

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

Trustees

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

DATE: Thursday, January 20, 2022

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

LOCATION: IN PERSON
Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

VIRTUAL MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/87020478557?pwd=SHIBTkx2NTM0YS9ONTdVNVM1M3B1Zz09>

Meeting ID: 870 2047 8557

Passcode: 118704

One tap mobile

+16699006833,,87020478557#,,,,*118704# US (San Jose)

+13462487799,,87020478557#,,,,*118704# US (Houston)

Dial by your location

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

+1 253 215 8782 US (Tacoma)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

Meeting ID: 870 2047 8557

Passcode: 118704

Find your local number: <https://pgusd.zoom.us/u/kcxCaYizxl>

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

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

II. CLOSED SESSION

- A. Identify Closed Session Topics
The Board of Education will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Education and Government Code.
 - 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 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. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
- B. Public comment on Closed Session Topics
- C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

- A. Report action taken in Closed Session:
 - 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [Government Code § 3549.1 (d)]
 - 2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 [Government Code § 3549.1 (d)]
 - 3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
- B. Pledge of Allegiance

IV. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

V. **INDIVIDUALS DESIRING TO ADDRESS THE BOARD**

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

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 December 16, 2021 Board Meeting 7
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #10 16
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #10.
- C. Classified Assignment Order #10 18
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #10.
- D. Contract for Services with Purpose Driven Investments, LLC 20
Recommendation: (Lito García, Principal PGHS) The District Administration recommends the Board review and approve the Contract for Services with Purpose Driven Investments, LLC (a motivational speaker for students).
- E. Warrant Schedules 638 and 639 32
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.

Move: _____ Second: _____ Vote: _____

- VII. **PUBLIC HEARING: Presentation On the Process to Create Trustee Areas and Public Hearing Regarding the Content of Trustee Area Maps** 36
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board hold a public hearing to receive community input regarding the content of the draft trustee area maps.

VIII. ACTION/DISCUSSION

- A. District Update on Response to COVID-19 58
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

Move: _____ Second: _____ Vote: _____

- B. Resolution 1082 Authorizing the Use of Remote Teleconferencing Provisions (AB361) 59
Recommendation: (Ralph Gómez Porras, Superintendent) At Board request, the administration recommends that the Board adopt Resolution to allow for the Board to continue conducting remote virtual meetings during a state of emergency without the need to comply with all Brown Act’s teleconferencing prerequisites, provided certain requirements are met.

Move: _____ Second: _____ Vote: _____

Trustees: Dawson __ Rivera __ Paff __ B. Swanson __ C. Swanson __

- C. Board Agenda Formats Revision Options 1 62
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board approve Option 1 for placement of public comment on the Board Agenda as noted.

Move: _____ Second: _____ Vote: _____

- D. Contract for Services to AMS for Switch and Power Supply Installation districtwide 66
Recommendation: (Matt Kelly, Director of Facilities & Transportation) The District Administration recommends the Board review and approve contract for service to AMS.Net to install switches District-wide.

Move: _____ Second: _____ Vote: _____

- E. Contract for services to Park Planet for Robert Down Playground 86
Recommendation: (Matt Kelly, Director of Facilities & Transportation) The District Administration recommends that the Board review and approve the contract for Park Planet to replace a playground at Robert Down Elementary.

Move: _____ Second: _____ Vote: _____

- F. Non-Contact Boxing Physical Education Unit 94
Recommendation: (Sean Roach, Principal, PGMS) The District Administration recommends the Board review and approve contracted services with Boxing Strong for the 2021-2022 school year.

Move: _____ Second: _____ Vote: _____

- G. School Accountability Report Cards 183
Recommendation: (Ani Silva, Director Curriculum and Special Projects) The District Administration recommends that the Board review and approve the 2020-2021 School Accountability Report Cards. SARC Reports reflect the previous school year’s data.

Move: _____ Second: _____ Vote: _____

- H. Board Calendar/Future Meetings 184
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Vote: _____

VIX. INFORMATION/DISCUSSION

- A. Review of July through November Property Tax Revenues And Overall Tax Projections for 2021-22 And Preliminary projections for 2022-23 187
Recommendation: (Song Chin-Bendib, Assistant Superintendent) Administration recommends that the Board review the year-to-date receipts of Property Tax Revenue, overall tax projections for 2021-22, and preliminary projections for 2022-23.

Board Direction: _____

- B. Review of District Enrollment Projections for 2022-23 191
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review the attached Enrollment projections for 2022-23.

Board Direction: _____

- B. California Prekindergarten Planning and Implementation Grant Program 191
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review the California Prekindergarten Planning and Implementation Grant or Universal Prekindergarten Implementation (UPK) Program.

Board Direction: _____

- C. Review of the Governor's Budget Proposal for 2022-23 212
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review the information provided regarding Governor Newsom's Budget Proposal for 2022-23.

Board Direction: _____

- D. Health course at Pacific Grove High School 223
Recommendation: (Lito M. García, Principal Pacific Grove High School) The District Administration recommends the Board review and discuss the current health offering at PGHS.

Board Direction: _____

- E. PGUSD Board Regulation 5121 - Withdrawal from Classes 224
Recommendation: (Lito M. García, Principal Pacific Grove High School) The District Administration recommends the Board review and provides direction to the administration regarding PGUSD Regulation 5121 *Withdrawal from Classes*.

Board Direction: _____

- E. Future Agenda Items 225
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 review of the drop schedule (Policy)
- Added November 18, 2021: A Board member requested a review of the health requirement status of health class
- Added November 18, 2021: A Board member requested a Board committee CSBA workshop
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added November 18, 2021: A Board member requested a Diversity equity committee
- Added November 18, 2021: A Board member requested an update regarding Monterey Peninsula College collaboration

Board Direction: _____

X. ADJOURNMENT

Next regular Board meeting: February 10, 2022

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Annual Organizational and Regular Meeting of December 16, 2021 – District Office/Virtual

I. OPENED BUSINESS

- A. Called to Order 5:04 p.m.

- B. Roll Call

	President:	Trustee Paff
	Clerk:	Trustee Brian Swanson
	Trustees Present:	Trustee Dawson
		Trustee Rivera
		Trustee Carolyn Swanson
Administration Present:		Superintendent Porras
		Asst. Superintendent Chin-Bendib
Board Recorder:		Mandi Ackerman
Student Board Member:		Gabriella Gaona

C. Adopted Agenda

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

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the 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. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 5:06 p.m.

III. RECONVENED IN OPEN SESSION 6:48 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 [Government Code § 3549.1 (d)]

The Board received information on this item.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 [Government Code § 3549.1 (d)]

The Board received information on this item.

3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

The Board discussed this item.

B. Pledge of Allegiance

Led By: Adult School Program Coordinator
Eric Saavedra

IV. ANNUAL ORGANIZATIONAL MEETING

As required by Education Code Section 35143

A. Election of President to Serve for One-Year Period

MOTION Paff to nominate Trustee Cristy Dawson as President.

Public comment: none

Motion CARRIED 5 – 0

B. Election of Vice-President/Clerk to Serve for One-Year Period

MOTION Brian Swanson to nominate Trustee Frank Rivera as Vice President/Clerk.

Public comment: none

Motion CARRIED 5 – 0

Superintendent Porras and Trustees acknowledged Trustee Paff as past President, noting his leadership and knowledge.

C. Determination of Dates, Time and Location of Regular Meetings

Public comment:

Jung Hwa asked for more parent-friendly times, such as on the weekends, noted it was important that the public be allowed time for public comment access.

MOTION Rivera/Carolyn Swanson to continue the first and third Thursdays of each month for regularly scheduled Board meetings, to begin open session at 6:30 p.m.

Motion CARRIED 5 – 0

D. Approval of Resolution No. 1081 Designating Authorized Agents to Sign School Orders

MOTION Paff/Rivera to approve Resolution No. 1081 Designating Authorized Agents to Sign School Orders.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

E. Designation of Committee Representatives

Monterey County School Board Executive Committee Liaison Trustee Dawson

MOTION Brian Swanson/Carolyn Swanson to nominate Trustee Dawson as Monterey County School Board Executive Committee Liaison.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

V. **COMMUNICATIONS**

A. Written Communication

Written communication includes health and safety effects; white supremacy; inaccuracies of the Pacific Grove Middle School music program; SAT and ACT District offerings; crossing guard; anti-vaccination information concerns; new Board member outside the District.

B. Board Member Comments

Pacific Grove High School Student Representative Gaona provided an update on the events at Pacific Grove High School including finals week, holiday spirit week and the D.C. Close Up trip.

Trustee Brian Swanson noted the Pacific Grove Middle School music concert.

Trustee Carolyn Swanson asked the Board to consider a safety debrief after emergency events at the school sites; attended the California School Board Association conference virtually; attended Spreckles Board meeting noting it was contentious, spoke about PGUSD acknowledging LGBTQ+, asked staff to keep an extra eye on students during this time.

Trustee Paff spoke about the choir concerts and the California School Board Association conference.

Trustee Rivera spoke about the California School Board Association conference; shared a story about the impact of teachers making a difference; thanked the faculty and staff; spoke about the vaccine clinic at Robert Down Elementary School; noted the robotics club is amazing.

Trustee Dawson said she was delighted to have the entire Board back in person.

Trustees acknowledged Executive Assistant Mandi Ackerman before her leave of absence.

C. Superintendent Report

Superintendent Porras wished all staff a blessed break; acknowledged Executive Assistant Mandi Ackerman before her leave of absence.

D. PGUSD Staff Comments (Non Agenda Items)

Forest Grove Elementary School Principal Buck Roggeman acknowledged music teacher Mr. Masar and the incredible holiday program.

Pacific Grove Middle School Principal Sean Roach acknowledged music teacher Mr. Masar, said he is wonderful for the students; acknowledged the retirees at the school site, wishing them all the best.

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Jung Hwa spoke about an agenda item; spoke about council meetings and site meetings being available to attend virtually; noted she would be happy to continue representing the District with SELPA.

Tom Moore of Monterey Peninsula Soccer League shared that the fundraising efforts had raised \$3,195 for the boys soccer team and \$3,195 for the girls soccer team; noted in all the league has raised over \$100,000 in donations for the soccer teams.

Beth Shammas spoke about consent expulsion minutes, said she was concerned and asked why the expulsions are happening, said very little information is being provided, said the public is being locked out and unable to help, and said it feels like the District is trying to hide information about what is happening.

VII. CONSENT AGENDA

- A. Minutes of November 18, 2021 Board Meeting
- B. Minutes of December 13, 2021 Special Board Meeting
- C. Minutes of December 15, 2021 Special Board Meeting
- D. Certificated Assignment Order #9
- E. Classified Assignment Order #9
- F. Acceptance of Donations
- G. Out of County or Overnight Activities
- H. Cash Receipts Report No. 4
- I. Revolving Cash Report No. 1
- J. Quarterly Report on Williams Uniform Complaints
- K. Ratification of Agreement to Participate in the California Department of Public Health (CDPH) Pooled Testing
- L. Contract for Services with Fernando Sanchez dba Sanchez Landscaping
- M. T-Mobile for Education: COVID-19 Agreement (Hotspot)- Updated
- N. Contract for Services with iHeart Radio
- O. Pacific Grove High School Course Catalog for the 2022-23 School Year
- P. Ratification of Contract for Services with Monterey DJ
- Q. Ratification-Parent Mileage Reimbursement
- R. Contract for Services with Mary Lee Sunseri at Pacific Grove Adult School
- S. Contract for Services to Conklin Bros for District Office Hallway Carpeting

Item S was pulled and moved to Action/Discussion A.

Public comment:

Beth Shammass spoke about item L, asked why the person is donating \$10,000, asked why the balance of the funds needed are not coming from Measure D, spoke about infrastructure, and donations.

**MOTION Brian Swanson/Paff to approve consent agenda as presented, A-R.
Motion CARRIED by roll call vote 5 – 0**

ACTION/DICUSSION ITEM A

- A. Consent Item S. Contract for Services to Conklin Bros for District Office Hallway Carpeting
A Trustee asked questions regarding prioritizing projects. Director of Facilities and Transportation Matt Kelly addressed questions.

MOTION Brian Swanson/Paff to approve Contract for Services to Conklin Bros for District Office Hallway Carpeting.

Public comment: none

Motion CARRIED by roll call vote 4 – 1

Trustee Carolyn Swanson voted against this item

VIII. PUBLIC HEARING I/ ACTION/DICUSSION ITEM A

- A. Public Hearing of California School Employees Association Sunshine List for 2021-22

Open Public Hearing 7:45 a.m. Close Public Hearing 7:47 a.m.

Public comment: none

- B. Approval of California School Employees Association Sunshine List, 2021-22

MOTION Rivera/Paff to approve the California School Employees Association Sunshine List, 2021-22.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

IX. PUBLIC HEARING II/ ACTION/DICUSSION ITEM B

- B. Public Hearing of Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2021-22

Open Public Hearing 7:48 a.m. Close Public Hearing 7:50 a.m.

Public comment: none

C. Approval of Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2021-22

MOTION Rivera/Brian Swanson to approve the Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2021-22.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

X. **ACTION/DISCUSSION**

D. District Update on Response to COVID-19

Superintendent Porras noted the District dashboard page on the website is updated and as of today the District has two active cases; noted the county mask mandate; provided clinic update, noted notifications of clinics (vaccine and testing) are being communicated to families and staff often; provided on the first round of pooled testing, noted the disappointing participation, said many families have opted out; said the middle and high schools will have pooled testing at the return of winter break.

No action taken.

E. Educator Effectiveness Block Grant Plan 2021-2026

Dr. Larry Haggquist answered questions by a Trustee. The Board noted this item was discussed at the Special Board meeting on Monday, December 13, 2021.

MOTION Rivera/Carolyn Swanson to approve the Educator Effectiveness Block Grant Plan 2021-2026.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

F. Approval of the 2021-2022 First Interim Report

Assistant Superintendent Chin-Bendib presented information to the Board.

Public comment:

Beth Shammas spoke about the amount in reserve, noted 15.2% is good, suggested the Board have a Trustee attend negotiations, said it is valuable to hear what employees are thinking.

Shannon McCarty thanked Beth Shammas for her comments, noted there is a lot of money in reserve and from the state; said the cost of living has gone up, medical insurance and health benefits; noted 85% of teachers support the negotiators; noted this is a serious topic for teachers and the teachers expect the District to bring back an offer that reflects what teachers are worth.

MOTION Rivera/Carolyn Swanson to approve the 2021-2022 First Interim Report.

Motion CARRIED 5 – 0

G. Approval of Resolution #1080 Authorizing State Preschool Contract

Adult School Principal Barbara Martinez presented information to the Board. The Board asked questions and discussed this item.

MOTION Dawson/Carolyn Swanson to approve the Resolution #1080 Authorizing State Preschool Contract.

Public comment: none

Motion CARRIED 5 – 0

H. Contract for Services to Anixter Inc (a WESCO Company) for Districtwide Re-Key and Leverset Replacement

Director of Facilities and Transportation Matt Kelly presented information to the Board. The Board asked questions and discussed this item.

MOTION Rivera/Paff to approve the Contract for Services to Anixter Inc (a WESCO Company) for Districtwide Re-Key and Leverset Replacement.

Public comment: none

Motion CARRIED 5 – 0

I. Contract for Services to Park Planet for Pacific Grove High School Baseball Bleachers

Director of Facilities and Transportation Matt Kelly presented information to the Board.

MOTION Dawson/Paff to approve the Contract for Services to Park Planet for Pacific Grove High School Baseball Bleachers.

Public comment: none

Motion CARRIED 5 – 0

J. Project Development Agreement with ENGIE for Solar Assessment and Recommendations

Director of Facilities and Transportation Matt Kelly introduced Emily Douglas from ENGIE to address questions by the Board.

MOTION Rivera/Carolyn Swanson to approve the Project Development Agreement with ENGIE for Solar Assessment and Recommendations.

Public comment: none

Motion CARRIED 5 – 0

K. Contract for Services with Pedroso Consulting

Adult School Principal Barbara Martinez presented information to the Board.

MOTION Dawson/Paff to approve the Contract for Services with Pedroso Consulting.

