

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, May 5, 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, May 5, 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
Gabiella Gaona, Student Rep.*

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

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/82655012617?pwd=RXZob2hIZFY0cE1EanFiWFhRNjlmQT09>

Meeting ID: 826 5501 2617

Passcode: 217293

One tap mobile [+19292056099](tel:+19292056099).,[82655012617#](tel:+13126266799).,[*217293#](tel:+13017158592) US (New York)

[+13126266799](tel:+13126266799).,[82655012617#](tel:+13017158592).,[*217293#](tel:+12532158782) US (Chicago) Dial by your location +1 929

205 6099 US (New York) +1 312 626 6799 US (Chicago) +1 301 715 8592 US

(Washington DC) +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346

248 7799 US (Houston)

Meeting ID: 826 5501 2617

Passcode: 217293

Find your local number: <https://pgusd.zoom.us/j/82655012617?pwd=RXZob2hIZFY0cE1EanFiWFhRNjlmQT09>

Additional Teleconferencing Location

This meeting is also being conducted by teleconference at the following locations: *Hotel located at 332 North Main St. Chatham, VA 24531.*

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
REGULAR MEETING: THURSDAY, May 5, 2022**

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. Planning and Preparation – Meet and Confer Classified Confidential

2. Planning and Preparation – Adult School

3. Superintendent Goals and Evaluation

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Planning and Preparation – Meet and Confer Classified Confidential

2. Planning and Preparation – Adult School

3. Superintendent Goals and Evaluation

B. Pledge of Allegiance

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, May 5, 2022**

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.

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 21, 2022 Board Meeting 7
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #16 13
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #16.
- C. Classified Assignment Order #16 15
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #16.
- D. Acceptance of Donations 17
Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- E. Cash Receipts Report #6 18
Recommendation: (Song Chin-Bendib, Assistant Superintendent Business Services) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, May 5, 2022**

- F. Contract with Positive Behavior Supports Corp. to Conduct a Functional Behavioral Assessment 21
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve a contract for services with Positive Behavior Supports Corp. to have their Board Certified Behavior Analyst (BCBA) provide a Functional Behavior Assessment (FBA).
- G. Contract for Services with IsoRhythms Music Therapy 24
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve a contract for services with IsoRhythms Music Therapy for music therapy to be provided to the Special Day Class programs located at Special Ed Preschool, Forest Grove Elementary School, Robert Down Elementary School, Pacific Grove Middle School and Pacific Grove High School.
- H. Community Human Services Joint Powers Authority Allocation 28
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the Community Human Services Joint Powers Authority expenditure as presented.
- I. Addendum to Medical Billing Technologies, Inc Contract 31
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the addendum to the original Medical Billing Technologies, Inc (MBT) Contract approved by the board on June 20, 2019.
- J. Pacific Grove High School California Interscholastic Federation (CIF) School Representatives 37
Recommendation: (Lito M. García, Pacific Grove High School Principal) The Administration recommends that the Board review and approve Pacific Grove High School Principal Lito M. García, as the 2022-2023 California Interscholastic Federation (CIF) representatives for Pacific Grove High School.
- K. Contract for Services with Third Watch Security and Investigations 41
Recommendation: (Lito M. García, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Third Watch Security and Investigations to provide security services for the 2022 Prom.
- L. 2022-23 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP) 47
Recommendation: (Shane Steinback, Pacific Grove High School Assistant Principal and Career Technical Education Coordinator) The Administration recommends that the Board approve the 2022-23 College and Career Access Pathways Partnership Agreement (CCAP) between Monterey Peninsula Community College District (MPCCD) and Pacific Grove Unified School District (PGUSD).

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, May 5, 2022**

VII. ACTION/DISCUSSION

- A. District Update on Response to COVID-19 48
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 ___

- B. Approval of Pacific Grove Unified School District Confidential Employees Agreement 49
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Confidential Employees.

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

- C. Contract for Services with MCOE through the allocation of CalHOPE Social Emotional Learning (SEL) funding 52
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the services between MCOE through the allocation of CalHOPE Social and Emotional Learning to provide SEL support for students, families, and staff.

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

- D. “California Day of the Teacher” and “Teacher Appreciation Week” Resolution No. 1091 60
Recommendation: (Ralph Gómez Porras, Superintendent; Billie Mankey, Director II of Human Resources) The Administration recommends the Board adopt Resolution No. 1091 proclaiming the first week of May 2, 2022 – May 6, 2022, as Teacher Appreciation Week and specifically Wednesday, May 11, 2022 as “California Day of the Teacher” (EC 37222.10)

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, May 5, 2022**

E. Board Calendar/Future Meetings 62

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 ___

VIII. INFORMATION/DISCUSSION

A. Master Measure D Projects Plan Update and Proposed Summer/Fall Project Schedule 66

Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services; C. John Dominguez, Interim Director of Maintenance and Operations) The District Administration is presenting an update on the Master Measure D Projects Plan and proposed Summer and Fall project schedule.

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

B. Future Agenda Items 74

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
- Added April 21, 2022: Review/Update on SRO Program and its effectiveness
- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process
- Added April 21, 2022: April 2023 ask Mission Trails JPA to present and educate the Board

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

IX. ADJOURNMENT

Next regular Board meeting: May 19, 2022

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

CONSENT A

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.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Annual Organizational and Regular Meeting of April 21, 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: | Cameron Powley (Alternate) |

C. Adopted Agenda

MOTION BS/JP to adopt agenda as presented.

Public comment: *None*

Motion CARRIED by roll call vote 5-0

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: 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.

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. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

- FR: Letter regarding interest in the PG SELPA representative
 - CS: Noted that there is interest in the community, prudent for Board to do an application process via staff action
 - CD: Will allow current rep to continue an application if interested
 - CS: Willing to do just application and Board decision without interview process
 - Remainder of the Board agreed to this.
- CS: CCS field trip, Narcan distribution on April 27 at Oldemeyer Center, Covid safety plan, Covid relief commission, Supt eval process, strong work force program,

B. Board Member Comments

- BS: Kudos to PGMS administration for great Open House, enjoyed having student comments at the 5th grade orientation, appreciations to teachers
- JP: Second these kudos, returned from PG music trip to NYC Carneige Hall and expressed appreciation for student participating and made the district proud
- FR: Interested in seeing inspirational speaker at the HS
- CS: Attending Butterfly Parade, Would like to volunteer as an alternate on Community Human Services Board, would like to have an Election Webpage for upcoming Board election

C. Superintendent Report

- Distributed book on Cultural Proficiency to trustees that the Admin team will use at retreat, kudos to PGMS staff for fantastic Open House, excellent 5th grade orientation, and FGE Butterfly Parade

D. PGUSD Staff Comments (Non Agenda Items)

- *Principal Keller: Kudos to Kiwanis for Purple Up breakfast, Kevin Lee, 2nd, grade going to state Spelling Bee championship, Beautification Day coming, open house soon*
- *Principal Roggeman: Welcome to FGE Open House*
- *Shane Steinback: Welcome Shamiel Gray as speaker at HS - 830 am and 930 am sessions, students visiting MPC, May 13 Drs. Grove and Close will speak at high school regarding Fentanyl, Graduation on May 27 5-7 pm, ceramics exhibit on Student Union wall*
- *Principal Keller: Thank Kris S for 16 years in district*

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- Annette Yee Stack: Thank board and staff for all the work supporting students, announced that she is running for MCOE BOE Trustee Area #1, long time experience as trainer with CSBA and Board member for Carmel USD
- Beth Shammass: Endorse Annette as former PGUSD Board member

VI. CONSENT AGENDA

- Minutes of April 7, 2022 Board Meeting
- Certificated Assignment Order #15
- Classified Assignment Order #15
- Warrant #642
- Contract
- Surplus Property
- Contract – Scott Backovich Communications – PGH

MOTION FR/CS_to adopt Consent Agenda

Public comment: *None*

Motion CARRIED by roll call vote 5-0

VII. ACTION/DISCUSSION

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

PH Open: 7:06 Closed: 7:07
Board Comments/Questions: *None*
Public Comment: *None*

Motion: Motion to Approved as presented.

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

B. District Update on Response to COVID-19

Board Comments/Questions:

- *CS: Was the rapid test results reported in DashBoard (Yes, they will be reported)*
- *Two Cases...one each at RHD and FGE.*

Public Comment: *None*

No Action Taken.

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

Board Comments/Questions: *None*
Public Comment:

- *Beth Shammas: Should the tie breaker noted be decided prior to the election (Yes, noted in Statement of Election Facts)*

Motion to approve with suggested amendment to add the following statement: on pg. 59, third bullet item “..PGUSD has chosen the method by lot, ..”

Move: *FR* Second: *CS* Roll Call Vote: *5-0*

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

Board Comments/Questions: *None*
Public Comment:

- *Principal Martinez, representing Administration expressed gratitude to Board for approving the agreement.*

Motion to approve as presented.

Move: *FR* Second: *CS* Roll Call Vote: *5 - 0*

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

Board Comments/Questions:

- *CS: expressed gratitude*

Public Comment:

- *None*

Motion to approve as presented.

