.24
All Districts	\$ 13,144,791.67	100.00%	\$28,901.00

EXHIBIT B

INDEMNIFICATION AGREEMENT FOR NON-MEMBER STUDENT PARTICIPATION IN MISSION TRAILS REGIONAL OCCUPATIONAL PROGRAM

This INDEMNIFICATION AGREEMENT ("Indemnification Agreement") is effective as of [DATE] ("Effective Date") and is made by and between [MEMBER DISTRICT] and [NON-MEMBER DISTRICT] (collectively, "Parties") with regard to the participation of [STUDENT NAME] in the Mission Trails Regional Occupational Program ("ROP").

1. **Indemnity.** In consideration of [STUDENT NAME] ("Student"), a resident of [NON-MEMBER DISTRICT], being permitted to participate in the ROP at the [MEMBER DISTRICT] program site pursuant to Education Code section 52317, [NON-MEMBER DISTRICT] shall defend and indemnify [MEMBER DISTRICT] from and against any and all claims, demands, causes of action, liabilities, damages, costs, charges, and expenses ("Claims"), including reasonable attorneys' fees, arising out, relating to, or in any way connected with Student's participation in the ROP and any transportation of Student to or from any ROP program site, including, without limitation, any and all claims for personal injury, death, or property damage to or by Student.
2. **Term.** This Indemnification Agreement shall be effective at all times during Student's enrollment in [MEMBER DISTRICT]'s ROP programs and its provisions shall survive for a period of four (4) years following Student's disenrollment from the ROP.
3. **Failure to Indemnify.** If [NON-MEMBER DISTRICT] fails to defend and indemnify [MEMBER DISTRICT] as set forth in this Indemnification Agreement, [MEMBER DISTRICT] may bring a separate suit against [NON-MEMBER DISTRICT] for such failure.
4. **Entire Agreement.** This Indemnification Agreement contains the entire agreement of the Parties with respect to the subject matter hereof, and supersedes any other agreement or understanding, all of which shall be of no force or effect. No addition or modification of any term or provision of this Indemnification Agreement shall be effective unless set forth in writing and signed by each of the Parties. The terms and conditions of this Indemnification Agreement are not to be construed more liberally in favor of, or more strictly against, either Party to this Indemnification Agreement.
5. **Governing Law and Venue.** The terms and provisions of this Indemnification Agreement shall be interpreted in accordance with the laws of the State of California. Any claims arising from this Indemnification Agreement shall be brought in the Superior Court of California for the County of Monterey.
6. **Non-Assignability.** This Indemnification Agreement may not be assigned without the prior and express written consent of the Parties.
7. **Severability.** The Parties expressly agree that this Indemnification Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall,

notwithstanding, continue in full legal force and effect.

- 8. **Counterparts.** This Indemnification Agreement may be executed and recorded in two or more counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties execute this Indemnification Agreement effective as of the Effective Date.

[MEMBER DISTRICT]:

[NON-MEMBER DISTRICT]:

 [NAME],
 [MEMBER DISTRICT]

 [NAME],
 [NON-MEMBER DISTRICT]

Address for Notices:
 [ADDRESS]
 [ADDRESS]
 [PHONE]

Address for Notices:
 [ADDRESS]
 [ADDRESS]
 [PHONE]

EXHIBIT C

Allocation of COVID-19 Relief Funds

(see following page)

Exhibit C

Mission Trails Regional Occupational Program - JPA

COVID-19 Supplemental Funding for Regional Occupational Centers and Programs

Number of Pupil Enrolled in Grades 9 to 12 in the 2019-20 Year

CDE Allocation	\$ 11,645,384					Total	% Distribution	Allocation	Admin. Fee	District Allocation
	District	9th	10th	11th	12th					
Carmel Unified	42	101	129	106	378	3.32%	\$ 386,951.05	19,347.55	\$ 367,603.50	
Monterey Peninsula Unified	302	516	634	490	1,942	17.07%	\$ 1,987,986.61	99,399.33	\$ 1,888,587.28	
South Monterey County	500	317	369	301	1,487	13.07%	\$ 1,522,212.20	76,110.61	\$ 1,446,101.59	
Salinas Union High School Distri	892	998	1,392	2,077	5,359	47.11%	\$ 5,485,901.27	274,295.06	\$ 5,793,875.41	
Soledad Unified	136	240	244	222	842	7.40%	\$ 861,938.58	43,096.93	\$ 818,841.65	
North Monterey County	328	99	187	201	815	7.16%	\$ 834,299.22	41,714.96	\$ 792,584.26	
Gonzales Unified	144	103	167	139	553	4.86%	\$ 566,095.06	28,304.75	\$ 537,790.31	
Totals:	2344	2374	3122	3536	11376	100.00%	\$ 11,645,384.00	582,269.20	\$ 11,645,384.00	

PERIOD OF PERFORMANCE: March 1, 2020 - June 30, 2023

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

SUBJECT: Future Agenda Items

DATE: April 21, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the January 20, 2022 Regular Board Meeting:

- Added June 17, 2021: A Board member requested parent orientation to the Board meetings (currently working with CSBA to arrange for this, as of October 5, 2021)
- Added October 21, 2021: A Board member requested creating policy regarding virtual meetings, including site councils, parent/teacher conferences and other meetings
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity (June 2, 2022)
- Added March 17, 2022: Board Self Evaluation
- Added March 17, 2022: Measure D Update

Added April 5, 2022:

- Update on progress of teacher evaluation (May 19, 2022)