Public comment: none

Motion CARRIED 5 – 0

L. New Job Description, Robotics Coach

Human Resources Director II Billie Mankey presented information to the Board.

Public comment:

Sally Richmond, Break Bots Advisor, said the donations came from the team and requested the District fund the program going forward.

Beth Shammas said this job description is a first reading and asked why these job descriptions are not under Information/Discussion, said they are interesting to negotiations and that CSEA and PGTA may have something to say.

Larry Haggquist recognized Sally Richmond for her hard work.

MOTION Brian Swanson/Rivera to approve the New Job Description, Robotics Coach.

Motion CARRIED by roll call vote 5 – 0

M. New Job Description, Licensed Mental Health Therapist

Human Resources Director II Billie Mankey presented information to the Board.

Public comment:

Molly Daniels recommended an emphasis on bilingual providers for targeted student populations, able to work with the students, cautioned the District not to recruit in schools’ social networks, recommended the District reach out to the greater community, find representation in the community by people who need representation.

MOTION Rivera/Dawson to approve the New Job Description, Licensed Mental Health Therapist.

Motion CARRIED by roll call vote 5 – 0

N. Revised Job Description for Information Technology Technician

Human Resources Director II Billie Mankey presented information to the Board.

Director of Educational Technology Matthew Binder and Interim Director of Technology Systems Raymond DeVost addressed questions and concerns by the Board.

MOTION Dawson/Rivera to approve the Revised Job Description for Information Technology Technician.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

O. Updates To Board Policy 0410 Nondiscrimination In District Programs And Activities And Board Policy and Regulation 4030 Non Discrimination In Employment

Public comment:

Molly Daniels said it is a privilege to read any document from the District in English, that this is an urgent matter for Spanish speakers to be able to read documents from the District.

**MOTION Brian Swanson/Paff to approve the Updates To Board Policy 0410 Nondiscrimination In District Programs And Activities And Board Policy and Regulation 4030 Non Discrimination In Employment.
Motion CARRIED by roll call vote 5 – 0**

**MOTION Brian Swanson/Carolyn Swanson to extend the meeting until 10:45 p.m.
Public comment: none
Motion CARRIED 5 – 0**

O. Board Discussion of AB 361

Superintendent Porras presented information to the Board. The Board discussed this item and directed Administration to draft a copy of the resolution to have available when needed.

No action taken.

P. Board Calendar/Future Meetings

No action taken.

XI. INFORMATION/DISCUSSION

A. Review of Sample Board Agenda Formats – Options for Public Comment

The Board discussed this item, preferred option #1, directed Administration to edit option #1.

Public comment:

Beth Shammias said public comment should always be on consent, during the adoption of the agenda, the more public comment the better; advocated for two meetings a month.

B. Review of Legal Fees for July through October, 2021

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

C. Future Agenda Items

Added items include:

- District translation services
- Information Technology Department review
- Agenda formats return
- Advertising positions
- Policy update for vendors to add the District as additional insured

XII. ADJOURNED

10:43 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- | | |
|---|---|
| <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 #10

DATE: January 20, 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 #10

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. 10
 January 20, 2022**

ADDITIONAL ASSIGNMENT:

Framework For Distance Learning Committee, paid per time sheet at the PGTA hourly instructional rate, November 10, 2021:

Jessica Grogan, PGHS
 Larry Haggquist, PGHS
 Natasha Pignatelli, PGHS

Janet Light, PGAS, Hi Set Coordinator Training, hourly, paid per time sheet, Column D, Step 13, effective November 16, 2021

Larry Haggquist, Peer Assistance and Review (PAR) Mentor, annual stipend \$3,000 (paid at \$1,500 per semester) effective 2021-22 school year

Distance Learning Support through North Monterey County School District, paid per time sheet at the PGTA hourly instructional rate, not to exceed 5 hours per week according to the 2021-22 PGTA MOU language:

Rebecca Boston
 Molly Kriva

2021-2022 PGHS Stipend			
Employee	<u>Assignment</u>	<u>Funding</u>	<u>Amount</u>
Brandon Rosa	Assistant Wrestling Coach	GF/Athletics	\$2,684

SUBSTITUTES:

Adrienne Gabrio

- | | |
|---|---|
| <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 #10

DATE: January 20, 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 #10

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. 10
 January 20, 2022**

NEW HIRE:

Louis Algaze, Technology Systems Director, full-time, Management Step 6, 222- day work calendar, effective January 24, 2022 (replaces Jonathan Mejia)

TEMPORARY ADDITIONAL ASSIGNMENT:

Carolyn Wade, RDE, Instructional Assistant, Afterschool Intervention Program, temporary, 1 hour/day, paid per timesheet at the employee current hourly rate, ending May 27 2022 (ELO funding)

Eddie Overstreet, RDE, Custodial, Vaccination Clinic Assistance, temporary paid per timesheet at the employee current hourly rate including overtime and effective December 8, 2021 only (ESSER III funding)

Rachel Croft, RDE, Crossing Guard, Vaccination Clinic Assistance, temporary paid per timesheet at the employee current hourly rate effective December 8, 2021 only (ESSER III funding)

Nargess Akhavi, RDE, Noon duty and Gate duty, temporary, each at 1 hour/day, paid per timesheet at the employee current hourly rate, ending May 27, 2022 (ELO funding)

Norma Barakat, RDE, Gate duty and Instructional Assistant Afterschool Intervention Program, temporary, each at 1 hour/day, paid per timesheet at the employee current hourly rate, ending May 27, 2022 (ELO funding)

Yuri Dorantes, FGE, Paraeducator, additional a.m. duty, 30 minutes, two days per week, paid per timesheet at the employee currently hourly rate, ending May 27, 2022

RECLASSIFICATION:

Carey Parker, FGE, reclassification from Computer Lab Tech II, Range 33, Step G to IT Technician, Range 35, Step G, 10-month work calendar, effective January 1, 2022

Manuel Villagomez, RDE, reclassification from Computer Lab Tech II, Range 33, Step C to IT Technician, Range 35, Step C, 10-month work calendar, effective January 1, 2022

STIPEND:

Kari Galer, RDE Garden Coordinator, annual stipend \$3,300.00, effective 2021-22 School Year (site discretionary funding)

LEAVE OF ABSENCE:

Diane McCluskey, District Occupational Therapist, 6.4 hours/day, requests and qualifies for FMLA leave of absence effective approximately January 10, 2022 through February 28, 2022

Kathleen Poet, FGE Instructional Assistant, requests extended military leave of absence from December 31, 2021 through March 31, 2022

RESIGNATION:

Alissa Parks, Special Education Preschool, Paraeducator, 4.5 hours/day, resigns effective January 7, 2022

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

SUBJECT: Contract for Services with Purpose Driven Investments, LLC

DATE: January 20, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Purpose Driven Investments, LLC

BACKGROUND:

This is a new contract for motivational speaking.

INFORMATION:

Purpose Driven Investments LLC is the representative for speaker Shamiel Gary. Shamiel will spend a full day program on February 28, 2022. Shamiel will do a morning meet and greet. Following the meet and greet, Shamiel will provide a keynote presentation to multiple groups with 2 breakout sessions with different groups. Shamiel will visit classrooms and have time for different activities (basketball, recess, and other activities).

Key Topic: Shamiel will provide a GameTime Excellence message that will give each student a roadmap to achieve Inner Excellence, build empathy, stronger community, and an environment where students can thrive.

FISCAL IMPACT: \$6975 to be paid by Site Funds

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

This contract is an agreement between the Pacific Grove Unified School District and Purpose Driven Investments LLC for services rendered as specified below.

1. Scope of Service:

To provide: To provide a guest speaker

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

Purpose Driven Investments LLC will provide Shamiel Gary, guest speaker for a full day program

3. Length of the Contract:

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

February 28, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

\$6975 for the one-time event

School Funding Source: Site Funds

Consultant: Shamiel Gary

Address: XXXX Homecoming Drive Edmond, OK 73013 Phone: 918-706-7286

Signed _____ Date _____

Email: shamiel@shamielgary.com

[] District Employee [X] Independent Consultant

Signed _____ Date _____

Site/Program Administrator

(Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

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



SHAMIEL GARY

SPEAKING AGREEMENT AND INVOICE

This Speaking Agreement will assist you in planning, and will provide you with the information needed to schedule your speaker's time with you.

Please note— This signed agreement plus a 50% deposit is required before the event can be confirmed. Please return this agreement to us at the following address or via email at Shamiel@ShamielGary.com:

This document may be used as a contract AND an invoice

Purpose Driven Investments LLC - 15412 Homecoming Dr. Edmond, Ok 73013

Speaker Contact

General Manager: Shamiel Gary

Phone: 918-706-7286

Event Information:

Event Date: February 28, 2022

Location: Pacific Grove High School

Host: Lito Garcia

Program Details:

Shamiel will spend a full day program. Shamiel will do a morning meet and greet. Following the meet and greet, Shamiel will provide a keynote presentation to multiple groups with 2 breakout sessions with different groups. Shamiel will visit classrooms and have time for different activities (basketball, recess, and other activities).

Key Topic: Shamiel will provide a GameTime Excellence message that will give each student a roadmap to achieve Inner Excellence, build empathy, stronger community, and an environment where students can thrive.

MAN UP Breakout session targeting men and what it means to be a man

Take-Aways:

- Self-Awareness
- Self-Management
- Responsible-Decision Making
- Self-Motivation, Goals, Mindset
- Mental Endurance
- Relationship Skills
- Growth Mindset

The quality of a person's life is in direct proportion to their commitment to inner excellence which results in outward excellence, regardless of their chosen field. - Shamiel Gary

Finances:

Participant’s Fee: \$6,975-

Travel fees included.

Included GameTime Excellence Program: Shamiel will provide a GameTime Excellence message that will give each school a roadmap to achieve Inner Excellence.

- Full-Day Program
- Morning meet and greet with staff/students
- Keynote speeches to multiple groups
- 2 - Breakout Sessions for different groups of students (Athletes, Student Council, At Risk, Etc)
- Class room visits
- Activities such as basketball, recess, and other activities.

Speaking Honorarium - **(Please make checks payable to Purpose Driven Investments LLC)**

DEPOSIT:

50% of \$6,975 is due upon contract acceptance; **balance in full is due in-person at or before the event.**

Payments received (5) days after the due date will be considered past due. Past due amounts will incur a 1% late fee for each 30 day period they are past due.

NOTE: This document may be used as a contract AND an invoice

Rights Reserved:

Audio or video taping of Speaker’s program is allowed only when the Speaker has granted written permission and the Speaker is guaranteed a first generation copy for his files.

Cancellation & Refund Policy:

To receive a full refund of your deposit, written cancellation must be received within 45 days of the event. A cancellation fee of 50% of contract value plus all travel expenses incurred will be charged for cancellations made less than 45 days of the event date.

In the event of sickness or accident to your speaker, or if an event is rendered impossible due to an emergency beyond control of the speaker or host, it is understood and agreed that there shall be no claim for damages by either party. In the event of such non performance for any of the reasons listed above, fees will be waived.

Other Speaker Needs:

Audio requirements include a quality sound system that has been tested for proper operation. Microphone preferences are a lapel or a cordless, handheld microphone if available. If not, the microphone should allow for at least 30 feet of cord.


Please sit the audience directly in front of Shamiel in a theater style setting. No seating behind or to the sides of Shamiel while he speaks.

If Shamiel is speaking at a school, he prefers to have the assembly in an auditorium. If a gymnasium is the only option, sit students only on one side with the remainder on the gym floor or contact us to discuss other options.

The audience should be seated as close to the stage as possible.

In the event the speaker would desire to make use of any special equipment such as video, computer (Power-Point), etc., we will give you ample notification to enable you to make the appropriate arrangements.

Accepted and Agreed:

_____	_____	_____
Host Signature	Printed	Date
		
_____	12-16-21	_____
Purpose Driven Investments LLC	Date of Confirmation	

Request for Taxpayer Identification Number and Certification

CONSENT

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Shamiel Gary		
	2 Business name/disregarded entity name, if different from above Purpose Driven Investments		
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.		4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	<input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____		
	5 Address (number, street, and apt. or suite no.) See instructions.		
	6 City, state, and ZIP code Edmond, Ok and 73013		Requester's name and address (optional)
	7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
8	1	-	4	0	7	9	5	5	7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶	Date ▶ 11-30-2021
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or “doing business as” (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a “disregarded entity.” See Regulations section 301.7701-2(c)(2)(iii). Enter the owner’s name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2, “Business name/disregarded entity name.” If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions.

You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.

You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

*Note: The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

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

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

SUBJECT: Warrant Schedules 638 and 639

DATE: January 20, 2022

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from November 1, 2021 through December 31, 2021.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 638

November 2021

WARRANTS - PAYROLL

Certificated	Manual	11/05/21	\$	-
	Supp	11/10/21	\$	3,094.83
	Manual	11/15/21	\$	-
	Regular	11/30/21	\$	1,804,677.25
<u>Total Certificated</u>			<u>\$</u>	<u>1,807,772.08</u>
Classified	Manual	11/05/21	\$	-
	Supp	11/10/21	\$	15,883.83
	Manual	11/15/21	\$	-
	Regular	11/30/21	\$	733,091.54
<u>Total Classified</u>			<u>\$</u>	<u>748,975.37</u>
Other	Manual	11/05/21	\$	-
	Supp	11/10/21	\$	-
	Manual	11/15/21	\$	2,500.00
	Regular	11/30/21	\$	3,931.05
<u>Total Other</u>			<u>\$</u>	<u>6,431.05</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,563,178.50</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12647709-12647741	04600000151-04600000158	11/04/21	\$	119,801.46
12648727-12648764	04600000159-04600000163	11/09/21	\$	19,545.07
12649686-12649731		11/18/21	\$	124,379.01
12651356-12651389		11/23/21	\$	176,539.05
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>440,264.59</u>

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 638

November 2021

WARRANTS - PAYROLL

Certificated	Manual	11/05/21	\$	-
	Supp	11/10/21	\$	3,094.83
	Manual	11/15/21	\$	-
	Regular	11/30/21	\$	1,804,677.25

<u>Total Certificated</u>			\$	<u>1,807,772.08</u>
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Classified	Manual	11/05/21	\$	-
	Supp	11/10/21	\$	15,883.83
	Manual	11/15/21	\$	-
	Regular	11/30/21	\$	733,091.54

<u>Total Classified</u>			\$	<u>748,975.37</u>
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Other	Manual	11/05/21	\$	-
	Supp	11/10/21	\$	-
	Manual	11/15/21	\$	2,500.00
	Regular	11/30/21	\$	3,931.05

<u>Total Other</u>			\$	<u>6,431.05</u>
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<u>TOTAL PAYROLL</u>			\$	<u>2,563,178.50</u>
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WARRANTS - ACCOUNTS PAYABLE

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 639

December 2021

WARRANTS - PAYROLL

Certificated	Manual	12/03/21	\$	-
	Supp	12/10/21	\$	6,997.00
	Manual	12/15/21	\$	-
	Regular	12/23/21	\$	1,807,463.53
<u>Total Certificated</u>			<u>\$</u>	<u>1,814,460.53</u>
Classified	Manual	12/03/21	\$	-
	Supp	12/10/21	\$	5,311.27
	Manual	12/15/21	\$	-
	Regular	12/23/21	\$	716,783.89
<u>Total Classified</u>			<u>\$</u>	<u>722,095.16</u>
Other	Manual	12/03/21	\$	-
	Supp	12/10/21	\$	6,351.00
	Manual	12/15/21	\$	2,535.72
	Regular	12/23/21	\$	3,046.75
<u>Total Other</u>			<u>\$</u>	<u>11,933.47</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,548,489.16</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12652295-12652340	04600000172-04600000178	12/02/21	\$	156,049.38
12657379-12657420	04600000179-04600000183	12/09/21	\$	513,629.21
12658617-12658667	04600000184-04600000193	12/16/21	\$	147,093.00
12660135-12660164		12/21/21	\$	65,217.70
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>881,989.29</u>

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

SUBJECT: Presentation On the Process to Create Trustee Areas and Public Hearing Regarding the Content of Trustee Area Maps

DATE: January 20, 2022

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

RECOMMENDATION:

The District Administration recommends the Board hold a public hearing to receive community input regarding the content of the draft trustee area maps.