Move: JP

Second: BS

Roll Call Vote: 5-0

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

Board Comments/Questions:

JP: Expressed appreciation for service

Public Comment:

- *None*

Motion to approve with amendment for item 9a: Superintendent my terminate contract with 60 day written notice (change from 30 days)

Move: CS

Second: FR

Roll Call Vote: 5 - 0

G. Board Calendar/Future Meetings

Board Comments/Questions:

- *None*

Public Comment:

- *None*

No action taken

VII. INFORMATION/DISCUSSION

A. Review of Mission Trails JPA and CTE

Board Questions/Comments:

- *JP: Why did PG leave the Mission Trails in the past? (Difficult budget years and JPA no longer benefited the district)*
- *CD: Question of fluidity..can we pivot offerings as enrollment adjusts? (Unknown at this time, site feel current scenario is working well)*
- *FR: Feel comfortable about staying independent do to flex regarding enrollment*
- *CS: Would like JPA to present to Board.*
- *JP: Will JPA allow for us to expand our current offerings?*
- *BS: Is there a deadline to join JPA? (Around Dec 2022 for 23/24) Can we leave whenever? (No, part of contract agreement) Were we contacted/solicited by JPA? (Item at request of trustee, JPA did approach Steinback)*
- *FR: Good to review programs periodically, trust admin on the recommendation*
- *JP: Where does HS want to go with program? (PGHS please with where school is at programmatically)*
- *CD: Good to hear historical context and good that we are comfortable with where the school is*
- *BS: Would like to hear more about what new programs the school would like*
- *CS: Are we using the correct numbers to estimate values? Strong value in collaborating with other districts and question why we are the only district not part of it? (Basic Aid makes a different), reiterate that Board should hear from JPA in presentation in order to make a fully informed decision,*
- *JP: Not interested in hearing the presentation*
- *CD: Further discussion when we get closer, comfortable where we are currently*
- *BS: Not opposed to presentation at some point in time, staff addressed this fairly well*

Public Comment:

- *Principal Keller: We can achieve goals of JPA on our own in PG, key is to help provide support for CTE pathway students and incentivize*
- *Beth Shammas: Past Board rep with Mission Trails JPA, absent JPA miss the collaboration piece and ability to learn how other districts are addressing programs, encourages Board to express they desire regarding programs*
- *Jamie: Echo Beth Shammas sentiments*
- *FR: Clarify, being involved in a group is not always the right option, PGH programs are expanding and offering excellent programs, "excited" about where school is currently heading*

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
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- 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

Added April 21, 2022:

- Review/Update on SRO Program and its effectiveness
- Discuss "PG Promise" of funding CTE certification process
- April 2022 ask Mission Trails JPA to present and educate the Board

- Board Questions/Comments: *None*
- Public Comment: *None*
- Direction: _____

VIII. ADJOURNMENT

Next regular Board meeting: May 5, 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 #16

DATE: May 5, 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 #16

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. 16
May 5, 2022**

Page 2 of 3

SUMMER SCHOOL 2022:

Ariana Macias, PGAS Preschool Summer Camp Instructor, 4 hours/day, 5 days/week, at the employee regular rate of pay, effective June 6, 2022-July 1, 2022 only

Jeanie DeTomaso, PGAS Preschool Summer Camp Instructor, 4 hours/day, 5 days/week, at the employee regular rate of pay, effective June 6, 2022-July 1, 2022 only

RESIGNATION:

Kayla Gordano, FGE Teacher (Grade 1st), resigns effective May 31, 2022 after 7 years of employment with the Pacific Grove Unified School District

- | | |
|---|---|
| <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: Classified Assignment Order #16

DATE: May 5, 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 #16

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. 16 May 5, 2022

Page 2 of 2

NEW HIRE:

Jennifer Thompson, FGE, Recreation Attendant (BASRP), 8 hrs./M-T-W-F, Range 27/B (includes shift differential), 3 hrs./day, TH, Range 26 B, effective May 12, 2022 (partial replacement for Debbie Pinheiro)

ADDITIONAL ASSIGNMENT:

Jordan Gasperson, PGHS Graduation Assistant, not to exceed 34 hours, paid per time sheet at the employee's regular rate of pay, effective April 15, 2022 through June 3, 2022 only

Amy Killet, administer ELPAC assessments, not to exceed 7 hours, paid per time sheet at the employee's regular rate of pay, effective April 7, 2022 only

RESIGNATION:

Nicki Klevan, PGAS Instructional Assistant, 2.4 hrs./day, 10-month work calendar resigns this position effective April 29, 2022

RETIREMENT:

Marlene Roman, FGE, BASRP Recreation Leader, full-time, 10-month work calendar retires effective June 30, 2022 after 35 years of successful service with the Pacific Grove Unified School District

SUBSTITUTE:

Amanda Geurts, Occupational Therapist, long term sub, hourly paid per time sheet at \$82/hour, replacing Megan Roach (maternity, paternity/child rearing leave) effective April 25, 2022 through May 29, 2023

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" 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 type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Acceptance of Donations

DATE: May 5, 2022

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

RECOMMENDATION:

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

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

Rosie Chesshire

\$1,000 (Bloomer)

Pacific Grove Middle School

None

Pacific Grove High School

Anonymous

\$ 125 (PGHS Musical)

Sherry & Larry Sands (Paul's Drapery)

\$1,000 (Girls basketball uniforms)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input checked="" 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 type="checkbox"/> Information/Discussion |
| <input checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Cash Receipts Report No. 6

DATE: May 5, 2022

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of January 29, 2022 through April 26, 2022.

INFORMATION:

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

PGUSD
BOARD REPORT # 6 Cash Receipts

January 29, 2022 - April 26, 2022

Date	Num	Name	Account	Amount
Jan 29 - Apr 26, 22				
02/18/2022	20914	RETIREE INSURANCE	RETIREE INSURANCE	6,592.28
02/18/2022	20915	ADULT EDUCATION	ADULT EDUCATION	785.00
02/18/2022	20916	Maria Rivera	INS PAYMENT	383.23
02/18/2022	20917	ROP	DONATION	50.00
02/18/2022	20918	STATE OF CALIFORNIA	CAFETERIA	5,919.55
02/18/2022	20919	MCOE	PRESCHOOL	1,500.00
02/18/2022	20920	Compex Legal Services	MISC	90.00
02/18/2022	20921	ROP	DONATION	150.00
02/18/2022	20922	Intercare Holding Insurance	WORKERSCOMP	2,073.03
02/18/2022	20923	Intercare Holding Insurance	WORKERSCOMP	1,378.90
02/18/2022	20924	Intercare Holding Insurance	WORKERSCOMP	1,656.16
02/18/2022	20925	Intercare Holding Insurance	WORKERSCOMP	546.94
02/18/2022	20926	Intercare Holding Insurance	WORKERSCOMP	354.89
02/18/2022	20927	Intercare Holding Insurance	WORKERSCOMP	1,382.02
02/18/2022	20928	Intercare Holding Insurance	WORKERSCOMP	546.94
02/18/2022	20929	Intercare Holding Insurance	WORKERSCOMP	1,382.02
02/18/2022	20930	Facilitron	SPECIAL RESERVE	2,437.70
02/18/2022	20931	Robert Down Elementary	DONATION	20.00
02/18/2022	20932	PGHS ASB	CAFETERIA	967.00
02/18/2022	20933	KEENAN AND ASSOC	INSURANCE	14,500.67
02/18/2022	20934	MERMA	Safety Grant	4,601.00
02/18/2022	20935	STATE OF CALIFORNIA	SP ED	4,465.02
02/18/2022	20936	Fran Castorina	INS PAYMENT	548.70
02/18/2022	20937	PGMS	DONATION	16.00
02/18/2022	20938	PGMS	FIELD TRIP	918.00
02/18/2022	20939	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	21,878.05
02/18/2022	20940	BASRP-RD	BASRP	259.00
02/18/2022	20941	BASRP-FG	BASRP	12.00
02/22/2022	20942	BASRP-FG	BASRP	9,144.00
02/22/2022	20943	BASRP-RD	BASRP	9,417.25
02/22/2022	20944	REV TRAK	ADULT EDUCATION	6,763.13
02/22/2022	20945	FOOD SERVICE	CAFETERIA	261.00
03/04/2022	20946	RETIREE INSURANCE	RETIREE INSURANCE	5,347.21
03/04/2022	20947	Gemini Legal	MISC	15.00
03/04/2022	20948	Monterey Peninsula Quilters Guild	DONATION	250.00
03/04/2022	20949	BUS PASS	BUS PASS	100.00
03/04/2022	20950	Intercare Holding Insurance	WORKERSCOMP	546.94
03/04/2022	20951	Intercare Holding Insurance	WORKERSCOMP	546.94
03/04/2022	20952	Intercare Holding Insurance	WORKERSCOMP	1,382.02
03/04/2022	20953	PGMS	FIELD TRIP	1,326.00
03/04/2022	20954	BASRP-RD	BASRP	25.00
03/04/2022	20955	BASRP-RD	BASRP	400.50
03/04/2022	20956	Santa Cruz COE	MAA	10,664.42
03/04/2022	20957	Maria Rivera	INS PAYMENT	383.23
03/15/2022	20958	VOID	VOID	
03/15/2022	20959	ADULT EDUCATION	ADULT EDUCATION	910.00
03/15/2022	20960	VOID	VOID	
03/15/2022	20961	ADULT EDUCATION	ADULT EDUCATION	1,130.00
03/15/2022	20962	US BANK	REBATE	80.44
03/16/2022	20963	MCSIG	REFUND	1,404.00
03/16/2022	20964	MPC	MISC	2,194.82
03/16/2022	20965	Monterey County Clerk	RESTITUTION	50.00
03/16/2022	20966	Monterey County Clerk	RESTITUTION	870.88
03/16/2022	20967	STATE OF CALIFORNIA	CAFETERIA	82,812.74
03/16/2022	20968	Home Depot	REBATE	153.21
03/16/2022	20969	Follett	MISC	11.47
03/16/2022	20970	Carmel Unified School Dist	SP ED	260,201.09
03/16/2022	20971	BASRP-FG	BASRP	40.00
03/16/2022	20972	BASRP-RD	BASRP	300.00
03/16/2022	20973	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	19,765.67
03/16/2022	20974	RETIREE INSURANCE	RETIREE INSURANCE	4,583.01
03/16/2022	20975	Intercare Holding Insurance	WORKERSCOMP	1,085.87