BACKGROUND:

The Pacific Grove Unified School District Board of Education is currently elected under an “at-large” election system, where trustees are elected by voters of the entire District. Trustees are elected in even-numbered years and serve staggered, four-year terms, such that the next election for three (3) trustees is scheduled for November 2022, with the remaining trustee seats scheduled for election in November 2024. On April 22, 2021, the Board adopted Resolution No. 1069, declaring its intent to transition from at-large to by-trustee area elections, where each Board member must reside within the designated trustee area boundary, and is elected only by the voters in that trustee area.

On August 19, and September 16, 2021, the Board held two public hearings to receive input from the community on the trustee-area map creation process, pursuant to Elections Code section 10010, subdivision (a)(1).

INFORMATION:

On January 11, 2022, four (4) proposed trustee area maps were published online for public consumption here: <https://arcg.is/1j5C8K>. The maps are also available on the District’s California Voting Rights Act web page. On January 20, 2022, the District’s demographers, the National Demographics Corporation, will present information on the trustee area creation process and proposed trustee area maps. Following the presentation, the first of two statutorily required public hearings will be held to receive input from the community. (Elections Code section 10010(a)(2).)

FISCAL IMPACT:

The cost for demographer and legal services to assist in the development of proposed by-trustee area boundaries is currently estimated to be approximately \$30,000. This cost will be taken out of the General Fund.



Districting Draft Maps

January 20, 2022

PGUSD

Regular Meeting of January 20, 2022

Dr. Jeff Tilton, Senior Consultant
National Demographics Corporation

37

Election Systems

1. “At Large”
2. “From District” or “Residence” Districts
3. “By District”

**The California Voting Rights Act
was written to specifically
encourage by-district elections.**

California Voting Rights Act (CVRA) PUBLIC HEARING

- Under the Federal Voting Rights Act (passed in 1965), a jurisdiction must fail 4 factual tests before it is in violation of the law.

- The California VRA makes it significantly easier for plaintiffs to force jurisdictions into “by-district” election systems by eliminating two of the US Supreme Court Gingles tests:
 - ~~■ Can the protected class constitute the majority of a district?~~
 - Does the protected class vote as a bloc?
 - Do the voters who are not in the protected class vote in a bloc to defeat the preferred candidates of the protected class?
 - ~~■ Do the “totality of circumstances” indicate race is a factor in elections?~~

- Liability is now determined only by the presence of racially polarized voting

CVRA Impact

Switched (or in the process of switching) as a result of CVRA:

- At least 240 school districts
- 34 Community College Districts
- 154 cities
- 1 County Board of Supervisors
- 35 water and other special districts.

Cases So Far:

- Palmdale, Santa Clara and Santa Monica went to trial on the merits. Palmdale and Santa Clara lost. Santa Monica is awaiting a decision.
- Modesto and Palmdale each spent about \$1.8 million on their defense (in addition to the attorney fee awards in those cases).
- Santa Monica has spent an estimated \$7 million so far. Plaintiffs in Santa Monica requested \$22 million in legal fees after the original trial.

Key settlements:

- ✓ Palmdale: \$4.7 million
- ✓ Modesto: \$3 million
- ✓ Highland: \$1.3 million
- ✓ Anaheim: \$1.1 million
- ✓ Whittier: \$1 million
- ✓ Santa Barbara: \$600,000
- ✓ Tulare Hospital: \$500,000
- ✓ Camarillo: \$233,000
- ✓ Compton Unified: \$200,000
- ✓ Madera Unified: about \$170,000
- ✓ Hanford Joint Union Schools: \$118,000
- ✓ Merced City: \$42,000

An estimated \$16 million in total settlements and court awards so far.

Districting Process

Step	Description
Two Initial Hearings August 19 & September 16 <i>6:30 p.m.</i>	<ul style="list-style-type: none"> • Held prior to release of draft maps • Education and to solicit input on the communities in the Districts
Census Data Release Mid/Late August	<ul style="list-style-type: none"> • Census Bureau releases official 2020 Census population data
California Data Release Early October 2021	<ul style="list-style-type: none"> • California Statewide Database releases California's official 'prisoner-adjusted' 2020 redistricting data
Draft Map Hearing January 20, 2022	<ul style="list-style-type: none"> • Discuss and select final maps; discuss election sequence
Draft Map Hearing February 10, 2022 <i>6:30 p.m.</i>	<ul style="list-style-type: none"> • Discuss and select final map; discuss and determine election sequence • Deadline to submit draft maps: January 28, 2022, 5 p.m. • Post draft maps by February 3, 2022, 5 p.m.
Map Adoption By March 1, 2022	<ul style="list-style-type: none"> • Final map must be posted at least 7 days prior to adoption

Districting Rules and Goals PUBLIC HEARING

Federal Laws

- ❑ Equal Population
- ❑ Federal Voting Rights Act
- ❑ No Racial Gerrymandering



California Criteria

1. **Geographically contiguous**
2. **Undivided neighborhoods and “communities of interest”**
(Socio-economic geographic areas that should be kept together)
3. **Easily identifiable boundaries**
4. **Compact**
(Do not bypass one group of people to get to a more distant group of people)

Other Traditional Redistricting Principles

- ❑ **Respect voters’ choices / avoid head-to-head contests**
- ❑ **Future population growth**

Prohibited: “Shall not favor or discriminate against a political party.”

Neighborhoods/Communities of Interest PUBLIC HEARING

Neighborhoods

1. **What is your neighborhood?**
2. **What are its geographic boundaries?**

In the absence of public testimony, planning records and other similar documents may provide definition.

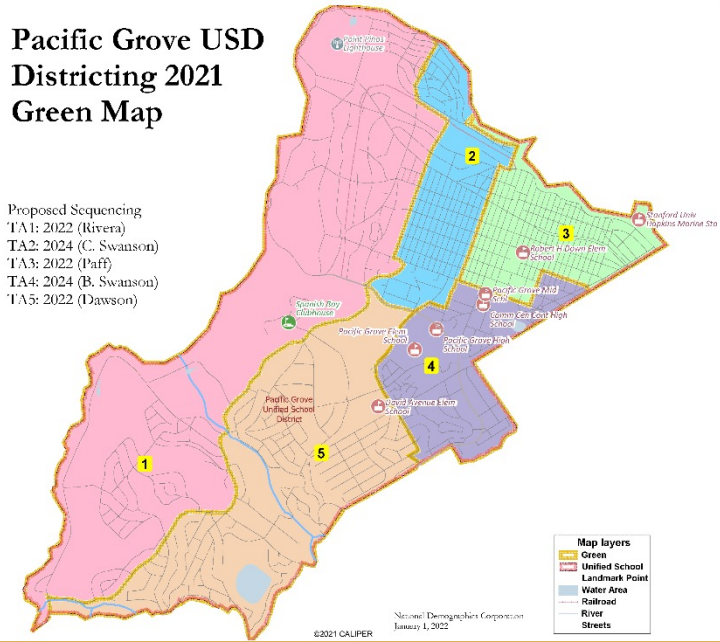
Communities of Interest

1. **What defines your community?**
2. **Would this community benefit from being “included within a single district for purposes of its effective and fair representation”?**

Communities of Interest may not include relationships with political parties, incumbents, or political candidates.

Pacific Grove USD Districting 2021 Green Map

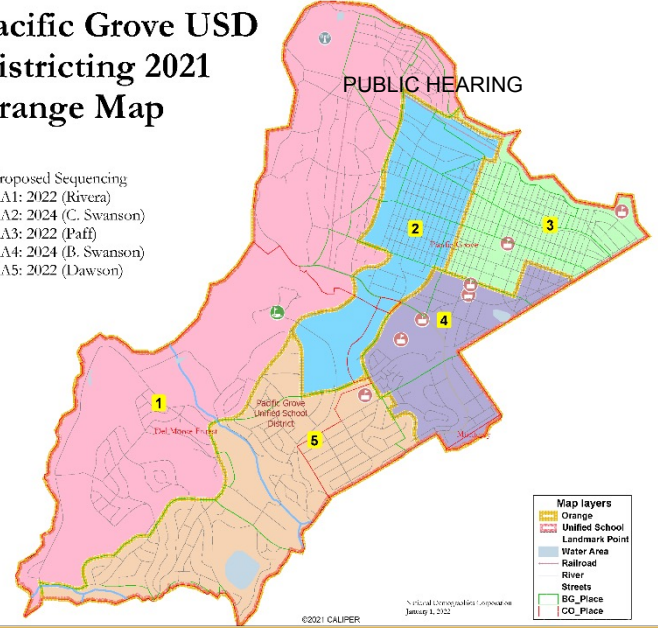
Proposed Sequencing
 TA1: 2022 (Rivera)
 TA2: 2024 (C. Swanson)
 TA3: 2022 (Paff)
 TA4: 2024 (B. Swanson)
 TA5: 2022 (Dawson)



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 National Demographics Corporation
 January 1, 2022

Pacific Grove USD Districting 2021 Orange Map

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

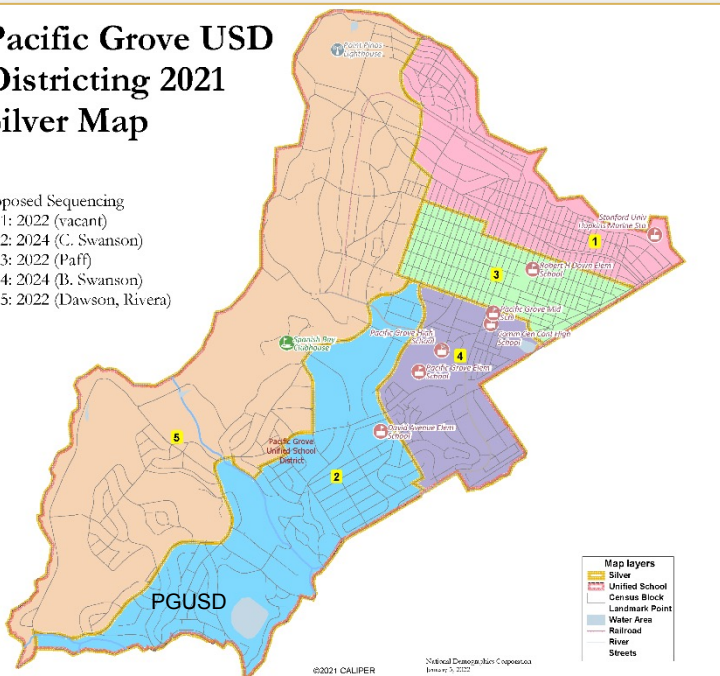


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 National Demographics Corporation
 January 1, 2022

The Draft Maps

Pacific Grove USD Districting 2021 Silver Map

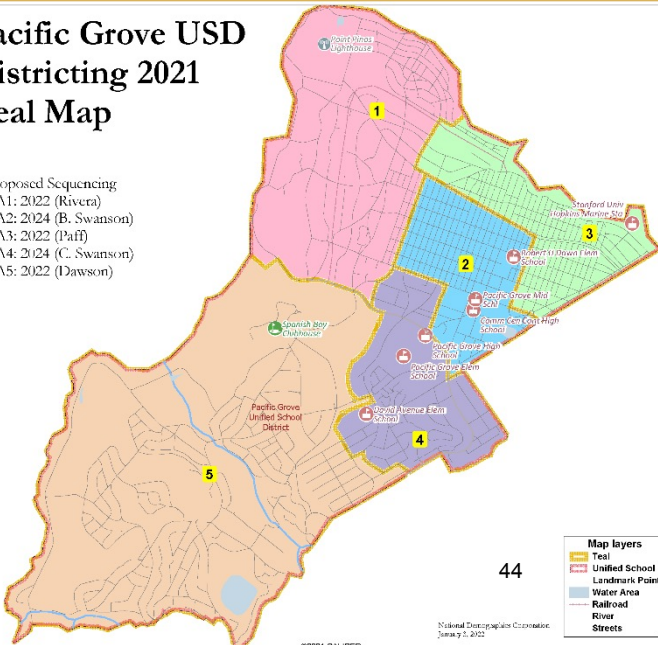
Proposed Sequencing
 TA1: 2022 (vacant)
 TA2: 2024 (C. Swanson)
 TA3: 2022 (Paff)
 TA4: 2024 (B. Swanson)
 TA5: 2022 (Dawson, Rivera)



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 National Demographics Corporation
 January 1, 2022

Pacific Grove USD Districting 2021 Teal Map

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

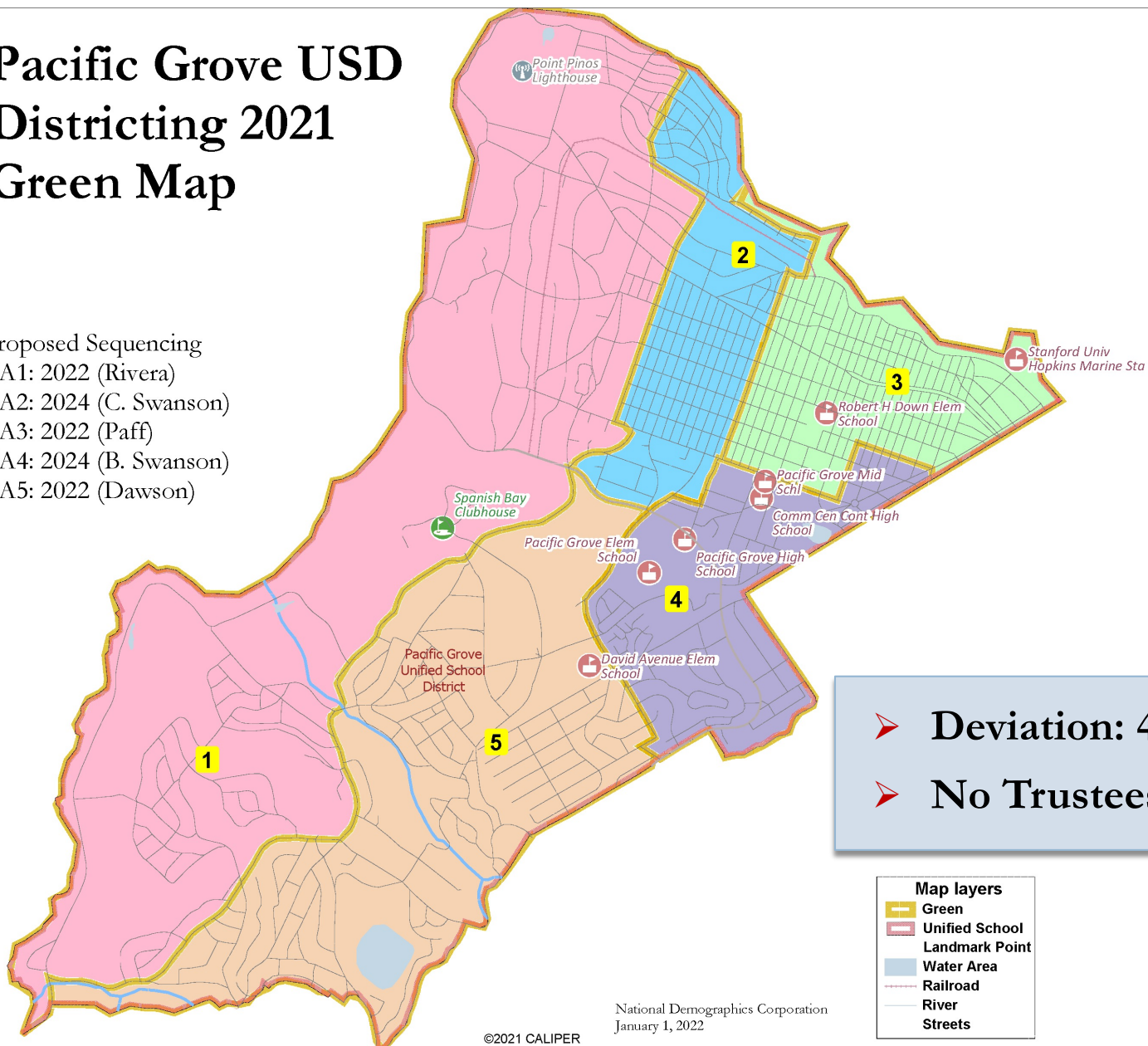


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 National Demographics Corporation
 January 1, 2022

Pacific Grove USD Districting 2021 Green Map

Proposed Sequencing

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



➤ **Deviation: 4.04%**
 ➤ **No Trustees paired**

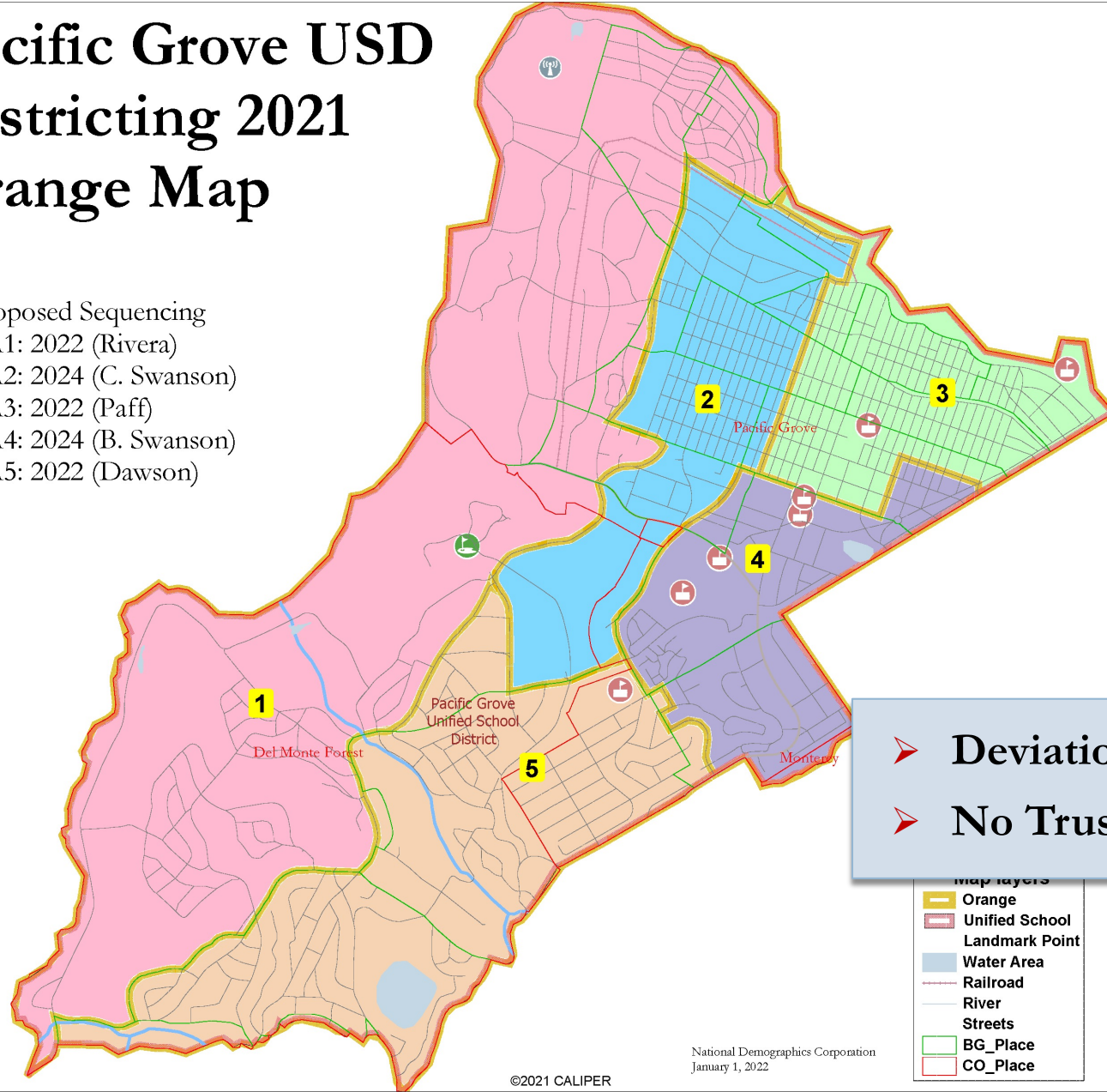
- Map layers**
- Green
 - Unified School
 - Landmark Point
 - Water Area
 - Railroad
 - River
 - Streets

National Demographics Corporation
January 1, 2022

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Pacific Grove USD Districting 2021 Orange Map

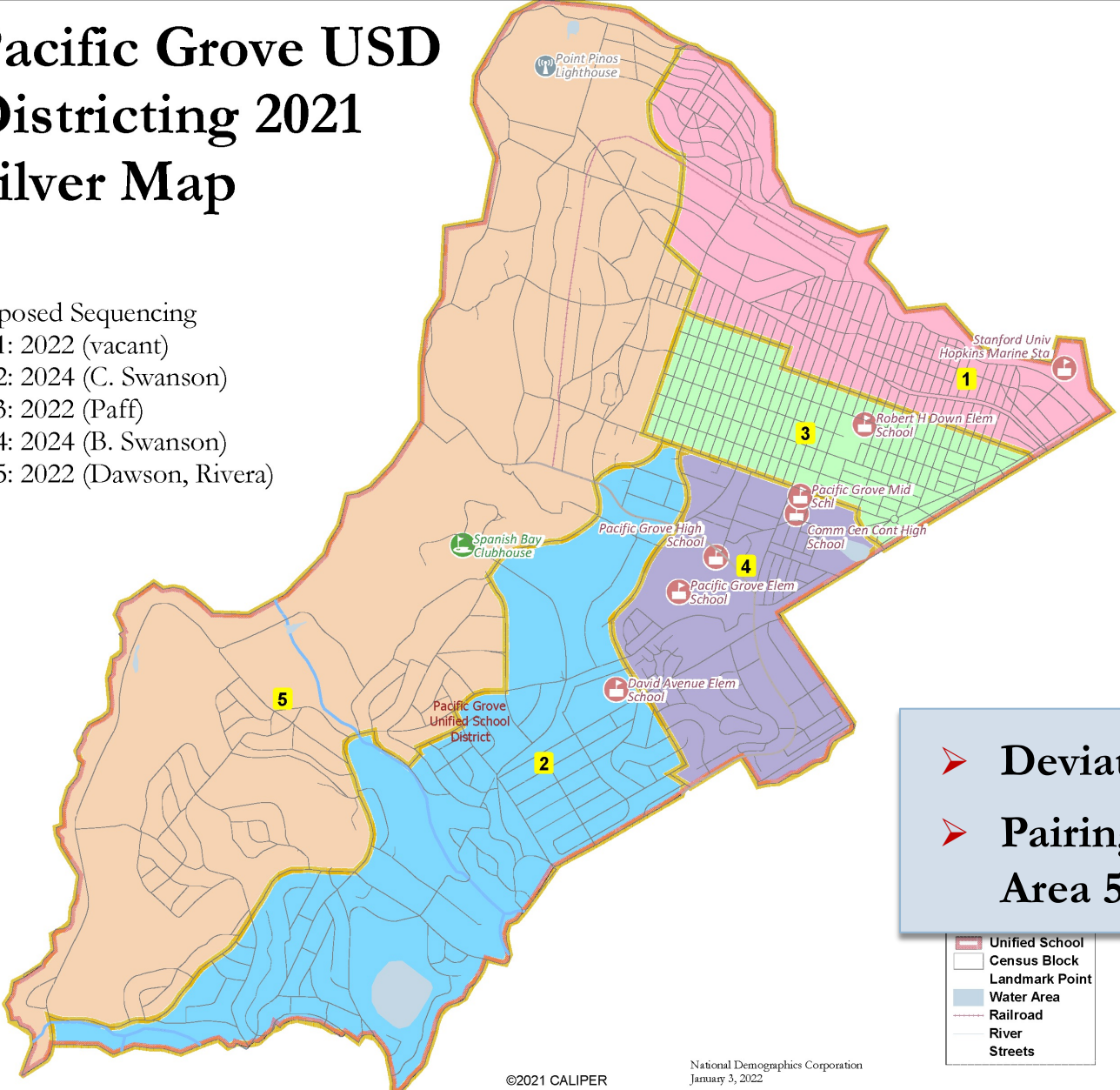
Proposed Sequencing
 TA1: 2022 (Rivera)
 TA2: 2024 (C. Swanson)
 TA3: 2022 (Paff)
 TA4: 2024 (B. Swanson)
 TA5: 2022 (Dawson)



➤ **Deviation: 1.12%**
 ➤ **No Trustees paired**

Pacific Grove USD Districting 2021 Silver Map

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

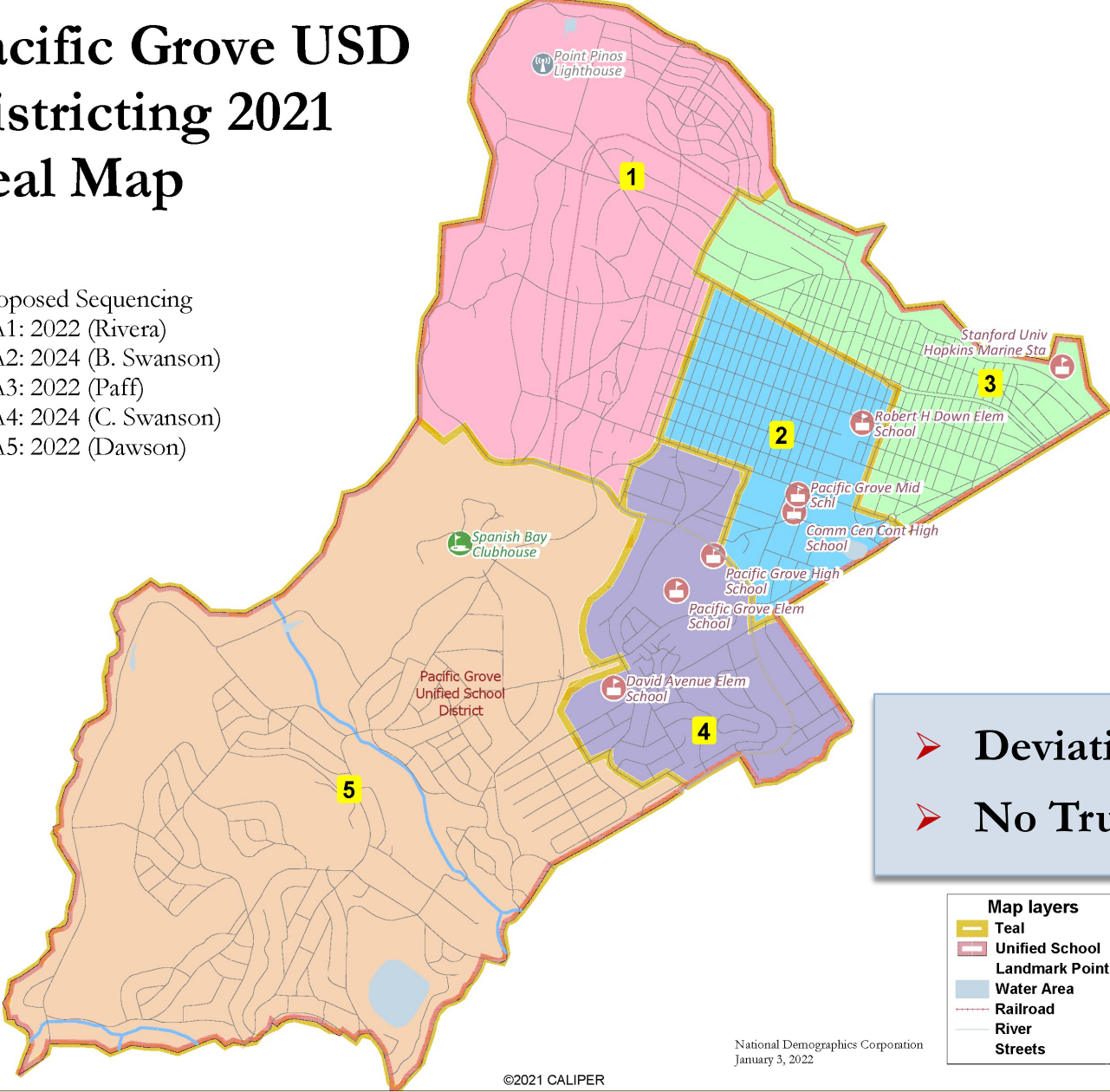


➤ **Deviation: 4.69%**
 ➤ **Pairing in Trustee Area 5**

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Pacific Grove USD Districting 2021 Teal Map

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



➤ **Deviation: 4.92%**
 ➤ **No Trustees paired**

- Map layers**
- Teal
 - Unified School
 - Landmark Point
 - Water Area
 - Railroad
 - River
 - Streets

National Demographics Corporation
 January 3, 2022

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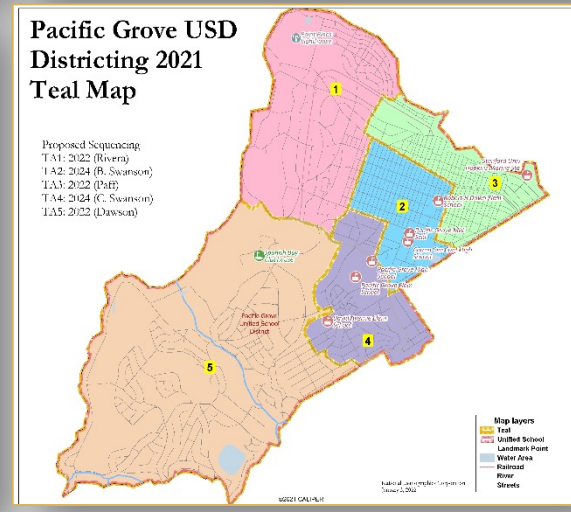
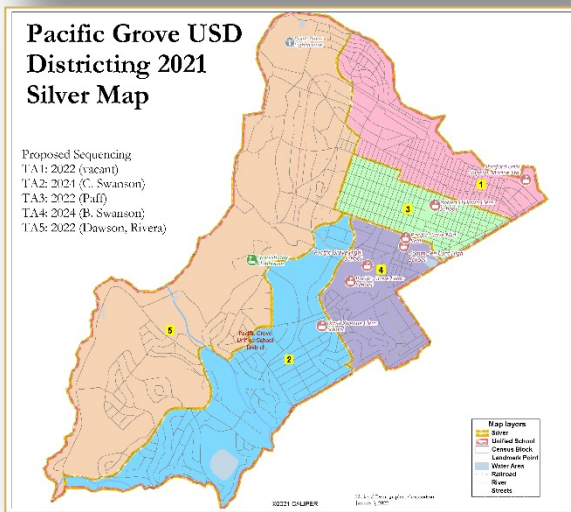
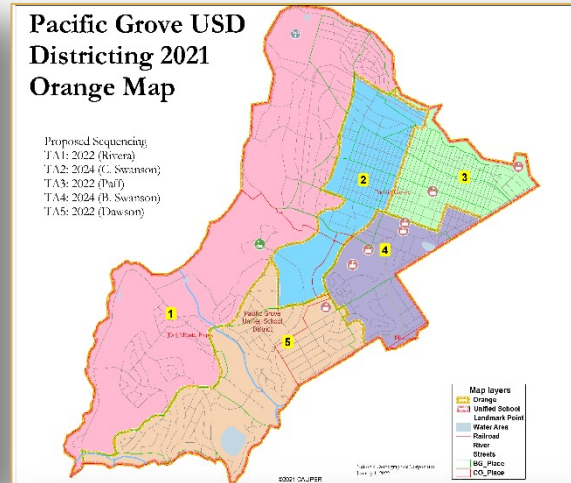
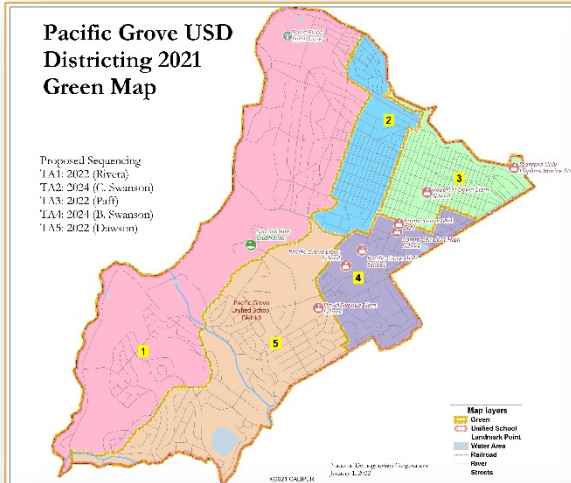
Discussion

PUBLIC HEARING
Which map(s) do you prefer?