Date	Num	Name	Account	Amount
03/16/2022	20976	Intercare Holding Insurance	WORKERSCOMP	546.94
03/16/2022	20977	Intercare Holding Insurance	WORKERSCOMP	7,556.58
03/16/2022	20978	Intercare Holding Insurance	WORKERSCOMP	1,820.56
03/16/2022	20979	Fran Castorina	INS PAYMENT	548.70
03/16/2022	20980	Gregory Hyde	PAYROLL	815.29
03/16/2022	20981	STATE OF CALIFORNIA	CAFETERIA	8,512.25
03/16/2022	20982	Facilitron	SPECIAL RESERVE	3,525.80
03/16/2022	20983	Robert Down Elementary	DONATION	40.00
03/16/2022	20984	REV TRAK	ADULT EDUCATION	291.30
03/16/2022	20985	ADULT EDUCATION	ADULT EDUCATION	45,177.03
03/16/2022	20986	STATE OF CALIFORNIA	CAFETERIA	126,653.32
03/25/2022	20987	BASRP-FG	BASRP	9,953.50
03/25/2022	20988	BASRP-RD	BASRP	9,993.00
04/04/2022	20989	REV TRAK	ADULT EDUCATION	196.63
04/04/2022	20990	FOOD SERVICE	CAFETERIA	293.75
04/04/2022	20991	US BANK	REBATE	80.44
04/04/2022	20992	FOOD SERVICE	CAFETERIA	289.25
04/07/2022	20993	Fran Castorina	INS PAYMENT	548.70
04/07/2022	20994	Maria Rivera	INS PAYMENT	383.23
04/07/2022	20995	BUS PASS	BUS PASS	10.00
04/07/2022	20996	Fingerprinting	Fingerprint Fees	2,153.00
04/07/2022	20997	PGMS	Music Program	203.00
04/07/2022	20998	Intercare Holding Insurance	WORKERSCOMP	2,712.62
04/07/2022	20999	PGMS	FIELD TRIP	1,428.00
04/07/2022	21000	RETIREE INSURANCE	RETIREE INSURANCE	9,845.21
04/07/2022	21001	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	21,823.08
04/07/2022	21002	MBCS/Monterey Bay Charter School	UTILITIES	3,091.15
04/07/2022	21003	Saylor Legal Service	MISC	15.00
04/07/2022	21004	Monterey County Clerk	RESTITUTION	100.00
04/07/2022	21005	FOOD SERVICE	CAFETERIA	820.00
04/07/2022	21006	PGHS	DONATION	125.00
04/07/2022	21007	Kelly-Moore Paint	REFUND	35.84
04/07/2022	21008	TEXTBOOKS	TEXT BOOK FEES	57.00
04/07/2022	21009	Intercare Holding Insurance	WORKERSCOMP	546.94
04/07/2022	21010	Intercare Holding Insurance	WORKERSCOMP	1,741.46
04/07/2022	21011	Intercare Holding Insurance	WORKERSCOMP	1,820.56
04/07/2022	21012	Santa Clara COE	DONATION	290.00
04/07/2022	21013	Robert Down Elementary	DONATION	1,000.00
04/07/2022	21014	CSUMB	MISC	250.00
04/07/2022	21015	BUS PASS	BUS PASS	10.00
04/07/2022	21016	BUS PASS	BUS PASS	180.00
04/07/2022	21017	ROP	DONATION	100.00
04/07/2022	21018	Facilitron	SPECIAL RESERVE	3,027.20
04/07/2022	21019	ADULT EDUCATION	ADULT EDUCATION	1,961.00
04/07/2022	21020	ADULT EDUCATION	ADULT EDUCATION	795.00
04/07/2022	21021	BASRP-FG	BASRP	18.00
04/07/2022	21022	BASRP-RD	BASRP	634.00
04/07/2022	21023	BASRP-RD	BASRP	308.00
Jan 29 - Apr 26, 22				769,907.07

- 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 with Positive Behavior Supports Corp. to Conduct a Functional Behavioral Assessment

DATE: May 5, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Positive Behavior Supports Corp. to have their Board Certified Behavior Analyst (BCBA) provide a Functional Behavior Assessment (FBA).

BACKGROUND:

The student’s IEP team has recommended that a Functional Behavioral Assessment be conducted to support the team in developing targeted behavior goals, data collection, behavior support plan and an escalation cycle management plan.

INFORMATION:

The FBA will be conducted by a Board Certified Behavior Analyst (BCBA) that will result in an assessment report to be presented to the student’s IEP team to inform the development of appropriate behavioral supports and interventions. The MOU between PGUSD and Positive Behavior Supports Corp. was approved at the April 17,2022 board meeting.

FISCAL IMPACT:

Previously budgeted.
Funding Source- Restricted Mental Health Funds

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

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

Positive Behavior Supports Corporation for services rendered as specified below.

- 1. **Scope of Service:**
To provide Board Certified Behavior Analyst (BCBA) services to include Functional Behavior Assessments classroom and parent consultation and recommendations.
- 2. **Expected outcome(s)**
A Functional Behavioral Assessment will be conducted for a student by a BCBA who will also attend IEP meetings to present a comprehensive and legally compliant report including recommendations for behavioral supports for students as determined by their IEP Teams.
- 3. **Dates of Service:**
May 5, 2022- May 27, 2022
- 4. **Financial Arrangements:**
Up to \$1,500.
School Funding Source: 01- 6512- 0- 5001- 3140- 5800- 00- 000- 2350- 0740
Restricted Mental Health Funds

Consultant: Rachel Tietze, M.S., BCBA , Positive Behavior Supports Corp.

Address: 7108 South Kanner Hwy Stuart FL 34997

Signed _____ Date _____

District Employee Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 9/05

Contract for Services Criteria

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

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

District/Site Administrator

Date

- 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 IsoRhythms Music Therapy
DATE: May 5, 2022

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve a contract for services with IsoRhythms Music Therapy for music therapy to be provided to the Special Day Class programs located at Special Ed Preschool, Forest Grove Elementary School, Robert Down Elementary School, Pacific Grove Middle School and Pacific Grove High School.

BACKGROUND:

Music Therapy was added to the California Code of Regulations, Title 5, in May 2014. Specifically, Article 5, Section 3051.21 defines music therapy and clarified personnel qualifications. Music Therapy is one of many related services which may be required to assist students with disabilities to benefit from special education. A Music Therapist must possess a Board Certified credential from the Certification Board for Music Therapists (CBMT).

INFORMATION:

Students enrolled in the special day class programs for students with mild/moderate and moderate/severe disabilities will receive enrichment and educational benefit from the provision of Music Therapy as an integrated component of their specialized program. We believe that the provision of Music Therapy will greatly improve the language, social, emotional and behavioral needs of the students and enhance progress towards their IEP goals.

FISCAL IMPACT:

Budgeted for 22-23SY \$34,140.
 10 sessions a week for 40 weeks \$32,640. Adapted Materials/Supplies \$1,500.
 Funding Source: Restricted Mental Health Funds

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

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

1. Scope of Service:

The provision of a part time instructional support staff to support the needs of a student.

2. Expected outcome(s):

Students will have access to Music Therapy as a research-based methodology to enhance progress towards language, social-emotional, behavioral and emotional IEP goals. Consultation will be provided to staff on voice modulation and the integration of Music throughout the school day to support language acquisition, behavior and emotional regulation and social interactions.

3. Dates of Service:

August 2022-June 2023
10 sessions a week for 40 weeks

4. Financial Arrangements:

40 weeks serving 6 classrooms, consultation, music therapy, adapted instruments and materials
Total projection \$34,140.00
Funding Source-01-6512-0-5001-3140-5800-00-000-1546-0740
Restricted State Mental Health funds only to be used for students on IEPs

Consultant: IsoRhythms Music Therapy

Address: 220 Country Club Gate Center, Suite 7 Pacific Grove, CA 93950

Signed _____ Date _____

District Employee Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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



Using music to facilitate neurologic development, recovery, & wellness.

www.isorhythmsMT.com

Darcy Smith, MA, MT-BC, NMT
 darcy@isorhythmsMT.com
 (831) 204-6554

Budget Proposal for PGUSD 2022/2023 SPED Music Therapy Services

2022/2023 REGULAR SCHOOL YEAR AND EXTENDED SCHOOL YEAR	
Services provided August 2022 - June 2023 PG Preschool - 1 class, 2 sessions/week, 40 weeks * Robert Down - 2 classes, 2 sessions each/week, 40 weeks * PG High - 1 class, 2 sessions/week, 40 weeks * Forest Grove - 1 class, 1 session/week, 36 weeks ** ATP - 1 class, 1 session/week, 36 weeks ** <i>Classroom music integration consultation as needed for all classes</i>	\$32,640
Supplies adapted instruments & materials for all sites	\$1,500
TOTAL PROPOSED BUDGET	\$34,140

* 40 weeks: Taking school breaks/holidays into consideration, each month would have the following number of weeks of service: August (4), September (4), October (3), November (4), December (2), January (5), February (3), March (4), April (3), May (4), June (4)

** 36 weeks: Taking school breaks/holidays into consideration, each month would have the following number of weeks of service: August (4), September (4), October (3), November (4), December (2), January (5), February (3), March (4), April (3), May (4)

Contract for Services Criteria

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

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

District/Site Administrator

Date

- | | |
|--|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input checked="" 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 type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Community Human Services Joint Powers Authority Allocation

DATE: May 5, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Community Human Services Joint Powers Authority expenditure as presented.

BACKGROUND:

Community Human Services is a 501c(3) nonprofit and Joint Powers Authority (JPA) with a governing board of representatives from 15 cities and school districts in Monterey County. JPA members include: City of Carmel, City of Del Rey Oaks, City of Marina, City of Monterey, City of Pacific Grove, City of Salinas, City of Sand City, City of Seaside, Carmel Unified School District, Monterey Peninsula Unified School District, Pacific Grove Unified School District, Monterey Peninsula Community College District, North Monterey County Unified School District, Monterey County Office of Education, and Santa Rita Union School District. Cristy Dawson represents PGUSD on the governing board of representatives. Community Human Services (CHS) provides people of all ages with the tools and support to overcome challenges of addiction, mental illness and homelessness and create lasting change in their lives.

INFORMATION:

In order to be an active member of the JPA, an annual fee is required.

FISCAL IMPACT:

Annual membership fee is \$5,875
 Funding has been allocated for this item to be paid through the General Fund

www.chservices.org
831.658.3811 phone
831.658.3815 fax

Administration Office
P.O. Box 3076
Monterey, CA 93942-3076



CONSENT H
**community
human services**
hope. help. here.

April 1, 2022

Dr. Ralph Porras, Superintendent
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950

Dear Dr. Ralph Porras,

Each year, Community Human Services' Board of Directors approves a specific allocation amount to be requested of the city and school district members of the Joint Powers Agency. Allocation requests are then sent to JPA members in early April for consideration in the coming year's budget.

Now more than ever, we need the support of our JPA members. The challenge we face is not just sustaining the existing network of essential services, but also meeting the growing demand for mental health, substance abuse and homeless services as a result of the COVID-19 pandemic.