What modification(s) would make your preferred map(s) even better?

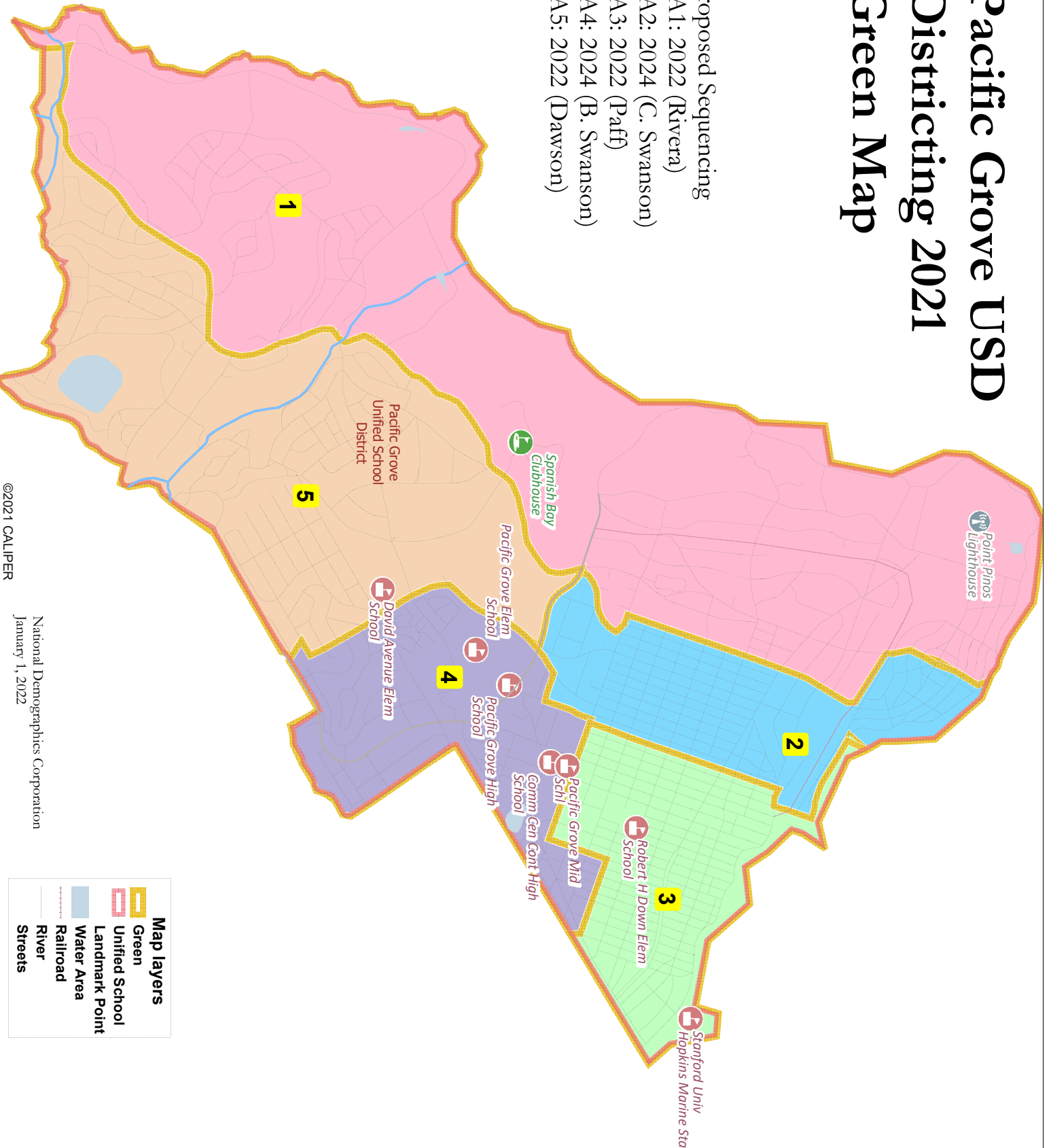
Possible:
Narrowing to
“focus” map(s)

Provide:
Direction on
new/revised map(s)



Pacific Grove USD Districting 2021 Green Map

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



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January 1, 2022

Map layers

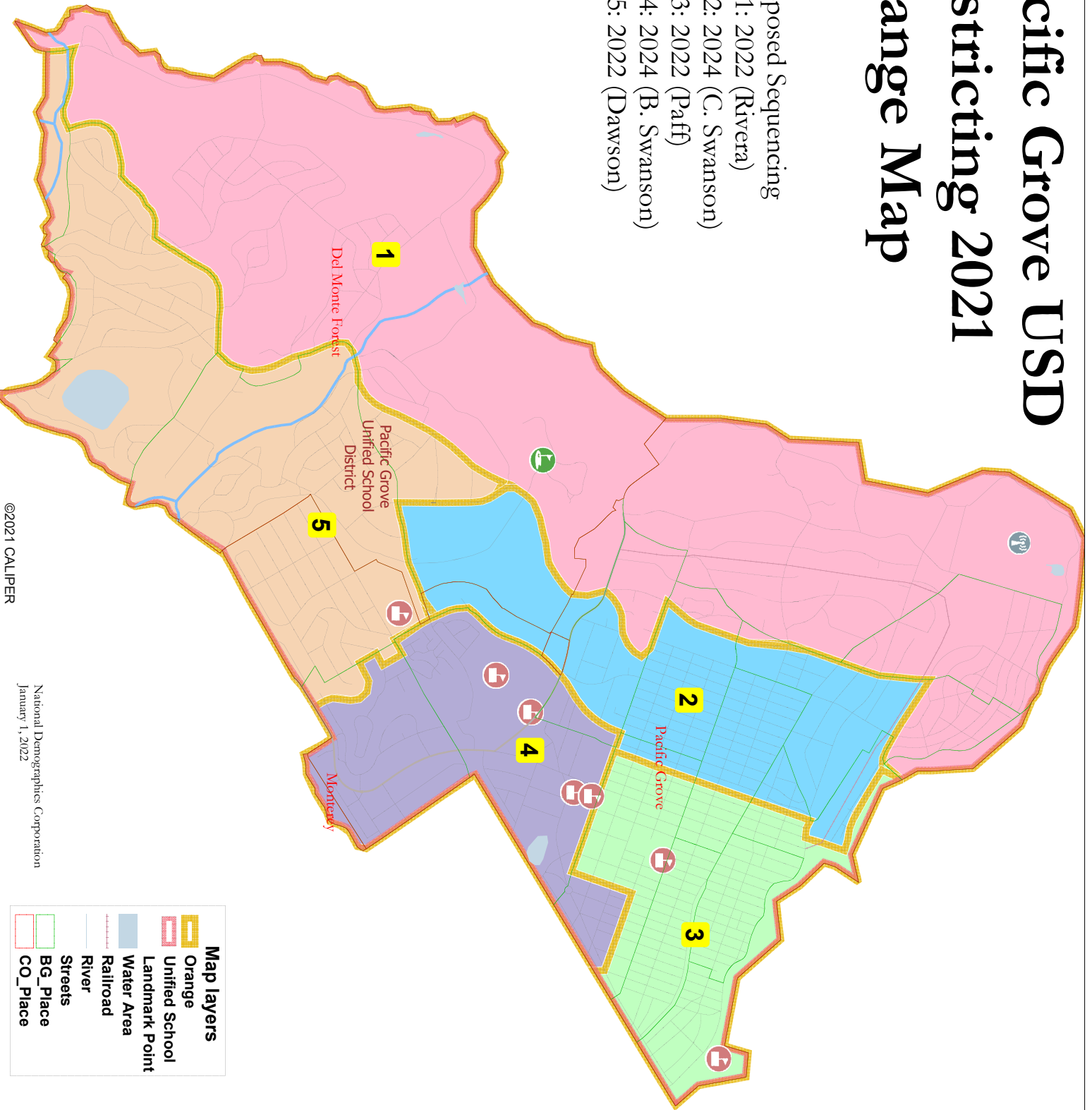
- Green
- Unified School
- Landmark Point
- Water Area
- Railroad
- River
- Streets

<i>Pacific Grove USD - Green Plan</i>							
Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	3,416	3,574	3,507	3,590	3,390	17,477
	Population Deviation	-79	79	12	95	-105	200
	Pct. Deviation	-2.26%	2.26%	0.34%	2.72%	-3.00%	5.72%
Total Pop.	Hispanic/Latino	12%	11%	13%	20%	10%	13%
	NH White	74%	76%	74%	62%	74%	72%
	NH Black	1%	1%	2%	3%	1%	2%
	NH Asian/Pac.Isl.	10%	10%	9%	13%	13%	11%
	NH Native Amer.	2%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	2,705	2,940	2,940	2,730	2,893	14,208
	Hisp	6%	7%	7%	18%	5%	9%
	NH White	84%	83%	84%	73%	84%	82%
	NH Black	1%	3%	3%	1%	1%	2%
	Asian/Pac.Isl.	8%	6%	6%	6%	10%	7%
	Native Amer.	1%	1%	2%	1%	1%	1%
Voter Registration (Nov 2020)	Total	2,502	2,766	2,511	2,347	2,620	12,746
	Latino est.	6%	6%	7%	11%	7%	7%
	Spanish-Surnamed	6%	6%	7%	10%	6%	7%
	Asian-Surnamed	2%	2%	2%	3%	5%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	81%	88%	85%	85%	86%	85%
	NH Black	0%	2%	1%	1%	1%	1%
Voter Turnout (Nov 2020)	Total	2,245	2,526	2,232	2,053	2,332	11,388
	Latino est.	6%	6%	7%	10%	6%	7%
	Spanish-Surnamed	6%	6%	7%	9%	6%	7%
	Asian-Surnamed	2%	2%	2%	3%	5%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	81%	88%	85%	85%	86%	85%
NH Black	0%	2%	1%	1%	1%	1%	
Voter Turnout (Nov 2018)	Total	1,875	2,082	1,769	1,555	1,908	9,189
	Latino est.	6%	5%	6%	8%	5%	6%
	Spanish-Surnamed	6%	5%	6%	8%	5%	6%
	Asian-Surnamed	2%	2%	2%	2%	4%	2%
	Filipino-Surnamed	0%	1%	2%	1%	1%	1%
	NH White est.	83%	89%	87%	86%	88%	87%
NH Black est.	1%	2%	1%	1%	1%	1%	
Age	age0-19	18%	20%	16%	24%	19%	20%
	age20-60	40%	43%	47%	48%	39%	44%
	age60plus	42%	37%	37%	28%	42%	37%
Immigration	immigrants	12%	9%	9%	12%	17%	12%
	naturalized	63%	67%	63%	78%	76%	70%
Language spoken at home	english	80%	89%	89%	79%	81%	84%
	spanish	6%	3%	2%	11%	4%	5%
	asian-lang	8%	3%	3%	3%	6%	4%
	other lang	7%	5%	6%	6%	10%	7%
Language Fluency	Speaks Eng. "Less than Very Well"	5%	3%	3%	4%	6%	4%
Education (among those age 25+)	hs-grad	29%	29%	28%	42%	35%	33%
	bachelor	35%	29%	29%	21%	31%	29%
	graduatedegree	25%	30%	32%	23%	21%	26%
Child in Household	child-under18	20%	21%	17%	27%	20%	21%
Pct of Pop. Age 16+	employed	51%	57%	61%	62%	56%	57%
Household Income	income 0-25k	12%	13%	12%	11%	8%	11%
	income 25-50k	13%	13%	15%	13%	12%	13%
	income 50-75k	14%	17%	17%	16%	14%	16%
	income 75-200k	43%	45%	43%	48%	45%	45%
	income 200k-plus	17%	13%	13%	12%	21%	15%
Housing Stats	single family	74%	70%	70%	61%	92%	73%
	multi-family	26%	30%	30%	39%	8%	27%
	rented	42%	54%	57%	60%	24%	48%
	owned	58%	46%	43%	40%	76%	52%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

Pacific Grove USD Districting 2021 Orange Map

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



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National Demographics Corporation
January 1, 2022

Map layers

- Orange
- Unified School
- Water Area
- Railroad
- River
- Streets
- BG_Place
- CO_Place

Pacific Grove USD - Orange Plan							
Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	3,472	3,520	3,570	3,483	3,432	17,477
	Population Deviation	-23	25	75	-12	-63	138
	Pct. Deviation	-0.66%	0.72%	2.15%	-0.34%	-1.80%	3.95%
Total Pop.	Hispanic/Latino	11%	11%	13%	20%	10%	13%
	NH White	75%	76%	74%	62%	73%	72%
	NH Black	1%	1%	2%	3%	1%	2%
	NH Asian/Pac.Isl.	11%	9%	9%	12%	14%	11%
	NH Native Amer.	2%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	2,789	2,891	2,984	2,641	2,903	14,208
	Hisp	6%	7%	7%	19%	5%	9%
	NH White	85%	83%	84%	73%	83%	82%
	NH Black	1%	3%	2%	1%	1%	2%
	Asian/Pac.Isl.	9%	6%	6%	6%	10%	7%
	Native Amer.	1%	1%	2%	1%	1%	1%
Voter Registration (Nov 2020)	Total	2,683	2,610	2,553	2,283	2,617	12,746
	Latino est.	6%	6%	7%	11%	7%	7%
	Spanish-Surnamed	5%	6%	7%	10%	7%	7%
	Asian-Surnamed	2%	2%	2%	3%	5%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	82%	88%	85%	85%	86%	85%
	NH Black	1%	2%	1%	1%	1%	1%
Voter Turnout (Nov 2020)	Total	2,417	2,379	2,269	1,990	2,333	11,388
	Latino est.	6%	6%	7%	9%	7%	7%
	Spanish-Surnamed	5%	6%	7%	9%	7%	7%
	Asian-Surnamed	2%	2%	2%	3%	5%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	82%	88%	85%	85%	86%	85%
NH Black	1%	2%	1%	1%	1%	1%	
Voter Turnout (Nov 2018)	Total	2,032	1,946	1,798	1,515	1,898	9,189
	Latino est.	5%	5%	6%	9%	5%	6%
	Spanish-Surnamed	5%	5%	6%	8%	5%	6%
	Asian-Surnamed	2%	2%	2%	3%	4%	2%
	Filipino-Surnamed	0%	1%	2%	1%	1%	1%
	NH White est.	84%	89%	87%	86%	88%	87%
NH Black est.	1%	2%	1%	1%	1%	1%	
Age	age0-19	18%	20%	16%	24%	20%	20%
	age20-60	40%	43%	46%	48%	41%	44%
	age60plus	42%	37%	37%	28%	40%	37%
Immigration	immigrants	12%	9%	9%	12%	17%	12%
	naturalized	64%	66%	63%	78%	76%	70%
Language spoken at home	english	80%	89%	89%	79%	80%	84%
	spanish	6%	3%	2%	11%	4%	5%
	asian-lang	8%	3%	3%	3%	5%	4%
	other lang	6%	6%	6%	6%	10%	7%
Language Fluency	Speaks Eng. "Less than Very Well"	5%	3%	3%	4%	6%	4%
Education (among those age 25+)	hs-grad	29%	29%	28%	41%	36%	33%
	bachelor	35%	29%	28%	21%	30%	29%
	graduatedegree	25%	30%	32%	23%	21%	26%
Child in Household	child-under18	20%	21%	17%	27%	21%	21%
Pct of Pop. Age 16+	employed	50%	57%	60%	61%	58%	57%
Household Income	income 0-25k	12%	12%	13%	11%	8%	11%
	income 25-50k	13%	13%	14%	13%	12%	13%
	income 50-75k	14%	16%	17%	16%	15%	16%
	income 75-200k	43%	45%	43%	48%	45%	45%
	income 200k-plus	18%	13%	13%	13%	19%	15%
Housing Stats	single family	75%	70%	70%	61%	89%	73%
	multi-family	25%	30%	30%	39%	11%	27%
	rented	41%	54%	57%	59%	27%	48%
	owned	59%	46%	43%	41%	73%	52%

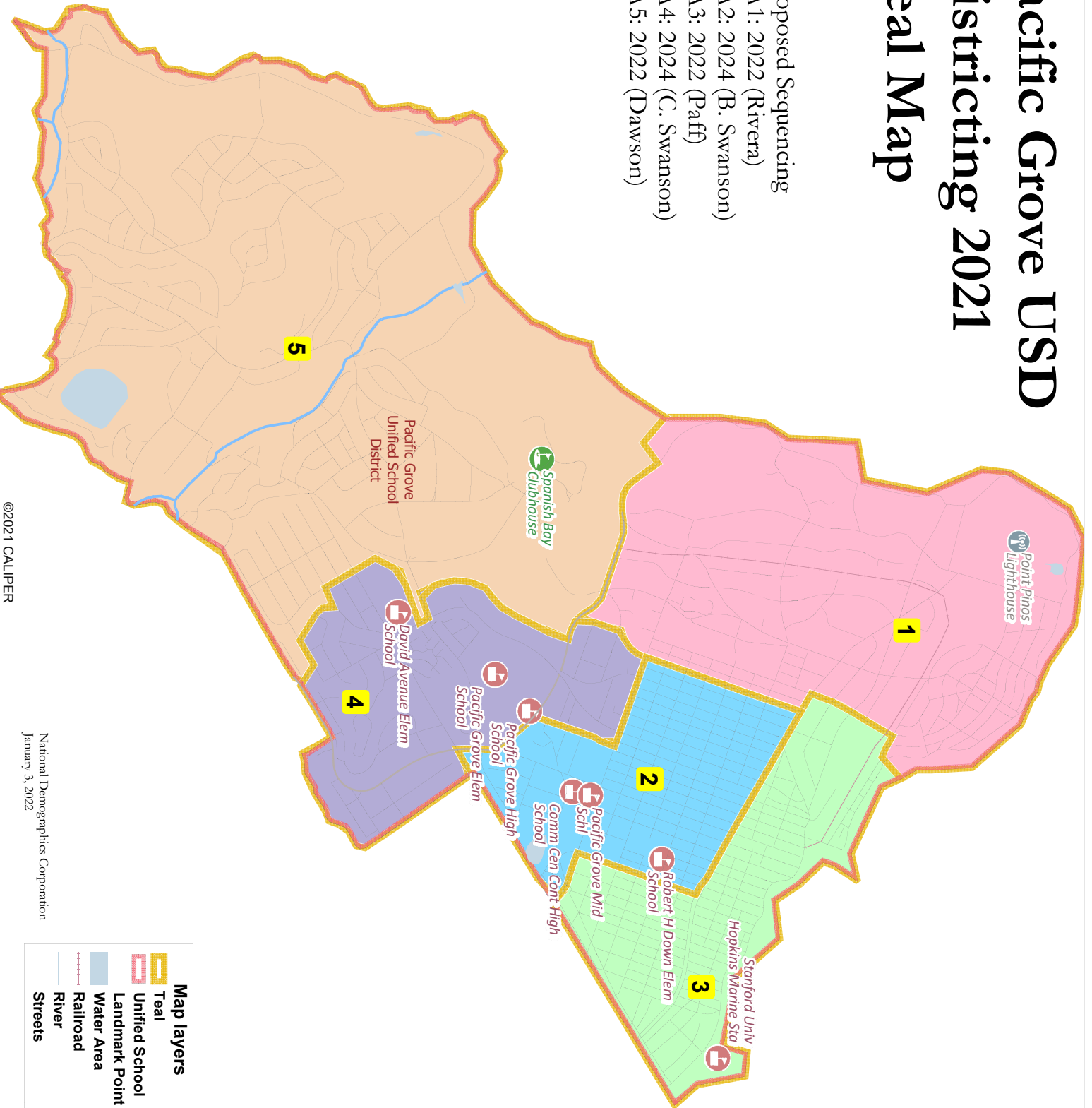
Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

<i>Pacific Grove USD - Silver Plan</i>							
Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	3,459	3,449	3,522	3,560	3,487	17,477
	Population Deviation	-36	-46	27	65	-8	111
	Pct. Deviation	-1.03%	-1.32%	0.77%	1.86%	-0.23%	3.18%
Total Pop.	Hispanic/Latino	12%	13%	11%	21%	8%	13%
	NH White	75%	72%	76%	59%	77%	72%
	NH Black	2%	1%	1%	3%	1%	2%
	NH Asian/Pac.Isl.	8%	10%	10%	14%	12%	11%
	NH Native Amer.	1%	2%	1%	2%	1%	1%
Citizen Voting Age Pop	Total	2,808	2,773	2,814	2,747	3,067	14,208
	Hisp	5%	6%	9%	17%	6%	9%
	NH White	85%	86%	83%	74%	82%	82%
	NH Black	3%	1%	2%	1%	1%	2%
	Asian/Pac.Isl.	6%	7%	6%	7%	10%	7%
	Native Amer.	1%	2%	2%	1%	1%	1%
Voter Registration (Nov 2020)	Total	2,721	2,343	2,630	2,278	2,774	12,746
	Latino est.	7%	8%	6%	11%	5%	7%
	Spanish-Surnamed	7%	7%	6%	11%	5%	7%
	Asian-Surnamed	2%	2%	2%	4%	4%	3%
	Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	NH White est.	80%	87%	88%	84%	87%	85%
	NH Black	2%	1%	1%	1%	1%	1%
Voter Turnout (Nov 2020)	Total	2,453	2,096	2,352	1,989	2,498	11,388
	Latino est.	6%	7%	6%	10%	5%	7%
	Spanish-Surnamed	6%	7%	6%	10%	5%	7%
	Asian-Surnamed	2%	2%	2%	4%	4%	3%
	Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	NH White est.	80%	87%	88%	84%	87%	85%
NH Black	2%	1%	1%	1%	1%	1%	
Voter Turnout (Nov 2018)	Total	1,973	1,708	1,931	1,510	2,067	9,189
	Latino est.	5%	6%	6%	8%	4%	6%
	Spanish-Surnamed	5%	6%	6%	8%	4%	6%
	Asian-Surnamed	1%	2%	2%	3%	4%	2%
	Filipino-Surnamed	1%	1%	1%	1%	1%	1%
	NH White est.	81%	88%	89%	86%	89%	87%
NH Black est.	2%	1%	1%	1%	1%	1%	
Age	age0-19	14%	20%	21%	24%	18%	20%
	age20-60	42%	45%	46%	48%	37%	44%
	age60plus	44%	34%	33%	28%	46%	37%
Immigration	immigrants	11%	9%	10%	14%	16%	12%
	naturalized	57%	62%	72%	78%	76%	70%
Language spoken at home	english	85%	88%	87%	77%	81%	84%
	spanish	4%	3%	2%	11%	5%	5%
	asian-lang	7%	2%	3%	3%	7%	4%
	other lang	4%	7%	8%	8%	6%	7%
Language Fluency	Speaks Eng. "Less than Very Well"	4%	3%	4%	5%	6%	4%
Education (among those age 25+)	hs-grad	31%	26%	31%	42%	34%	33%
	bachelor	30%	30%	30%	21%	32%	29%
	graduatedegree	29%	32%	26%	20%	24%	26%
Child in Household	child-under18	13%	22%	25%	27%	19%	21%
Pct of Pop. Age 16+	employed	54%	61%	58%	63%	50%	57%
Household Income	income 0-25k	16%	12%	10%	10%	7%	11%
	income 25-50k	15%	16%	11%	13%	11%	13%
	income 50-75k	17%	17%	16%	15%	13%	16%
	income 75-200k	41%	44%	48%	48%	43%	45%
	income 200k-plus	11%	11%	14%	13%	26%	15%
Housing Stats	single family	66%	70%	71%	62%	94%	73%
	multi-family	34%	30%	29%	38%	6%	27%
	rented	54%	60%	50%	57%	21%	48%
	owned	46%	40%	50%	43%	79%	52%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

Pacific Grove USD Districting 2021 Teal Map

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



Map layers

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

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National Demographics Corporation
January 3, 2022

<i>Pacific Grove USD - Teal Plan</i>							
Category	Field	1	2	3	4	5	Total
2020 Census	Total Population	3,467	3,402	3,497	3,574	3,537	17,477
	Population Deviation	-28	-93	2	79	42	172
	Pct. Deviation	-0.80%	-2.66%	0.06%	2.26%	1.20%	4.92%
Total Pop.	Hispanic/Latino	13%	13%	12%	20%	8%	13%
	NH White	73%	74%	75%	61%	77%	72%
	NH Black	1%	1%	2%	3%	1%	2%
	NH Asian/Pac.Isl.	10%	10%	8%	14%	12%	11%
	NH Native Amer.	2%	1%	1%	1%	1%	1%
Citizen Voting Age Pop	Total	2,624	2,737	2,922	2,787	3,138	14,208
	Hisp	6%	8%	6%	17%	5%	9%
	NH White	84%	85%	85%	73%	83%	82%
	NH Black	1%	2%	3%	2%	1%	2%
	Asian/Pac.Isl.	8%	5%	6%	7%	10%	7%
	Native Amer.	1%	2%	2%	1%	1%	1%
Voter Registration (Nov 2020)	Total	2,518	2,488	2,627	2,276	2,837	12,746
	Latino est.	7%	6%	8%	11%	6%	7%
	Spanish-Surnamed	7%	6%	8%	11%	5%	7%
	Asian-Surnamed	2%	3%	2%	4%	4%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	81%	89%	85%	83%	87%	85%
	NH Black	1%	1%	2%	2%	1%	1%
Voter Turnout (Nov 2020)	Total	2,272	2,232	2,350	1,976	2,558	11,388
	Latino est.	7%	6%	7%	10%	5%	7%
	Spanish-Surnamed	6%	6%	7%	9%	5%	7%
	Asian-Surnamed	2%	3%	2%	4%	4%	3%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	81%	89%	85%	83%	87%	85%
NH Black	1%	1%	2%	2%	1%	1%	
Voter Turnout (Nov 2018)	Total	1,866	1,861	1,857	1,471	2,134	9,189
	Latino est.	6%	5%	6%	8%	5%	6%
	Spanish-Surnamed	6%	5%	6%	8%	5%	6%
	Asian-Surnamed	2%	2%	2%	3%	4%	2%
	Filipino-Surnamed	1%	1%	2%	1%	1%	1%
	NH White est.	82%	91%	86%	84%	89%	87%
NH Black est.	1%	1%	2%	2%	1%	1%	
Age	age0-19	20%	20%	15%	25%	17%	20%
	age20-60	43%	45%	45%	48%	37%	44%
	age60plus	37%	35%	41%	27%	46%	37%
Immigration	immigrants	11%	9%	10%	13%	16%	12%
	naturalized	59%	71%	61%	78%	76%	70%
Language spoken at home	english	82%	88%	90%	78%	81%	84%
	spanish	4%	3%	3%	11%	5%	5%
	asian-lang	6%	2%	3%	4%	7%	4%
	other lang	8%	7%	5%	8%	7%	7%
Language Fluency	Speaks Eng. "Less than Very Well"	4%	3%	3%	5%	6%	4%
Education (among those age 25+)	hs-grad	29%	29%	29%	42%	34%	33%
	bachelor	34%	30%	28%	20%	32%	29%
	graduatedegree	26%	30%	32%	20%	24%	26%
Child in Household	child-under18	22%	22%	14%	30%	18%	21%
Pct of Pop. Age 16+	employed	55%	59%	59%	63%	51%	57%
Household Income	income 0-25k	15%	11%	14%	10%	7%	11%
	income 25-50k	15%	13%	14%	13%	11%	13%
	income 50-75k	16%	16%	18%	16%	13%	16%
	income 75-200k	44%	48%	41%	47%	43%	45%
	income 200k-plus	11%	13%	12%	13%	25%	15%
Housing Stats	single family	66%	70%	69%	63%	94%	73%
	multi-family	34%	30%	31%	37%	6%	27%
	rented	52%	55%	57%	57%	21%	48%
	owned	48%	45%	43%	43%	79%	52%

Total population data from California's adjusted 2020 Census data. Citizen Voting Age Population, Age, Immigration, and other demographics from the 2015-2019 American Community Survey and Special Tabulation 5-year data. Turnout and Registration data from California Statewide Database ("Latino" figures calculated by NDC using Census Bureau's Latino undercount by surname estimate).

- 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: January 20, 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
 X Health and Safety of Students and Schools
 X Credibility and Communication Fiscal
 Solvency, Accountability and Integrity

Consent
 X Action/Discussion
 Information/Discussion
 Public Hearing

SUBJECT: Resolution 1082 Authorizing the Use of Remote Teleconferencing Provisions
 (AB361)

DATE: January 20, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

(Ralph Gómez Porras, Superintendent) At Board request, the administration recommends that the Board adopt Resolution to allow for the Board to continue conducting remote virtual meetings during a state of emergency without the need to comply with all Brown Act's teleconferencing prerequisites, provided certain requirements are met.

BACKGROUND/INFORMATION:

In response to the COVID-19 Pandemic, Governor Newsom signed AB 361 into law, permitting public agencies to continue conducting meetings remotely in the following circumstances:

A. There is a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; or

B. There is a proclaimed state of emergency, and the local agency's meeting is for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or

C. There is a proclaimed state of emergency, and the local agency has determined, by majority vote, that as a result of the emergency meeting in person would present an imminent risk to the health or safety of attendees.

The PGUSD Governing Board will consider adopting Resolution 1082, to make a finding that the current circumstances meet the requirements of AB 361 and Government Code section 54953 for the Board to conduct meetings remotely.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
RESOLUTION NO. 1082 AUTHORIZING USE OF REMOTE
TELECONFERENCING PROVISIONS (AB 361)**

WHEREAS, the Governing Board of the Pacific Grove Unified School District (“Governing Board”) is committed to open and transparent government, and full compliance with the Ralph M. Brown Act (“Brown Act”); and

WHEREAS, the Brown Act generally requires that a public agency take certain actions in order to use teleconferencing to attend a public meeting virtually; and

WHEREAS, the Governing Board recognizes that a local emergency persists due to the worldwide COVID-19 pandemic; and

WHEREAS, the California Legislature has recognized the ongoing state of emergency due to the COVID-19 pandemic and has responded by creating an additional means for public meetings to be held via teleconference (inclusive of internet-based virtual meetings); and

WHEREAS, on September 16, 2021, the California legislature passed Assembly Bill (“AB”) 361, which amends Government Code, section 54953 and permits a local agency to use teleconferencing to conduct its meetings in any of the following circumstances: (A) the legislative body holds a meeting during a proclaimed state of emergency, and state or local officials have imposed or recommended measures to promote social distancing; (B) the legislative body holds a meeting during a proclaimed state of emergency for the purpose of determining, by majority vote, whether as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; or (C) the legislative body holds a meeting during a proclaimed state of emergency and has determined, by majority vote, pursuant to subparagraph (B), that, as a result of the emergency, meeting in person would present imminent risks to the health or safety of attendees; and

WHEREAS, in order for the Governing Board to use teleconferencing as allowed by AB 361 after October 1, 2021, it must first adopt findings in a resolution, allowing the Governing Board to conduct teleconferenced meetings for a period of thirty (30) days; and

WHEREAS, Governor Gavin Newsom declared a state of emergency for the State of California due to the COVID-19 pandemic in his order entitled “Proclamation of a State of Emergency,” signed March 4, 2020; and

WHEREAS, the Governing Board hereby finds that the state and local emergencies have caused and will continue to cause imminent risks to the health or safety of attendees; and

WHEREAS, the Governing Board is conducting its meetings through the use of telephonic and internet-based services so that members of the public may observe and participate in meetings and offer public comment.

NOW THEREFORE, BE IT RESOLVED, that the recitals set forth above are true and correct and fully incorporated into this Resolution by reference.