For fiscal year 2022-23, the allocation requested of Pacific Grove Unified School District is \$5,875. This request is based on the February 2022 Consumer Price Index for the San Francisco, Oakland, San Jose region, rounded to the nearest hundred dollars.

Community Human Services (CHS) appreciates your years of support as a member of the JPA. Your membership provides a lot of benefits and services to Pacific Grove Unified School District youth and families. It also allows us to leverage local dollars with federal, state, and private sources, which greatly expands service levels in our community. Last fiscal year, CHS helped 2,649 people in Monterey County. Please see attached.

CHS remains committed to providing a vital safety net of services to Monterey County's at-risk youth and families. I've enclosed a directory of our services for your information. If you would like us to make a brief presentation to your school board, please contact me or your JPA representative, Cristy Dawson. I can be reached at 831.658.3811 or rmccrae@chservices.org. Thank you again for your ongoing support.

Sincerely,

A handwritten signature in blue ink that reads "Robin McCrae". The signature is fluid and cursive.

Robin McCrae
Chief Executive Officer

C: Cristy Dawson, Board President
Finance Department

SUMMARY OF SERVICES FY 2020-21

<u>Service</u>	<u>Individuals</u>
Outpatient Mental Health Counseling	539
Runaway and Homeless Youth Services	185
Youth Drug Intervention	142
School-Based Counseling	279
Supervised Visitation	69
Parent Education	150
Domestic Violence Intervention	41
Methadone Counseling and Medication	358
Residential Drug Treatment	247
Perinatal Residential Drug Treatment	1
Outpatient Drug Treatment	580
Sober Housing	27
Shelter for Women and Families	31
Totals	2,649

- 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: Addendum to MBT Contract

DATE: May 5, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the addendum to the original Medical Billing Technologies, Inc (MBT) Contract approved by the board on June 20, 2019.

BACKGROUND:

MBT assists our district with billing, claims, training and reports for the Medi-Cal Billing Option Program. A new State Plan Amendment (SPA) 15-021 was recently implemented, which requires a recalculation of Cost Reimbursement Comparison Schedule (CRCS) reports from 2015-2019. This Addendum allows MBT to re-calculate these reports, and assist us with filing them with the Department of Health Care Services (DHCS).

INFORMATION:

The addendum specifies that costs for this service will be based on any underpayment by the Department of Health Care Services at a rate of 4%, not to exceed \$10,000 for the 4 years of re-calculated CRCS Reports. MBT will send an invoice for the 4% of the total underpayment once DHCS reviews the reports.

FISCAL IMPACT:

No fiscal impact.

LEA Medi-Cal Direct Billing Program OptiServices Contract Addendum CRCS Recalculations

This Agreement is made this 1st day of June, 2022, between MEDICAL BILLING TECHNOLOGIES, INC, hereinafter called "MBT" and PACIFIC GROVE UNIFIED SCHOOL DISTRICT, hereinafter called "CLIENT". This Agreement states the terms and conditions under which MBT will provide services on behalf of CLIENT under the Local Education Agencies (LEA) Medi-Cal Billing Option Program to complete and submit the Cost Reimbursement Comparison Schedule reports.

1. **Reason for the Addendum:** The recalculation of the Cost Reimbursement Comparison Schedule (CRCS) reports for years 2015-2016, 2016-2017, 2017-2018 and 2018-2019.

California's Department of Health Care Services (DHCS) oversees the LEA Medi-Cal Billing Option Program (LEA program). In May of 2020, DHCS implemented State Plan Amendment (SPA) 15-021 which incorporated many changes to the LEA program in order to increase federal reimbursements to California schools. These increased reimbursements are retroactive back to the 2015-2016 school year. In order for California LEAs to collect these additional reimbursements, DHCS requires each LEA to resubmit their CRCS reports in a new format for the 2015-2016, 2016-2017, 2017-2018 and 2018-2019 school years.

The purpose of this addendum is to permit MBT to recalculate all the necessary CRCS reports and submit each report to DHCS on behalf of the CLIENT. The CRCS reports are due to DHCS as follows:

- a. 2015-2016 recalculated CRCS report due to DHCS June 30, 2022.
- b. 2016-2017 recalculated CRCS report due to DHCS August 31, 2022.
- c. 2017-2018 recalculated CRCS report due to DHCS October 31, 2022.
- d. 2018-2019 recalculated CRCS report due to DHCS January 31, 2023.

These timelines are tentative and may be changed by DHCS.

2. **MBT Responsibilities:** MBT shall provide the following services to CLIENT:

- a. Work with CLIENT's designated LEA Coordinator.
- b. Complete analysis of CLIENT's LEA program practitioner lists to determine valid practitioners to include on each CRCS report.
- c. Obtain the CLIENT's Random Moment Time Survey results to include on each CRCS report.
- d. Obtain the CLIENT's percentage of Medi-Cal eligible students to include on each CRCS report.
- e. Request expense reports from CLIENT in order to calculate appropriate costs to include on each CRCS report.
- f. Compile all necessary data and calculations onto CRCS forms in compliance with DHCS's program regulations.
- g. Review each completed CRCS report with CLIENT and request all necessary signatures from CLIENT personnel.
- h. Submit the CRCS to DHCS by the due dates specified by DHCS.
- i. Provide assistance to CLIENT in the event of a DHCS audit. The form of such assistance shall be solely at the discretion of MBT.
- j. Comply with federal Family Educational Rights and Privacy Act (FERPA) regulations. Standards for electronic submissions and firewalls have been instituted to block entry into the MBT server and protect against internet attacks. The MBT network server is contained in a secure data center; all unused confidential information is shredded. All MBT staff are trained in HIPAA/FERPA regulations and are required to sign a statement of confidentiality. Student information sent from MBT to CLIENT will be encrypted and password protected.

3. **Client Responsibilities:** CLIENT shall do and perform each of the following:
 - a. Designate an LEA Program Coordinator as a point of contact for MBT.
 - b. CLIENT shall provide all necessary documents and records to MBT necessary to complete each CRCS within 60 days of MBT's request.
 - c. Maintain all LEA Medi-Cal Billing Option Program billing documentation as required by State and Federal laws, rules, and regulations for audit purposes and for such period of time as required by State and Federal laws, rules, and regulations.
 - d. Comply with all rules and regulations of DHCS and other applicable government agencies pertaining to providing services, recordkeeping, and retention for the LEA Medi-Cal Billing Option Program.

4. **Payment:** After each CRCS is complete an underpayment amount is calculated for each year. CLIENT shall pay to MBT as compensation:

Four percent (4%) of the total underpayment received by CLIENT, but not to exceed \$10,000.00. CLIENT will be invoiced by MBT when the final cost settlement is released by DHCS for each CRCS year. This will result in four (4) separate invoices issued by MBT to CLIENT for each of the recalculated CRCS reports. MBT will ensure that the total fees of the four (4) invoices issued to CLIENT do not exceed four percent (4%) or \$10,000.00 of CLIENT's total underpayment amount.

Late Fees: CLIENT agrees to pay all sums due MBT under this contract within 30 calendar days of receipt of an invoice for services from MBT.

CLIENT will incur a late fee of one and one-half percent (1.5%) per month on amounts unpaid for more than sixty (60) days past the date of invoice.

CLIENT shall, upon request, provide to MBT a copy of all documents and checks received from DHCS evidencing all sums received as a result of the services of MBT. CLIENT shall make all such records available to MBT at reasonable times. MBT shall have the right to audit the records of CLIENT pertaining to LEA Medi-Cal billing.

5. **Document Management:** MBT shall retain in electronic form copies of all LEA Medi-Cal Billing Option bills submitted for CLIENT for a period of five (5) years after the date of submission of each CRCS report or such other period as required by law. MBT, upon request, will provide to CLIENT printed copies of such bills. MBT, upon request, shall return to CLIENT all billing forms and other documents provided to MBT for billing purposes. CLIENT shall reimburse MBT for the cost of all containers and for the cost of packing and shipping such documents and records. CLIENT shall retain all such documents and records for at least five (5) years from the date of service or such other duration as may be required by State and Federal laws, rules, and regulations.
6. **Confidentiality Agreement:** All statistical, financial, student and other data relating to the LEA Medi-Cal Billing Option Program billing and the identity of Medi-Cal eligible students shall be held in strict confidence by the parties hereto. The foregoing obligation does not apply to any data that has become publicly available or that is not required to be kept confidential.

The data provided to MBT by the CLIENT will be used for the sole purpose of performing billing for the LEA Medi-Cal Billing Option Program. MBT is responsible to abide by The Health Insurance Portability and Accountability Act (HIPAA) and The Family Educational Rights and Privacy Act (FERPA) and will not share the CLIENT's data with third-party entities except as permitted and required for the LEA Medi-Cal Billing Option Program.

7. **Insurance:** MBT shall, at MBT's expense, obtain and keep in force during the term of this Agreement a policy of Professional Liability for Professional Services Error in the amount of Two Million Dollars (\$2,000,000.00).

8. **Mutual Indemnification and Limitation of Liability:**

a. CLIENT will indemnify, defend, and hold MBT, and each such party's affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) a claim by a third party alleging that use of the CLIENT DATA infringes the INTELLECTUAL PROPERTY RIGHTS of a third party; provided in any such case that MBT (a) promptly gives CLIENT written notice of the claim; (b) gives CLIENT sole control of the defense and settlement of the claim; and (c) provides CLIENT all available information and assistance.

b. MBT will indemnify, defend and hold CLIENT and CLIENT affiliates, officers, directors, employees, attorneys and agents harmless from and against any and all claims, costs, damages, losses, liabilities and expenses arising out of or in connection with: (i) any breach of confidentiality of CLIENT DATA due to the negligence of MBT or its employees or agents, and (ii) a claim by a third party alleging that the HOSTED SERVICE directly infringes an INTELLECTUAL PROPERTY RIGHT of a third party; provided that CLIENT (a) promptly gives written notice of the claim to MBT; (b) gives MBT sole control of the defense and settlement of the claim; and (c) provides MBT all available information and assistance. MBT's aggregate liability under this subsection (b) of Section 9 is limited to the coverage actually afforded by MBT's insurance policy referred to in Section 8 of this Agreement.

c. MBT will use due care in processing the work of the CLIENT based on CLIENT's submission of billing information and CLIENT's determination of eligibility for reimbursement by the LEA Medi-Cal Billing Option Program. MBT will be responsible for correcting any errors which are due to the machines, operators, or programmers of MBT. Such errors shall be corrected at no additional charge to CLIENT. MBT does not guarantee State or Federal approval of billings submitted, and MBT shall not be liable or responsible to CLIENT for DHCS interpretation of State and Federal laws, rules, and regulations, or for changes to State and Federal laws, rules, and regulations, or for claims that are questioned or denied by DHCS or any other State or Federal governmental agency. MBT shall have no liability for CLIENT's inability to provide proper source documentation, including but not limited to Provider records, IEPs, Health Service Plans, and other supporting documentation, to DHCS or any other State or Federal governmental agency.

d. Except as specifically set forth in Section 9, subsection (b) of this Agreement, in no event shall MBT's liability for any and all claims against MBT under this Agreement, in contract, tort, or otherwise, exceed the total amount of the fees paid by CLIENT to MBT during the contract term in issue, and MBT shall not be liable under any circumstances for any special, consequential, incidental, punitive, or exemplary damages arising out of or in any way connected with this Agreement.