BE IT FURTHER RESOLVED, that the Governing Board has determined that given the state of emergency, holding in-person meetings would present imminent risks to the health or safety of attendees.

BE IT FURTHER RESOLVED, that the actions taken by the Governing Board through this Resolution may be applied to all District committees governed by the Brown Act unless otherwise desired by that committee.

BE IT FURTHER RESOLVED, the Governing Board authorizes the Superintendent or their designee(s) to take all actions necessary to conduct Governing Board meetings in accordance with Government Code section 54953(e) and all other applicable provisions of the Brown Act, using teleconferencing for a period of thirty (30) days from the adoption of this Resolution, after which the Governing Board will reconsider the circumstances of the state of emergency.

PASSED AND ADOPTED by the Pacific Grove Unified District Governing Board on this 20th day of January 2022, by the following vote:

AYES _____

NOES _____

ABSENT _____

ABSTAIN _____

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

SUBJECT: Board Agenda Formats Revision Options 1

DATE: January 20 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board approve Option 1 for placement of public comment on the Board Agenda as noted.

INFORMATION:

The Board at the September 2021 Study Session requested options for organization of the agenda, specifically with regard to when public comment is heard on agenda and non-agenda items. Options were provided for consideration at the December 16, 2021 Board meeting. The options were:

1. Option 1: Current agenda set-up with comment on non-agenda items at the beginning of the agenda, and comment on agenda items taking place at the time the item is addressed. This version clarifies that public comment is also taken prior to closed session. This version also offers clarification on the item for Staff Comments.
2. Option 2: This option places public comment on non-agenda items at the end of the agenda, and public comment on open session agenda items taking place at the time the item is addressed. This version clarifies that public comment is also taken prior to closed session. This version offers clarification on the item for Staff Comments.
3. Option 3: This option places all public comment on open session non-agenda and agenda items at the beginning of the agenda. This version clarifies that public comment is also taken prior to closed session. This version offers clarification on the item for Staff Comments.

The Board direction staff to bring forward Option 1 for approval on January 20, 2022.

OPTION 1: CURRENT PUBLIC COMMENT FORMAT W/MINOR CHANGES
AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

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

Move: _____ Second: _____ Vote: _____

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. [LIST CLOSED SESSION TOPICS]

B. Public Comment on Closed Session Items

III. RECONVENE IN OPEN SESSION

- A. Report action taken in Closed Session:

1. [REPORT ACTIONS]

- B. Pledge of Allegiance

IV. COMMUNICATIONS

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

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD ON NON-AGENDA ITEMS

[This section is for non-agenda items. Comment for agenda items takes place at the time the item is heard.]

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.

[Public comment on agenda items will be heard during the Board's discussion of each item.]

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. Public Comment on Consent Items

B. Minutes of [DATE] Board Meeting

Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.

C. [List Consent Items]

VII. ACTION/DISCUSSION

[Public Comment taken as part of each item, generally:

- A. Introduction of Item and/or Staff Presentation
- B. Questions/Comments from Board
- C. Public Comment
- D. Discussion and Action]

A. [LIST ACTION/DISCUSSION ITEMS]

IX. INFORMATION/DISCUSSION

[Public Comment taken as part of each item, generally:

- A. Introduction of Item and/or Staff Presentation
- B. Questions/Comments from Board
- C. Public Comment
- D. Discussion and Action]

A. [LIST INFORMATION/DISCUSSION ITEMS]

B. Future Agenda Items

125

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.

Board Direction: _____

X. ADJOURNMENT

Next Regular Board meeting: [DATE], 2021

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

SUBJECT: Contract for Services to AMS.Net For Switch Installations

DATE: January 20, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for service to AMS.Net to install switches District-wide.

BACKGROUND:

The installation of the 8x8 web-based phone system took many of the available ports. As a result, there is very little to no expansion for classroom network devices.

INFORMATION:

AMS.Net will be installing ten additional switches district-wide. AMS will assess and determine the locations of the switches at the start of the project.

FISCAL IMPACT:

Proposed Contract

Measure D Phone Project (AMS.Net Contract) - \$69,511.59

***To be paid from "Current Budget" line item below

Current Project Budget

Measure D Project Budget – Phone Project	\$175,000.00
<less> Maverick Contract (Board Approved 9/16/21)	<\$16,701.52>
Current Budget – Phone Project	\$158,298.48

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

AMS.Net, Inc	License #763508		
CONTRACTOR	SOCIAL SECURITY NUMBER BUSINESS ID # LICENSE #		
502 Commerce Way	Livermore	CA	94551
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article I. **SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

All District Sites

Article II. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

Article III. **TIME TO COMPLETE.** Services shall begin on or about January 21, 2022 and shall be completed on or before June 30, 2022.

Article IV. **PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds Sixty-nine thousand five hundred eleven 59/100 dollars (\$69,511.59) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof.

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last

day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplished with. Payment shall not be a waiver of any such direction.

Source of Funds: Measure D

Article V. **CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided below.

A change order (CO) is a written instrument signed by the Owner and the Contractor, and approved by the Owner's Governing Board, stating the agreement of Owner and Contractor upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

A Construction Change Directive (CCD) is a written unilateral order signed by the Owner directing a change in the Work and stating an adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions.

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change if Contractor believes it is entitled to changes in the

Contract Sum or Contract Time.

Article VI. **TERMINATION.** Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

Article VII. **PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar

purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Article VIII. **WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all

reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

Article IX. **INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

Article X. **ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

Article XI. **EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

Article XII. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

Article XIII. **BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the

benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

Article XIV. **SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

Article XV. **AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including change orders, signed by the parties and approved or ratified by the Governing Board.

Article XVI. **ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

Article XVII. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

This Agreement is entered into this 21 day of January, 2022.

For the Site/Program:

OWNER CONTRACTOR:

Site/Program Administrator DATE

(Title)

For the District:

SIGNED BY (Contractor) DATE

Director of Human Resources DATE

CALIFORNIA CONTRACTOR'S LICENSE NO.

Assistant Superintendent DATE

LICENSE EXPIRATION DATE

***Board Approved on _____

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

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AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551
 925-245-6100 • 925-245-6150 Fax
 www.ams.net

Customer Price Quote

Customer

Pacific Grove Unified School District
 435 Hillcrest Ave
 Pacific Grove CA, 93950-4900 US
 ATTN: Raymond De Vost

Ship To

Pacific Grove Unified School District
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 ATTN: Raymond De Vost

Quote Description

Districtwide - Meraki PoE Switches

Quote #	#Q-00058712
Project #	96114
Modified	12/20/2021
Account Mgr.	Thomas Vasconi
AM Phone	(925) 245-6128
AM Email	tvasconi@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	1/19/2022

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
Meraki Switches					
1	MS350-24X-HW Meraki MS350-24X L3 Stck Cld-Mngd 24xGigE mGig UPOE Switch	Meraki, Inc.	10.00	\$4,242.95	\$42,429.50
2	LIC-MS350-24X-5YR Meraki MS350-24X Enterprise License 5YR	Meraki, Inc.	10.00	\$681.29	\$6,812.90
3	MA-PWR-1025WAC Meraki 1025WAC PSU	Cisco Systems Inc.	10.00	\$915.15	\$9,151.50
4	MA-CBL-TA-1M Preliminary US GPL - Meraki 10 GbE Twinax Cable with	Cisco Systems Inc.	10.00	\$55.57	\$555.70

Professional Services

5	AMS-NI-LAN-MERAKI-EDGE-STACK Labor: Meraki Edge Switch Installation - Stackable	AMS.NET	10.00	\$600.00	\$6,000.00
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fre

6	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00
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ACTION/DISCUSSION

AMS.NET, Inc.

502 Commerce Way, Livermore, CA 94551

925-245-6100 • 925-245-6150 Fax

www.ams.net

Order Summary

Subtotal	\$64,949.60
Adjustment	\$0.00
Estimated Taxes	\$4,561.99
Total	\$69,511.59

Terms and Conditions

1. AMS.NET will require a Purchase Order referencing this Quote # or if a Purchase order is not provided, an authorized representative must sign this quote.

2. Payment terms are Net 30. An interest charge of 1.5% per month will be applied to all accounts past due, plus all costs of collection and reasonable attorneys fees. AMS.NET accepts all major credit cards. A convenience fee of 3.5% will be assessed. Customer agrees to accept multiple invoices for projects that cover multiple sales. In the event that a site's readiness is delayed by the customer, customer agrees to accept and pay invoices that reflect equipment and services already received.

3. Items sold by AMS.NET, Inc. and shipped to destinations in California are subject to sales tax. If an item is subject to sales tax in the state to which the order is shipped, tax is generally calculated on the total selling price of each individual item. In accordance with state tax laws, the total selling price of an order will generally include shipping and handling charges and item-level discounts. The amount of tax charged on your order will depend upon many factors including, but not limited to, the type of item(s) purchased, and the source and destination of the shipment. Factors can change between the time you place an order and the time an invoice is sent, which could affect the calculation of sales taxes. The amount appearing on your proposal as 'Estimated Sales Tax' may differ from the sales taxes ultimately charged. Shipping charges and sales tax will be added to this order when invoiced and the customer agrees to pay these charges.

4. All companies with tax exemption must present a valid Tax Exempt form. If Customer is tax exempt or if tax exempt form is not provided then customer agrees to pay all applicable taxes.

5. All shipments are FOB Origin or Pre-paid and shipped to Dock. Any Special shipping requirements must be clearly stated on all PO's (i.e. inside delivery). If inside Delivery or Lift-gate is required it must be specified and additional fees will incur. Shipping charges that appear on this quote are an estimate, AMS.NET will invoice and the customer will pay the actual shipping charge when identified.

6. Upon delivery of equipment, customer agrees to open all shipments and visually inspect equipment for physical damages. All damages must be reported to AMS.NET within 24 hours of delivery.

7. Returns will be accepted at AMS.NET discretion and are subject to manufacturer returns policies as well. For returns to be approved all merchandise must be in an unopened box and the customer agrees to pay a restocking fee of 15% of the purchase price. Returns must be made within 15 Days of receipt. All shipments must have a valid RMA number from AMS.NET before returning. For RMA requests please contact our Customer Service Department at (800) 893-3660 Ext. 6111. Email RMA requests should be directed to service@ams.net A copy of AMS.NET's full RMA policy is available for review online at www.ams.net/services/procurement-and-financing/

8. The laws of the State of California will apply to this sale.

9. The term "installation date" means the first business day on which installation of the system is complete. Minor omissions or variances in performance of the System that do not materially or adversely affect the operation of the system, shall not be deemed to have postponed the Installation Date. Seller shall use its best efforts to make timely delivery and installation. However, all stated delivery and installation dates are approximate and except as expressly provided in this agreement, Seller shall, under no circumstance, be deemed to be in default hereunder or be liable for consequential, incidental or special damages or commercial loss resulting from delays in delivery or installation.

10. Warranties. AMS warrants to Customer that it has good title to the equipment being sold to Customer under this Agreement, and the right to sell such equipment to Customer free of liens or encumbrances. AMS further warrants to Customer that the equipment being sold to Customer hereunder shall be free from defects in workmanship for a warranty period of thirty (30) days commencing on the later date the equipment is delivered to Customer or the date upon which AMS completes performance of the services to be performed under this agreement (this warranty being hereinafter referred to as an "Installation Warranty"). Except as expressly set forth in this paragraph, AMS does not make, and hereby disclaims, any and all representations or warranties, express or implied, with respect to the equipment or services being provided under this agreement, including but not limited to any implied warranties of merchantability, fitness for a particular purpose, satisfactory quality, against infringement, or arising from a course of dealing, usage or trade practice. AMS shall reasonably cooperate and assist Customer in enforcing any manufacturer warranties with respect to the equipment being sold to Customer under this Agreement. AMS hereby advises Customer, and Customer acknowledges that in the event Customer desires to procure from AMS any warranty protection beyond the warranty of title and the Installation Warranty provided under this Paragraph, Customer may do so by entering into a separate Service Agreement with AMS.

Manufacturer's warranty that is guaranteed is whatever is published by the manufacturer at the time of purchase.

11. Cisco Cloud services purchased from AMS.NET requires customer to accept Cisco's Universal Cloud agreement located on Cisco Systems' Website. This Universal Cloud Agreement describes the rights and responsibilities related to the Cloud Service(s) you purchase from Cisco or an Approved Source and is between you and Cisco. The Universal Cloud Agreement includes the applicable Offer Description(s) located at www.cisco.com/go/cloudterms (collectively "Agreement"). By clicking 'accept,' or using the Cloud Service, you agree to the terms of this Agreement. If you do not have authority to enter into this Agreement, or if you do not agree with its terms, do not click 'accept' and do not use the Cloud Service. If you determine that you cannot comply with the terms of this Agreement after you have paid for the Cloud Service, you may terminate your



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access to the Cloud Service for a full refund provided you do so within thirty (30) days of your purchase.

AMS.NET Tax ID: 94-3291626

C7 License: 763508

Please fax signed Quotation or Purchase Order to your AMS.NET account manager or to 925.245.6150. Full terms and conditions can be viewed on our website at www.ams.net/services/procurement-and-financing/

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____



AMS.NET
Technology Solution Provider

Solution Overview

Prepared for
Pacific Grove Unified School District
December 14, 2021

Prepared by
Nick Heryford

Solutions Engineer
nheryford@ams.net

AMS.NET Project Approach

AMS.NET Project Methodology and Approach

AMS.NET's project approach is based on the Project Management Institute's PMBOK and its foundational standards. Your AMS.NET project team will collaborate with your technical team to:

- Identify project requirements
- Define project roles and expectations
- Proactively plan, document and coordinate project activities
- Execute the agreed upon deliverables in line with the scope of work
- Verify appropriate acceptance testing is performed and documented
- Provide relevant status updates via regular meetings and meeting minutes
- Deliver thorough final documentation of your equipment and its configuration (as applicable)

The project phases and activities listed below provide an outline for your implementation; these phases will be planned in greater detail by your project manager as a part of the design and planning phase. Adherence to the defined project plan will ensure timely completion.

Project Phases and Life Cycle				
Discovery & Preparation	Design & Planning	Implementation	Project Closeout	Support & Maintenance
Perform Kick-Off Meeting Identify Project Goals and Requirements Perform Physical and Logical Information Gathering Activities	Technical Planning and Design Approval Meetings Project Plan and Schedule Presentation Configuration of Equipment Pre-Installation Meeting Pre-Installation Acceptance Testing	Project Installation as Defined in Project Plan Post-Installation Acceptance Testing Enhanced* or Standard Post-Cutover Support System Administrator Training* End User Training *If purchased	Virtual Site Walk Punch List Completion Final Documentation Submission Project Completion Statement Sign Off *If purchased	30-Day Workmanship Warranty Flex and Premium Flex Contract Support* Managed Services* *If purchased

General Customer Responsibilities and Project Assumptions

Outlined below are general customer responsibilities and project assumptions to ensure the project runs smoothly and efficiently.

General Customer Responsibilities

Delivery of services and the project success is dependent on collaboration between project team members. Accurate and complete information from the customer project team will directly affect the success and quality of the project cycle. In addition to any activities identified in the Statement of Work, customer's responsibilities include:

- Customer will assign a primary contact that will be responsible for helping AMS.NET to identify information owners and will assist with obtaining timely responses to requests for data and information.
- Provide AMS.NET with necessary facilities access which may include building keys, passes, alarm codes and parking access.
- Customer will observe the agreed upon Communication Plan
- Customer will provide an adequate work space and Internet access while the AMS.NET team is onsite.
- If facilities are unavailable during the day, reasonable access to perform work after hours and on weekends must be provided. In all events a minimum 9 hours of access must be provided each day.
- If project scope includes additional vendors, customer must make introductions and access must be available to vendor primary contacts.
- An Equipment Delivery Letter for stored goods and materials must be signed and return at the start of the project.
- Customer is responsible for the removal and disposal of E-Waste, trash, etc.
- Customer must notify AMS.NET to any hazardous materials which may be present in the work area

UPS Environmental and Physical Logistics Customer Requirements

There are several areas which will need to be verified and addressed pre-installation including:

- **Rack Depth-**
UPS equipment rack depth requirements can vary so please be sure your current depths are adequate to accommodate purchased systems.
- **Rack Height Requirements-**
The height of a rack, and the height of equipment in it, is expressed in "rack units" (a rack unit is 1.75 inches, or 44.45mm). The actual height of a 42U rack is therefore $42 \times 1.75 = 73.5$ inches. A 2U UPS System would occupy two of the available 42 rack units. Be sure to make an accurate assessment of the amount of rack space you currently need and allow for future growth.