9. **Contract Duration and Termination:** The term of this Agreement shall commence upon execution of this contract and continue until all four (4) CRCS reports are approved and paid by DHCS.

CLIENT may terminate this agreement at any time in writing. In the event of termination prior to the completion of all four (4) CRCS reports, CLIENT is still obligated to pay MBT for any and all CRCS report(s) completed by MBT prior to the CLIENT's notification of termination.

10. **Notices:** Notices affecting contract terms between the parties shall be in writing and shall be deemed given when (i) personally delivered to the party to whom it is directed; or (ii) five (5) days after deposit in the United States mail, postage prepaid, return receipt requested, addressed to:

MBT
 Medical Billing Technologies, Inc.
 Attn: Reid Stephens, President
 P.O. Box 709
 Visalia, CA 93279

CLIENT
 Pacific Grove Unified School District
 Attn: Business Office
 435 Hillcrest Avenue
 Pacific Grove, CA 93950-4900

11. **Copyrights:** CLIENT acknowledges and agrees that all manuals and forms (“MBT Documents”) provided to CLIENT by MBT shall remain the property of MBT and shall not be duplicated, copied in any manner and access to MBT Documents shall be restricted to employees of CLIENT who need to use MBT Documents in order to satisfy CLIENT’S obligations under this Agreement, without the prior written consent of MBT. All computer programs and materials, including, but not limited to, electronic devices, and the information contained therein are, and shall remain, the property of MBT.
12. **Other Documents:** The parties hereto agree to execute such other and further documents as may be necessary or required by the DHCS to authorize MBT to perform billing services on behalf of CLIENT.
13. **Representations:** Each party represents and warrants that it has the legal power and authority to enter into this Agreement.
14. **Entire Agreement:** This Agreement is an addendum to the original Agreement, LEA Medi-Cal Direct Billing Program OptiServices Contract that was initiated between MBT and CLIENT in July of 2018. These agreements supersedes any and all other agreements, either oral or in writing, between the parties with respect to MBT providing LEA Medi-Cal billing services to CLIENT and contains all of the covenants and agreements between the parties with respect to such billing services. Each party to these Agreements acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise with respect to MBT billing services not contained in these Agreements shall be valid or binding.
15. **Modification:** This Agreement may be amended or modified at any time with respect to any provision by a written instrument executed by all parties.
16. **Law Governing Agreement:** This Agreement shall be governed by and construed in accordance with the laws of the State of California.
17. **Mediation and Arbitration:** Any dispute arising under this Agreement shall first be addressed through mediation. If a dispute arises, either party may demand mediation by filing a written demand with the other party. If the parties cannot agree upon a neutral mediator, each party, within twenty (20) days after the parties fail to agree on one mediator, at its own cost shall appoint one mediator and those mediators shall select an impartial mediator to conduct the mediation. The parties shall equally share the cost of the mediator conducting the mediation.

If the parties are unable to resolve any dispute through mediation as set forth herein, or if any party fails to respond to a demand for mediation, all questions and disputes with respect to the rights and obligations of the parties arising under the terms of this Agreement shall be resolved by binding arbitration. Any party may demand arbitration by filing a written demand with the other party. If the parties cannot agree on one arbitrator, each of the parties, within twenty (20) days after the parties fail to agree on one arbitrator, at its own cost, shall appoint one arbitrator and those arbitrators shall select an impartial arbitrator to conduct the arbitration. Should a party refuse or neglect to join in the arbitrator or to furnish the arbitrator with any papers or information demanded, the arbitrator may proceed ex parte.

A hearing on the matter to be arbitrated shall take place before the arbitrator in the County where CLIENT is located, State of California. The arbitrator shall select the time and place promptly and shall give each party written notice of the time and place at least ninety (90) days before the date selected.

The parties shall be entitled to conduct discovery by agreement or by order of the arbitrator. Each party may present any relevant evidence at the hearing. The formal rules of evidence applicable to judicial proceedings shall not govern. Evidence shall be admitted or excluded in the sole discretion of the arbitrator. The arbitrator shall hear and determine the matter and shall execute and acknowledge the award in writing and cause a copy of the writing to be delivered to each of the parties.

The parties shall share equally the expense of arbitration, and each party shall bear its own attorney fees and costs incurred in connection with the arbitration.

The arbitrator's decision shall be binding and conclusive on the parties. A judgment confirming the award may be given by any Superior Court having jurisdiction.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

_____	_____
Authorized Signature	Date
_____	_____
Printed Name	Printed Title

MEDICAL BILLING TECHNOLOGIES, INC.

	03/23/2022
_____	_____
Reid Stephens, President	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: Pacific Grove High School California Interscholastic Federation (CIF) School Representatives

DATE: May 5, 2022

PERSON(S) RESPONSIBLE: Lito M. García, Principal PGHS

RECOMMENDATION:

The Administration recommends that the Board review and approve Pacific Grove High School Principal Lito M. García, as the 2022-2023 California Interscholastic Federation (CIF) representatives for Pacific Grove High School.

BACKGROUND:

The California Interscholastic Federation (CIF) requires each year that a school identify a representative who will represent the school for official CIF business such as league meetings, section meetings, and State meetings.

INFORMATION:

Lito M. García, Principal PGHS will be responsible for attending meetings and voting on behalf of PGHS athletics. If Mr. García is not available Mr. Morgan or Mr. Steinback will fill in.

FISCAL IMPACT:

No cost.



TO: SUPERINTENDENT OF PUBLIC SCHOOLS
PRINCIPAL OF PRIVATE SCHOOLS

FROM: RON NOCETTI, EXECUTIVE DIRECTOR

RE: FORM TO RECORD DISTRICT AND/OR SCHOOL REPRESENTATIVES TO LEAGUES

DATE: APRIL 1, 2022

Enclosed is a form upon which to record your district and/or school representatives to leagues for **next year, 2022-2023**. It is a form sent every year to you in order to obtain the names of league representatives to every league in the state and to make sure that the league representatives are designated by school district or school governing boards. **It is a legal requirement that league representatives be so designated.**

The education code gives the authority for high school athletics to high school governing boards. The code also requires that the boards, after joining CIF, designate their representatives to CIF leagues. This is a necessity! (Ed. Code 33353 (a) (1))

We are asking that, after action by the governing board, you **send the names of league representatives to your CIF Section office**. Obviously, the presumption behind this code section is that the representatives of boards are the only people who will be voting on issues, at the league and section level, that impact athletics.

If a governing board does not take appropriate action to designate representatives or this information is not given to Section offices within the required time frame, CIF is required to suspend voting privileges (CIF Constitution, Article 2, Section 25, p. 18) for the affected schools.

At the State Federated Council level, we will be asking that Sections verify that their representatives are designated in compliance with this Ed. Code section.

I hope this gives you a bit of background. Thank you for all you do to help support high school athletics. It is a valuable program in all high schools, and we appreciate the support you give to the program and to CIF.

Please return the enclosed form no later than June 28, 2022 directly to your CIF Section Office. Addresses of each section are listed on the back of the form. Please contact us if we can give you further information.

2022-2023 Designation of CIF Representatives to League

Please complete the form below for each school under your jurisdiction and **RETURN TO THE CIF SECTION OFFICE (ADDRESSES ON REVERSE SIDE) no later than June 28, 2022.**

_____ School District/Governing Board at its _____ meeting,
(Name of school district/governing board) (Date)

appointed the following individual(s) to serve for the 2022-2023 school year as the school's league representative:

PHOTOCOPY THIS FORM TO LIST ADDITIONAL SCHOOL REPRESENTATIVES

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

NAME OF SCHOOL _____

NAME OF REPRESENTATIVE _____ POSITION _____

ADDRESS _____ CITY _____ ZIP _____

PHONE _____ FAX _____ E-MAIL _____

If the designated representative is not available for a given league meeting, an alternate designee of the district governing board may be sent in his/her place. **NOTE:** League representatives from public schools and private schools must be designated representatives of the school's governing boards in order to be eligible to serve on the section and state governance bodies.

Superintendent's or Principal's Name _____ Signature _____

Address _____ City _____ Zip _____

Phone _____ FAX _____

**PLEASE RETURN THIS FORM DIRECTLY TO THE CIF SECTION OFFICE.
SEE FOLLOWING PAGE FOR CIF SECTION OFFICE CONTACT INFORMATION.**

CIF SECTION OFFICES

CIF CENTRAL SECTION

Ryan Tos, Commissioner
 P.O. Box 427
 Kingsburg, CA 93631
 Phone: (559) 781-7586
 Email: kellyjones@cifcs.org

CIF OAKLAND SECTION

Franky Navarro, Commissioner
 1000 Broadway, Ste. 150
 Oakland, CA 94607
 Phone: (510) 879-2846

CIF CENTRAL COAST SECTION

David Grissom, Commissioner
 333 Piercy Road
 San Jose, CA 95138
 Phone: (408) 224-2994
 Email: dgrissom@cifccs.org

CIF SAC-JOQUIN SECTION

Michael Garrison, Commissioner
 P.O. Box 289
 Lodi, CA 95241
 Phone: (209) 334-5900
 Email: kjohnson@cifsjs.org

CIF LOS ANGELES SECTION

Vicky Lagos, Commissioner
 10660 White Oak Avenue, Suite 216
 Granada Hills, CA 91344
 Phone: (818) 767-0800
 Email: vlagos@cif-la.org

CIF SAN DIEGO SECTION

Joe Heinz, Commissioner
 3470 College Avenue
 San Diego, CA 92115
 Phone: (858) 292-8165
 Email: scandia@cifsds.org

CIF NORTH COAST SECTION

Pat Cruickshank, Commissioner
 5 Crow Canyon Court, Suite 209
 San Ramon, CA 94583
 Phone: (925) 263-2110
 Email: slivingston@cifncs.org

CIF SAN FRANCISCO SECTION

Gail Barksdale, Commissioner
 555 Portola Drive, Bungalow 2
 San Francisco, CA 94131
 Phone: (415) 920-5185
 Fax: (415) 920-5189

CIF NORTHERN SECTION

Scott Johnson, Commissioner
 2241 St. George Lane, Suite 2
 Chico, CA 95926
 Phone: (530) 343-7285
 Email: sjohnson@cifns.org

CIF SOUTHERN SECTION

Rob Wigod, Commissioner
 10932 Pine Street
 Los Alamitos, CA 90720
 Phone: (562) 493-9500
 Email: sharonh@cifss.org

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

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

SUBJECT: Contract for Services with Third Watch Security and Investigations

DATE: May 5, 2022

PERSON(S) RESPONSIBLE: Lito M. Garcia, Principal, PGHS

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Third Watch Security and Investigations to provide security services for the 2022 Prom.

BACKGROUND:

We have not used their services before for the dances but they have provided services for other events, namely the days before graduation.

INFORMATION:

Security Services at PGHS Prom at Pasadera Country Club May 14, 2022 7:30 pm – 11:30 pm

FISCAL IMPACT:

No fiscal impact to the district. This will be paid from the Wells Fargo Associated Student Body bank account.

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

CONSULTANT FULL NAME 3rd Watch Security and Investigation

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

SITE/DEPARTMENT PGHS ASB

SUBMITTED BY Lito M.Garcia

ACCOUNT CODE Wells Fargo Associated Student Body account #8994873977/523

FUNDING SOURCE Junior Class - ASB

AGREEMENT TOTAL AMOUNT \$680.00

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made as of April 25, 2022 between the Pacific Grove Unified School District (“District”) and 3rd Watch Security and Investigations (“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 security guard. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Unarmed security guard from 7:30 pm – 11:30 pm on May 14, 2022 at the Pasadera Country Club for the 2022 Prom.
2. **Term.** Consultant shall commence providing services under this Agreement on May 14, 2022, and will diligently perform as required and complete performance by May 14, 2022.

3. **Compensation.** District agrees to pay 3rd Watch Security and Investigation to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$680.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

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

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

8. **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>Adam Sepagan</u>
435 Hillcrest Avenue	Address: <u>761 Lighthouse Avenue</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Pacific Grove, CA 93950</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>831-856-5252 or 831-210-7947</u>
Assistant Superintendent/CBO	Email: <u>asepagan@3rdwatchsecurity.org</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: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 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.*

- 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: 2022-23 Monterey Peninsula College (MPC) and Pacific Grove Unified School District (PGUSD) College and Career Access Pathways Partnership Agreement (CCAP)

DATE: May 5, 2022

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

RECOMMENDATION:

The Administration recommends that the Board approve the 2022-23 College and Career Access Pathways Partnership Agreement (CCAP) between Monterey Peninsula Community College District (MPCCD) and Pacific Grove Unified School District (PGUSD).

BACKGROUND:

The CCAP Agreement is an annual consent item. The CCAP was passed by MPC’s Board of Trustees on April 27, 2022.

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

The California College and Career Indicator (CCI) includes dual enrollment and CTE pathways within the eight factors for prepared high school graduates that are considered College and Career Ready.

INFORMATION:

Pacific Grove High School will be offering 11 dual enrolled CTE courses during the 2022-23 school year in our Culinary, Computer Science, and Photography pathways. These dual enrolled classes are semester long courses and will be free of charge to PGHS students and will earn them college and career readiness acknowledgement by the State. These dual enrollment opportunities will allow students to earn college credit without a high-stakes test.

FISCAL IMPACT:

Positive fiscal impact in the form of MPC Reimbursement of an estimated \$6,000 - \$12,000.

- 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: May 5, 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.

- 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 Pacific Grove USD Confidential Employees Agreement

DATE: May 5, 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 Confidential Employees.

BACKGROUND:

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

INFORMATION:

The agreement with the Confidential Employees is as follows:

- Effective July 1, 2021, a salary increase of 5.0% to the Confidential salary schedule for the 2021-2022 year
- Effective July 1, 2021, an increase of \$1,200 towards Health Benefits. This increase will bring the total district health benefit contribution from \$3,000 per year, (\$250/month) to \$4,200 per year (\$350/month).
- **Complete Care Program.** Beginning on July 1, 2022, Confidential group 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) on a 10-month basis, or two hundred thirteen dollars (\$213) on a 12-month basis. Confidential group 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. Beginning January 1, 2023, the District contribution shall drop to the 10-month or 12-

month amounts set out above. Note: the employee cannot have both the Complete Care contribution and the \$4,200 per year (\$350/month) contribution.

- **Sick Leave Incentive.** The District will pay out any accumulated sick leave incentive funds no later than July 31, 2022.

FISCAL IMPACT:

Total compensation cost for 5.00% in 2021-22 is estimated at \$35,589.

The increase of \$1,200 per year toward health & welfare is estimated at \$2,400.

Complete Care contribution will be reduced effective January 1, 2023

Sick Leave incentive's estimated cost is \$1,808.

Estimated Grand Total: \$39,797

Confidential Employees Group
Compensation Agreement
2021-2022

The Confidential Employees Group met on March 25, 2022, to discuss the following terms:

Effective retroactive to July 1, 2021, a salary increase of 5% to the Confidential Salary Schedule for the 2021-2022 year.

Effective retroactive to July 1, 2021, an increase of \$1,200 towards Health Benefits. This increase will bring the total district health benefit contribution from \$3,000 per year, (\$250/month) to \$4,200 per year (\$350/month).

Complete Care Program. Beginning on July 1, 2022, Confidential group 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) on a 10-month basis, or two hundred thirteen dollars (\$213) on a 12-month basis.

Confidential group 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. Beginning January 1, 2023, the District contribution shall drop to the 10-month or 12-month amounts set out above. Note: the employee cannot have both the Complete Care contribution and the \$4,200 per year (\$350/month) contribution.

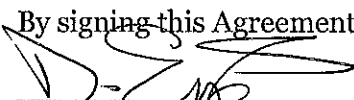
The District will pay the above amounts on behalf of enrolled Confidential group members, unless the actual cost of the benefits is less than the above stated amounts, in which case the District shall pay the full cost of the actual benefits.

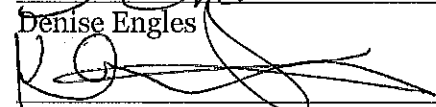
Sick Leave Incentive. The District will pay out any accumulated sick leave incentive funds no later than July 31, 2022.

This agreement is made with the understanding that if through negotiations for the 2021-2022 year, any other District Bargaining Unit comes in with a higher total compensation adjustment, the Confidential Group will be entitled to the same adjustment.

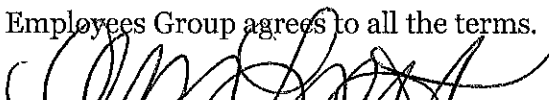
All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

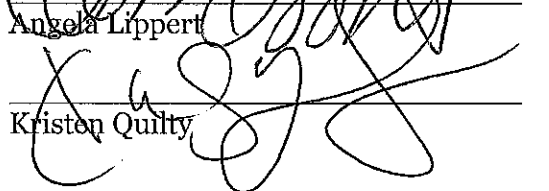
By signing this Agreement, the Confidential Employees Group agrees to all the terms.



Denise Engles


Kimberly Ortiz



Angela Lippert


Kristen Quilty

- 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 MCOE through the allocation of CalHOPE Social Emotional Learning (SEL) funding

DATE: May 5, 2022

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the services between MCOE through the allocation of CalHOPE Social and Emotional Learning to provide SEL support for students, families, and staff.

BACKGROUND:

This is a new service as a result of the pandemic.

INFORMATION:

MCOE will work closely with the middle school by creating a SEL Vision and Goals that align with the site’s LCAP and SEL plan, monthly collaboration support meetings, monthly invitations to School Climate Transformation Team Meetings and MCOE SEL Community of Practice meetings. Please see attached Service Contract for more details.

FISCAL IMPACT:

The total contract for the middle school will be for the 2022- 2024 school year. This is a new cost and the funding will be provided by MCOE not to exceed \$55,558.00.

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 MCOE through the allocation of CalHOPE for services rendered as specified below.

1. **Scope of Service:**

To provide: Social Emotional Learning (SEL) support for students, families, and staff.

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

To provide, learn, educate, and support our students, families, and staff using tools to help them with SEL. Please see the attached MCOE contract for more information.

3. **Length of the Contract:**

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

February 9, 2022 – June 30, 2024

4. **Financial Consideration:**

Consultant to be paid at the rate of:

\$ (\$ per hr/day/other): NTE amount of \$ 55, 557.00

For a month(hours/days/other):

School Funding Source: MCOE will fund the services depending on state allocations.

Account Code: [Click or tap here to enter text.](#)

Consultant (Please print): Monterey County Office of Education Attn: Tara Crampton

Address 901 Blanco Circle Salinas, CA 93901 Phone:831-755-0843

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

Ref: Contract for Services Criteria



MONTEREY COUNTY OFFICE OF EDUCATION

SERVICE CONTRACT

This contract is hereby entered into between the Monterey County Office of Education, hereinafter referred to as “MCOE” and Pacific Grove Middle School, PGUSD, hereafter referred to as “AGENCY”.

***REQUIRED if either box is checked**

- Out-Of- State Tax Withholdings
- If interacting with MCOE Students** a Certificate of Insurance and student language

PURPOSE

Through the allocation of CalHOPE Social Emotional Learning funding MCOE will work closely with the “agency” to deepen SEL supports for students, families and staff while implementing the Plan- Do- Study- Act Cycle.

EFFECTIVE DATE AND TERM

The period of this CONTRACT is from February 9th, 2022 through June 30th, 2024 at which time it will expire unless extended under a mutual agreement to amend the term of the CONTRACT.

SERVICES

Services Provided (select one)

X MCOE agrees to provide AGENCY the following services in satisfaction of the purpose of this CONTRACT.

MCOE will work closely with the “agency” to deepen SEL supports for students, families and staff. MCOE Technical Assistance steps will include:

- 1. Creation of an SEL Vision and Goals that align with the site’s LCAP and SPSA (SEL plan)*
- 2. An exchange of grant funds to the site to be used for resources, SEL programming/ curriculum, screeners, staff release time, and stipends*
- 3. Monthly collaboration support meetings where the continuous cycle of improvement will be implemented to evaluate plan fidelity and effectiveness*
- 4. Monthly invitations to our School Climate Transformation Team Meetings*
- 5. Invitations to our MCOE SEL Community of Practice Meetings*

AGENCY agrees to provide MCOE the following service in satisfaction of the purpose of this CONTRACT.

RESPONSIBILITIES

MCOE Responsibilities

- 1. MCOE will host monthly Technical Assistance SEL Collaboration meetings with the site.
- 2. MCOE will distribute CalHOPE funding to site, funding amounts are projected below, but dependant upon state allocation:
 February 9th, 2022 to June 30th, 2023= no more than \$33,334.00
 July 1st, 2023 to June 30th, 2024= no more than \$22,223.00

AGENCY Responsibilities

- 1. The site will collaborate with MCOE monthly around the SEL Plan and implementation.
- 2. A site representative will attend MCOE School Climate Transformation Team meetings when available.
- 3. A site representative will attend MCOE SEL Community of Practice (COP) meetings when available.
- 4. The site will complete any grant reporting, budget/ expenditure reports and surveys required by SCOE for the purpose of CalHOPE.

TERMINATION

In the event that either party fails to perform on a material term of this CONTRACT, either has the right to terminate the CONTRACT upon thirty (30) days written and retain all other rights and remedies available to it at law and equity. In such case, the party performing the service is entitled to reimbursement for the services rendered to the date of termination.

PAYMENT

X MCOE agrees to pay AGENCY for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed \$55,557.00. MCOE shall pay AGENCY upon receipt of an invoice and department approval.

MCOE Budget # 0401

AGENCY agrees to pay MCOE for services satisfactorily rendered pursuant to this CONTRACT a total fee not to exceed \$ _____. AGENCY shall pay MCOE upon completion of services and after receiving an invoice from MCOE net 60.

If a District, what Budget # _____

INDEMNIFICATION

Each Party agrees to indemnify and hold harmless the other from and against liabilities, actions, causes of action, damages and attorney's fees but only in proportion to and to the extent directly resulting from the negligent acts or omissions of the indemnifying Party, its agents and employees.

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INSURANCE

Upon request, each Party shall provide proof insurance to the other Party. Each party shall obtain, pay for and maintain in effect during the life of this CONTRACT a Commercial General Liability insurance policy that includes coverage for Premises Operations, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury; with a minimum combined single limit of not less than \$1,000,000 for Bodily injury and Property Damage (each occurrence) and a \$2,000,000 aggregate.

DISPUTE RESOLUTION

It is the expectation of the parties that each party will make a good faith attempt to resolve any and all controversies, claims, disagreements, or other disputes arising out of relating to this CONTRACT ("Dispute"). In the event of any Dispute, the disputing party shall give written notice of the Dispute to the other party, which written notice shall include a reasonably detailed description of the Dispute. The parties shall use good faith, reasonable, and diligent efforts to resolve the Dispute within ninety (90) days of delivery of the written notice. If the parties are unable to resolve the Dispute, the parties may pursue their legal rights through any other legally permissible means.

NON-DISCRIMINATION

The Parties agree that they will not engage in unlawful discrimination of persons because of race, color, religious creed, national origin, ancestry, physical disability, age, medical condition, marital status, sexual orientation, gender identity, genetic information, military status, or gender of such persons. All nondiscrimination rules and regulations required by law to be included in this CONTRACT are incorporated by this reference.

GOVERNING LAW

The terms and conditions of this CONTRACT shall be governed by the laws of the State of California, with venue in Monterey County, California.

COMPLIANCE WITH LAWS

The Parties shall, at their own cost and expense, comply with all local, state, and federal ordinances, regulations, and statutes now in force and which may hereafter be enacted that affect this CONTRACT.

ASSIGNMENT OF RIGHTS

Unless authorized in writing by both Parties, neither Party shall assign or transfer any rights or obligations covered by this CONTRACT. Any unauthorized assignment or transfer shall constitute grounds for termination by the other Party.

NOTICE

All notices or demands to be given under this CONTRACT by either party to the other shall be in writing and given either by: i) Personal service, or ii) U.S. Mail, mailed either by registered or certified mail, return receipt requested, with postage prepaid. Service shall be considered given when received if personally served or, if mailed, on the third (3rd) day after deposit in any U.S. Post Office. The address to which notices or demands may be given by either party may be changed by written notice given in accordance with the notice provisions of this section. As of the date of this CONTRACT the addresses of the parties are as follows:

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Monterey County Office of Education	Agency Name:
901 Blanco Circle	Address
Salinas, CA 93901	City, State Zip Code
Attn: Tara Crampton	Attn:
Phone: 831-755-0843	Phone:

SEVERABILITY

If any term, condition or provision of this CONTRACT 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.

AMENDMENT

This CONTRACT may only be altered, amended, or modified by written instrument executed by both Parties. The Parties agree to waive any right to claim, contest, or assert that this CONTRACT was modified, canceled, superseded, or altered by oral CONTRACT, course of conduct or waiver.

WAIVER OF DEFAULT

No delay or failure to require performance of any provision of this CONTRACT shall constitute a waiver of that provision as to that instance or any other instance. Any waiver must be in writing and shall only apply to that instance.

CONFLICT OF INTEREST

The AGENCY represents that it presently has no interest, which would conflict in any manner or degree with the performance of Services contemplated by this CONTRACT.

IN WITNESS WHEREOF, the Parties hereto have caused this CONTRACT to be executed.

Monterey County Office of Education Agency Name: _____ ACTION/DISCUSSION C

BY: _____ BY: _____
Authorized Signature Authorized Signature

PRINT NAME: Colleen Stanley, Ed. D PRINT NAME: _____ TITLE:

Chief Business Official TITLE: _____ 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 type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: “California Day of the Teacher” and “Teacher Appreciation Week”
Resolution No. 1091

DATE: May 5, 2022

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources, Dr. Ralph Gomez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board adopt Resolution No. 1091 proclaiming the first week of May 2, 2022 – May 6, 2022, as Teacher Appreciation Week and specifically Wednesday, May 11, 2022 as “California Day of the Teacher” (EC 37222.10)

BACKGROUND AND INFORMATION:

During the early 1970’s, The Association of Mexican-American Educators (AMAE) adopted the Mexican tradition of annually recognizing teachers and began organizing related events throughout the state. In 1985, AMAE sponsored legislation (incorporated in Education Code Section 37222.10) to establish the Day of the Teacher to be observed each year on the second Wednesday in May.

Teachers play an important role in our society fulfilling the responsibility to educate all children. The State of California has declared the second Wednesday in May as “California Day of the Teacher.” Therefore, we recognize our teachers with a resolution proclaiming May 2, 2022 through May 6, 2022 as Teacher Appreciation Week whereby citizens confirm and support parent teacher partnerships and specifically May 11, 2022 as “California Day of the Teacher.”

FISCAL IMPACT:

None

Pacific Grove Unified School District
Board of Education

Resolution Number 1091 Proclaiming

“CALIFORNIA DAY OF THE TEACHER” and
“TEACHER APPRECIATION WEEK”

WHEREAS, teachers personify our society’s belief that universal public education is key to meeting the challenges of a changing world and the influence of a good teacher continues long after school days are only memories; and

WHEREAS, teachers demonstrate and share their love of learning in the classroom every day and fill many roles: as listeners, explorers, role models, motivators, and mentors; and, by doing so, are partners with parents and the community in inspiring students’ dreams and laying the foundation for them to be good citizens; and

WHEREAS, teachers strive to make every classroom an exciting environment where productive and useful learning can take place and each student is encouraged to grow and develop and where teachers reach out to foster the well-being of each student, regardless of ability, social or economic background, race, or ethnic origin or religion; and

WHEREAS, the Board does applaud the unique and highly specialized skills and dedication required to meet the varied needs of the young people served by the District’s instructional programs and recognize that the quality of all student’s educational experiences depends significantly and vitally upon the quality of their teachers who are entrusted with fulfilling the mission of education to prepare our students for the future; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Pacific Grove Unified School District that Resolution 1091 be adopted to observe May 2, 2022 through May 6, 2022 as Teacher Appreciation Week and specifically May 11, 2022 as the “CALIFORNIA DAY OF THE TEACHER” by taking time to remember and salute the teachers who mold and educate our children, impact and enrich our lives, and thereby, are critical to the constant transformation of our society.

Passed and Adopted on the Fifth Day of May, 2022

Cristy Dawson, President

Brian Swanson, Vice President

John Paff, Board Member

Carolyn Swanson, Board Member

Frank Rivera, Clerk

Ralph Gomez Porras, Superintendent

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

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

SUBJECT: Board Calendar/Future Meetings

DATE: May 5, 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 January-June 2022

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

<p>Thursday June 16</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ 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 	<p>District Office</p>
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

Board Meeting Calendar August-December 2022

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

- | | |
|---|---|
| <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 type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Master Measure D Projects Plan Update and Proposed Summer/Fall Project Schedule

DATE: May 5, 2022

PERSON(S) RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services
C. John Dominguez, Interim Director of Maintenance & Operations

RECOMMENDATION:

The District Administration is presenting an update on the Master Measure D Projects Plan and proposed Summer & Fall project schedule.

BACKGROUND:

The Pacific Grove community (67.91%) voted “yes” and passed the Measure D maintenance bond on March 3, 2020. Measure D will provide PGUSD with \$30 million to repair aging facilities and infrastructure. Measure D is broken up into four disbursements titled Series A, B, C, and D. Series A bonds was sold in April 2021 and to be spent over two years until Series B funds become available in the Spring of 2023.

Measure D will provide district-wide improvements to address identified and ongoing facility needs based on facility assessments and community input. The project plan consists of projects that were identified by staff as “priority” maintenance needs. Projects were assessed by the Facilities Department and given a priority.

INFORMATION:

Staff is presenting an update of the Master Measure D Project list. The list is comprehensive which covers the following:

- Series A issuance : \$5,984,730
 - Year 1 projects with a total budget of \$3,146,250; status of the projects are included in the update
 - Year 1 & 2 projects with a total budget of \$1,095,480; status of the projects are included in the update
 - Year 2 projects with a total budget of \$1,743,000 status of the projects are included in the update

Series B, C, and D are to be determined in the future.

Given the current market of shortage of materials and labor, some of the projects could be delayed as a result, and cost escalations are possible. Staff is working to secure the necessary proposals to meet the Summer construction schedules.

FISCAL IMPACT:

As reported under Budget.

Master Measure D Projects Plan – Update as of May 5, 2022			
Series A	Budget	Actuals – To Be Completed	Status
	\$5,984,730		
Year 1	\$3,146,250		
Middle School	\$240,000.00		
Exterior Painting & Dry Rot Repair	\$140,000.00		Out to bid – due May 13
PAC Stage and Production Improvements	\$100,000.00		May 19 to Board
High School	\$1,665,000.00		
Foods Classroom	\$100,000.00		Completed
Intercom & Bell System	\$115,000.00		Completed
K&L Dry Rot & Termite Damage	\$500,000.00		Completed
Pool Heater Replacement	\$100,000.00		Completed
Stadium Field Replacement	\$550,000.00		Completed
Track Replacement	\$300,000.00		Completed
Forest Grove	\$86,250.00		
Intercom & Bell System	\$86,250.00		Completed
FMO	\$355,000.00		
Maintenance Vans/Trucks/Trailers	\$200,000.00		Ordered but not delivered due to inventory
Replace Grounds Mowers	\$105,000.00		Purchased one & one pending
Warehouse and Shop Equipment Replacement	\$50,000.00		On order
All Sites	\$800,000.00		
HVAC COVID Replacement or Modifications	\$800,000.00		Ongoing
Series A - Year 1 & 2	\$1,095,480.00		
District Office	\$100,000.00		
Bond Admin Assistant	\$100,000.00		Completed
Bond Fees	\$220,000.00		
Bond Fees	\$220,000.00		Completed
All Sites	\$775,480.00		
Emergency Repair Contingency	\$150,000.00		Ongoing
Re-Key & Replace Hardware	\$500,480.00		Board approved – Summer project
Technology Infrastructure & Wiring	\$50,000.00		Pending
In-House Maintenance Projects	\$75,000.00		Ongoing

<u>Measure D Projects Plan</u>			
Series A - Year 2	Budget \$1,743,000.00	Actuals – To Be Completed	Status
Robert Down	\$315,000.00		
Exterior Painting & Dry Rot Repair	\$135,000.00		Out to bid May 13
Playground Structures	\$100,000.00		Board approved – Summer project
VCT Flooring Replacement	\$80,000.00		Pending
Middle School	\$110,000.00		
Replace Phone System	\$50,000.00		Completed
Woodshop Roofing	\$60,000.00		Pending
High School	\$100,000.00		
Replace Phone System	\$100,000.00		Completed
Forest Grove	\$10,000.00		
Rain Gutters K-Wing	\$10,000.00		Pending
David Ave	\$1,113,000.00		
Driveway Improvements	\$110,000.00		Out to bid; job walk
Playground Structures	\$150,000.00		Pending
Replace Phone System	\$5,000.00		Completed
Roofing & Gutters	\$530,000.00		Out to bid
Sewer Line Replacement	\$230,000.00		Partial completion
Exterior Painting and Dry Rot Repair	\$88,000.00		Out to bid
Adult School	\$95,000.00		
Replace Phone System	\$20,000.00		Completed
Sewer Line Repair	\$75,000.00		Pending – meeting with contractor

<u>Measure D Projects Plan</u>			
2023 to 2025	\$5,871,750.00		
Series B	\$5,871,750.00		
Robert Down	\$523,450.00		
HVAC	\$281,750.00		
Intercom & Bell System	\$75,000.00		
Slurry Seal & Stripe	\$66,700.00		
Ottertorium Improvements	\$100,000.00		
Middle School	\$300,000.00		
Flooring	\$300,000.00		
High School	\$3,962,000.00		
Exterior Painting	\$264,500.00		
JV & Varsity Backstop & Bleachers	\$172,500.00		
O-Wing Portables	\$1,625,000.00		
Roofing & Gutters	\$1,750,000.00		
Electrical Room Ground Water Sealing	\$75,000.00		
Library Basement Ground Water Sealing	\$75,000.00		
Forest Grove	\$338,950.00		
Exterior Painting	\$201,250.00		
Playground Slurry Seal & Stripe	\$112,700.00		
Playground Structures	\$25,000.00		
District Office	\$146,000.00		
Bond Admin Assistant	\$100,000.00		
Exterior Painting	\$46,000.00		
David Ave	\$56,350.00		
Playground Slurry Seal & Stripe	\$56,350.00		
Bond Fees	\$220,000.00		
Bond Fees	\$220,000.00		
All Sites	\$325,000.00		
Emergency Repair Contingency	\$150,000.00		
Technology Infrastructure & Wiring	\$50,000.00		
In-House Maintenance Projects	\$75,000.00		
Student Restroom Partition Repairs	\$50,000.00		

<u>Measure D</u> <u>Projects Plan</u>			
2025 to 2027	\$7,315,850.00		
Series C	\$7,315,850.00		
Robert Down	\$3,016,000.00		
1st Grade Portable Replacment	\$2,300,000.00		
Irrigation & Vegetation Replacement (Phase 1)	\$10,000.00		
Playground Structures	\$200,000.00		
Roof & Gutters	\$506,000.00		
Middle School	\$1,167,300.00		
HVAC	\$290,950.00		
Intercom & Bell System	\$115,000.00		
Irrigation & Vegetation Replacement (Phase 1)	\$15,000.00		
Roof & Gutters	\$649,750.00		
Slurry Seal & Stripe	\$96,600.00		
High School	\$908,250.00		
Exterior Painting	\$264,500.00		
HVAC	\$373,750.00		
Irrigation & Vegetation Replacement (Phase 1)	\$20,000.00		
Slurry Seal & Stripe	\$250,000.00		
Forest Grove	\$992,500.00		
HVAC	\$253,000.00		
Irrigation & Vegetation Replacement (Phase 1)	\$15,000.00		
Roof & Gutters	\$724,500.00		
District Office	\$105,000.00		
Bond Admin Assistant	\$100,000.00		
Irrigation & Vegetation Replacement (Phase 1)	\$5,000.00		
David Ave	\$110,450.00		
Exterior Painting	\$95,450.00		
Irrigation & Vegetation Replacement (Phase 1)	\$15,000.00		
Bond Fees	\$220,000.00		
Bond Fees	\$220,000.00		
All Sites	\$275,000.00		
Emergency Repair Contingency	\$150,000.00		
Technology Infrastructure & Wiring	\$50,000.00		
In-House Maintenance Projects	\$75,000.00		
Adult School	\$521,350.00		
HVAC	\$102,350.00		
Irrigation & Vegetation Replacement (Phase 1)	\$5,000.00		
Roof & Gutters	\$414,000.00		

<u>Measure D Projects Plan</u>			
2027 to 2030		\$7,282,100.00	
Series D		\$7,282,100.00	
Robert Down		\$500,500.00	
Classroom Flooring		\$293,250.00	
Exterior Painting		\$132,250.00	
Irrigation & Vegetation Replacement (Phase 2)			
Basement Ground Water Sealing		\$75,000.00	
Middle School		\$499,500.00	
Exterior Painting		\$149,500.00	
Irrigation & Vegetation Replacement (Phase 2)			
Elevators		\$350,000.00	
Science Rooms			
Woodshop			
High School		\$1,449,000.00	
Classroom Flooring		\$471,500.00	
Irrigation & Vegetation Replacement (Phase 2)			
Stadium Field Replacement		\$632,500.00	
Track Replacement		\$345,000.00	
Science Rooms			
Woodshop			
Forest Grove		\$2,900,250.00	
Classroom Flooring		\$299,000.00	
E-Wing Portable Replacement		\$2,300,000.00	
Exterior Painting		\$201,250.00	
Irrigation & Vegetation Replacement (Phase 2)			
Kindergarten Playground Structure		\$100,000.00	
Food Service		\$150,000.00	
Equipment Replacement		\$150,000.00	
District Office		\$230,000.00	
Bond Admin Assistant		\$100,000.00	
Irrigation & Vegetation Replacement (Phase 2)			
Replace Grounds Trucks		\$80,000.00	
Replace John Deere Tractor		\$50,000.00	
David Ave		\$116,150.00	
HVAC		\$116,150.00	
Irrigation & Vegetation Replacement (Phase 2)			
Bond Fees		\$220,000.00	
Bond Fees		\$220,000.00	

All Sites	\$275,000.00		
Emergency Repair Contingency	\$150,000.00		
Safety Blind Replacement			
Technology Infrastructure & Wiring	\$50,000.00		
In-House Maintenance Projects	\$75,000.00		
ADA Improvements			

Measure D Projects Plan

Electrical Infrastructure Improvements	
Adult School	\$941,700.00
Exterior Painting	\$140,300.00
Irrigation & Vegetation Replacement (Phase 2)	\$45,000.00
Repave & Stripe	\$156,400.00
Flooring	\$200,000.00
Window Replacement	\$350,000.00
Pine Ave Co-Op Playground	\$50,000.00
Grand Total	\$26,454,430.00

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|---|--|
| <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: May 5, 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 May 5, 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
- Added March 17, 2022: Board Self Evaluation
- Added March 17, 2022: Measure D Update
- Added April 21, 2022: Review/Update on SRO Program and its effectiveness
- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process
- Added April 21, 2022: April 2023 ask Mission Trails JPA to present and educate the Board