- **Can the rack/enclosure handle the weight of your equipment?**
Racks have a weight limit. Make sure that the capacity of the rack is greater than the total weight of the equipment being mounted.
- **Seismic Protection-**
Seismic enclosures have a rugged welded construction and are tested to Seismic Zone 4 standards, making them ideal for sites that are earthquake-prone.
- **Power Requirements-**
 - How much power does your equipment require?
 - What is the voltage of your power source and will it accommodate the new UPS system?
 - How many receptacles do you need and what type will accommodate the new UPS system?

Project Assumptions

With more than 25 years of expertise and a proven project methodology, we've outline project assumptions that allow AMS.NET to complete this engagement in an efficient and timely manner. The assumptions listed below set forth the expectations of the working relationship between Pacific Grove Unified School District and AMS.NET. Project Assumptions include:

- In line with green practices and efficiency, AMS.NET project managers will conduct meetings via web conferencing tools and engineers will remote into networks when possible. Customer must provide VPN access to networks.
- Based on our experience, best practices and project scope, AMS.NET will determine and assign the proper engineering resources.
- A mutually agreed upon meeting cadence will be set to ensure that the expectations of the engagement are met.
- We rely on the accuracy of instructions, authorizations, approvals and other information provided by key stakeholders.
- Pacific Grove Unified School District project stakeholders will provide necessary documentation and support for any legacy system integrations required during the installation and implementation of the project. AMS.NET resources will do their best to gather as much of this information during the discovery phase in order to ensure successful legacy integration where possible.
- There will be an agreed upon time period after final documentation signoff and prior to installation when changes will not be accepted. Adequate time for programming and cutover preparation is needed to ensure the accuracy of project implementation.

Premium Flex Time Guidelines and Limitations

If Pacific Grove Unified School District was quoted Premium Flex Time plans, please see below for the applicable guidelines and limitations. Premium Flex Time hours are indicated by the prefix AMS-MS-FLEX-PRE on your Quotation and are quoted in pre-paid blocks of hours. Premium Flex Guidelines and Limitations include:



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- Flex Time plans do not expire and are available until the hours and funds are fully utilized. New or additional purchases of Flex Time plans will be subjected to the new discount rates, guidelines and limitations.
- Flex Time Plans are for technical services and professional consultation only and cannot be used for materials.
- Flex Time Plans are required to be paid upfront before the service is performed. Flex Time Plans are a retainer-based engagement.
- Technical services hours are deducted as the technical service is performed. On-site technical support consists of travel time both ways and a minimum of one-hour on-site then deducted in 30-minute increments. Remote technical support is deducted in 30-minute increments. Please note that any scheduled engagement cancellations not arising from AMS.NET will incur a 1-hour minimum charge as well as any travel time expended.
- Business hours are Monday through Friday 8am to 5pm excluding company reserved holidays. Pre-scheduled after-business hour technical support is available Monday through Friday and Saturday from 5pm to 12am and requires a 24x7 Flex Time plan. Emergency after hours support requires a 24x7 Flex Time plan.

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Cisco Meraki Statement of Work Overview

AMS.NET, through its Professional Services (PS) division is pleased to provide the Pacific Grove Unified School District our Statement of Work (SOW) to assist in defining the solution design for Pacific Grove Unified School District - Districtwide - Meraki PoE Switches - 96114. AMS.NET's project management team looks forward to working with Pacific Grove Unified School District on this important engagement.

AMS.NET will conduct discovery sessions with Pacific Grove Unified School District subject matter experts (SMEs) to gather and review the current infrastructure and systems management strategy. Agendas will be determined in advance working with Pacific Grove Unified School District's project manager to minimize the disturbance to Pacific Grove Unified School District's SMEs.

This Statement of Work (SOW) and any exhibits, appendices, schedules, and attachments to it is made pursuant to the Project No. 96114, the terms of which are incorporated herein by reference, by and between Pacific Grove Unified School District ("Customer," "you," "your", "Pacific Grove Unified School District") and AMS.NET, ("AMS," "us," "we," "our"), or our affiliate, and sets forth the services to be performed by us related to Pacific Grove Unified School District - Districtwide - Meraki PoE Switches - 96114 ("project").

This SOW, together with the quote, represents the complete baseline for scope, services, service deliverables and acceptance applicable to this project. Any terms not otherwise defined herein will assume the meanings set forth in the work order.

This SOW and the associated Work Order expire 3 months after the date they were delivered to the customer for signature, unless they have been formally extended in writing by AMS.NET.

Cisco Meraki Statement of Work

AMS.NET is pleased to provide Pacific Grove Unified School District with the following statement of work for Cisco Meraki configuration services. A Cisco Meraki solution delivers leading Cisco technologies to connect people, data and things with more intelligence, security and efficiency. Providing a robust and stable wireless solution is essential in today's working and learning environment. AMS.NET will design your solution based on the following key areas of importance in the deployment and configuration of the Cisco Meraki solution.

AMS.NET will work with the Pacific Grove Unified School District team to:

- Configure Cisco Meraki Wireless Access Points to support end user mobile connectivity
- Configure Cisco Meraki Switch to support wired connectivity
- Configure Cisco Meraki Security Appliance to support end user security

Meraki Switches

AMS.NET will evaluate the Meraki switches and recommend suggested changes to better align with the Pacific Grove Unified School District's current requirements. AMS.NET will perform the following in accordance with the Pacific Grove Unified School District requirements.

- **Configuration –**
 - Interface settings (physical, logical and IPs)
 - Routing (dynamic routing protocol or static routes)
 - High availability setup (if purchased)
 - Management settings (users, remote access, AAA, SNMP and syslog)
- **Acceptance Testing-**
 - Include high availability scenarios (if purchased)
 - Conduct user acceptance testing with key customer personnel
 - Obtain customer acceptance of the test
- **Implementation –**
 - Document roll-back procedure
 - Have customer declare “frozen zone” - the period of time where no changes in current switch environment will occur
 - Configure switch with customer approved configuration
 - Schedule maintenance window when cut over will occur
 - Run through test plan after migration

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- **Monitor-**

- Monitor to ensure critical services are up and running
- Be available to troubleshoot and fix any errors
- Have customer sign implementation completion form

Post Deployment Review

During the project kickoff Pacific Grove Unified School District and AMS.NET will identify a post deployment review date.

On this date, AMS.NET engineers will reevaluate the configurations of all components to ensure that the Pacific Grove Unified School District is achieving the optimal results. If any issues are identified AMS.NET will prepare a remediation plan and present to the Pacific Grove Unified School District.

AMS.NET will adjust the configuration of devices as required in this remediation plan to address all issues. This will serve as the final acceptance by the Pacific Grove Unified School District of proper system operation.

Exclusions

- **Physical Cabling** - In the event any issues are identified with the physical cabling plant the Pacific Grove Unified School District will be responsible for rectifying all issues before project completion.
- **SNMP** - Pacific Grove Unified School District will be responsible for configuration of SNMP on any devices not included in this scope of work.
- **Heat Maps** – While Heat Maps will be generated by the Cisco Meraki dashboard these will be estimates only and not based on actual environment. These maps will not take into account obstructions such as walls and should be used only for estimation of coverage and identification of potential coverage holes.
- **DHCP Scopes**- Creation of DHCP scopes and VLAN infrastructure when not already in place.

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

SUBJECT: Contract for Service to Park Planet for Playground Installation at Robert Down Elementary

DATE: January 20, 2022

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for Park Planet to replace a playground at Robert Down Elementary.

BACKGROUND:

This project is to replace the existing playground nearest to the baseball field. The current structure has come to the end of its useful life, and safety will become a concern soon. It is surrounded by sand with no ADA entrance into the play area.

INFORMATION:

Park Planet proposed three designs to the Robert Down School Site Council in December. A sandbox, turf hill, and DG walkway were added from that meeting. Additionally, some of the apparatuses were changed out to provide spaces for all students. The proposed project incorporates all the agreed recommendations from the Council.

The base price is for the removal and replacement of the current structure. Item 19 of the proposal is for the Play Turf Hill and DG pathway. Staff is proposing approval of the base bid and Add Alts. Materials will not arrive until early Summer 2022, with an anticipated completion of early August 2022.

FISCAL IMPACT:

Proposed Contract

Measure D RD Playground Project (Park Planet Contract) - \$155,916.25

Current Project Budget

Measure D Project Budget	\$100,000.00
<Add> Remaining Funds from Mower Purchase	<u>\$59,167.99</u>
Current Budget	\$159,167.99

Note

The remaining funds from the mower project were to purchase a second but smaller mower. Because of price increases and global shortages staff concluded that the second mower will be purchased in Series B. The remaining funds will be used to increase the budget to the proposed project.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

Park Planet	959805		
CONTRACTOR	SOCIAL SECURITY NUMBER BUSINESS ID # LICENSE #		
415 Elm Street	Red Bluff	CA	96080
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

WITNESSETH: That the Contractor and the Owner for the consideration hereinafter named agree as follows:

Article I. **SCOPE OF WORK.** The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the Work in a good and workmanlike manner, free from any and all liens and claims from mechanics, material suppliers, subcontractors, artisans, machinists, teamsters, freight carriers, and laborers required for:

Robert Down Elementary School
485 Pine Ave

Installation of playground, sandbox, DG path, and Play Turf

Article II. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents listed in Article 1.1.1 of the General Conditions form the Contract Documents which form the Contract.

Article III. **TIME TO COMPLETE.** Services shall begin on or about January 21, 2022 and shall be completed on or before October 31, 2022.

Article IV. **PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds One hundred fifty-five thousand nine hundred sixteen 25/100 dollars (\$155,916.25) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof.

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for work performed, so long as any lawful or proper direction given by the Owner concerning the Work, or any portion thereof, remains uncomplished with. Payment shall not be a waiver of any such direction.

Source of Funds: Measure D

Article V. **CHANGES.** Changes in this Agreement or in the Work to be done under this Agreement shall be made as provided below.

A change order (CO) is a written instrument signed by the Owner and the Contractor, and approved by the Owner's Governing Board, stating the agreement of Owner and Contractor upon all of the following:

- A. A change in the Work;
- B. The amount of the adjustment in the Contract Sum, if any; and
- C. The extent of the adjustment in the Contract Time, if any.

Unless expressly stated otherwise in the CO, any CO executed by Owner and Contractor constitutes and includes full and complete money and time (including but not limited to, adjustments to money and time) for all costs and effects caused by any of the changes described within it. Unless expressly stated otherwise in the CO, in consideration for the money received for the changes described in the CO, Contractor waives all Claims for all costs and effects caused by any of the changes, including but not limited to labor, equipment, materials, delay, extra work, overhead (home and field), profit, direct costs, indirect costs, acceleration, disruption, impaired productivity, time extensions, and any the costs and effects on Subcontractors and suppliers of any tier.

A Construction Change Directive (CCD) is a written unilateral order signed by the Owner directing a change in the Work and stating an adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by CCD, without invalidating the Contract, order changes in the Work

within the general scope of the Contract consisting of additions, deletions, or other revisions.

A CCD shall be used in the absence of agreement on the terms of a CO. If Contractor disagrees with the terms of a CCD, it shall nevertheless perform the work directed by the CCD, but it may pursue the Notice of Potential Change if Contractor believes it is entitled to changes in the Contract Sum or Contract Time.

Article VI. **TERMINATION.** Contractor may only terminate for cause if the Work is stopped by others for a period of one hundred eighty (180) consecutive days through no act or fault of the Contractor, a Subcontractor of any tier, their agents or employees, or any other persons performing portions of the Work for whom the Contractor is contractually responsible, and the Work was stopped by others for one of the following reasons: (A) Issuance of an order of a court or other public authority having jurisdiction which requires Owner to stop all Work; or (B) an act of government, such as a declaration of national emergency, making material unavailable which requires Owner to stop all Work. If such grounds exist, the Contractor may serve written notice of such grounds on Owner and demand a meet-and-confer conference to negotiate a resolution in good faith within twenty (20) days of Owner's receipt of such notice. If such conference does not lead to resolution and the grounds for termination still exist, Contractor may terminate the Contract and recover from the Owner payment for Work executed and for reasonable verified costs with respect to materials, equipment, tools, construction equipment, and machinery, including reasonable overhead, profit, and damages for the Work executed, but excluding overhead (field and home office) and profit for (i) Work not performed and (ii) the period of time that the Work was stopped.

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;
- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

Article VII. **PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof,

the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

The Contractor and any subcontractor under the Contractor as a penalty to the Owner shall forfeit not more than Two Hundred Dollars (\$200.00) for each calendar day or portion thereof for each worker paid less than the stipulated prevailing rates for such work or craft in which such worker is employed. The difference between such stipulated prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than the stipulated prevailing wage rate shall be paid to each worker by the Contractor.

The Contractor and each Subcontractor shall keep or cause to be kept an accurate record for Work on this Contract and Project showing the names, addresses, social security numbers, work classification, straight time and overtime hours worked and occupations of all laborers, workers and mechanics employed by them in connection with the performance of this Contract or any subcontract thereunder, and showing also the actual per diem wage paid to each of such workers, which records shall be open at all reasonable hours to inspection by the Owner, its officers and agents and to the representatives of the Division of Labor Law Enforcement of the State Department of Industrial Relations. The Contractor and each subcontractor shall furnish a certified copy of all payroll records directly to the Labor Commissioner.

Public works projects shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations. A contractor or subcontractor shall not be qualified to submit a bid or to be listed in a bid proposal subject to the requirements of Public Contract Code section 4104 unless currently registered and qualified under Labor Code section 1725.5 to perform public work as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code. A contractor or subcontractor shall not be qualified to enter into, or engage in the performance of, any contract of public work (as defined by Division 2, Part 7, Chapter 1 (§§1720 et seq.) of the Labor Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Article VIII. **WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that

compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

Article IX. **INDEMNIFICATION AND INSURANCE.** The Contractor will defend, indemnify and hold harmless the Owner, its governing board, officers, agents, trustees, employees and others as provided in the General Conditions.

By this statement the Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. The Contractor shall supply the Owner with certificates of insurance evidencing that Workers' Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days' notice of cancellation.

Contractor shall provide the insurance set forth in the General Conditions. The amount of general liability insurance shall be \$1,000,000.00 per occurrence for bodily injury, personal injury and property damage and the amount of automobile liability insurance shall be \$1,000,000.00 per accident for bodily injury and property damage combined single limit.

Article X. **ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

Article XI. **EXECUTION OF OTHER DOCUMENTS.** The parties to this Agreement shall cooperate fully in the execution of any and all other documents and in the completion of any additional actions that may be necessary or appropriate to give full force and effect to the terms and intent of the Contract.

Article XII. **EXECUTION IN COUNTERPARTS.** This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy, or an original, with all signatures appended together, shall be deemed a fully executed Agreement.

Article XIII. **BINDING EFFECT.** Contractor, by execution of this Agreement, acknowledges that Contractor has read this Agreement and the other Contract Documents, understands them, and agrees to be bound by their terms and conditions. The Contract shall inure to the benefit of and shall be binding upon the Contractor and the Owner and their respective successors and assigns.

Article XIV. **SEVERABILITY; GOVERNING LAW; CHOICE OF FORUM.** If any provision of the Contract shall be held invalid or unenforceable by a court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof. The Contract shall be governed by the laws of the State of California. Any action or proceeding seeking any relief under or with respect to this Agreement shall be brought solely in the Superior Court of the State of California for the County of Monterey, subject to transfer of venue under applicable State law, provided that nothing in this Agreement shall constitute a waiver of immunity to suit by Owner.

Article XV. **AMENDMENTS.** The terms of the Contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever except by written agreement, including change orders, signed by the parties and approved or ratified by the Governing Board.

Article XVI. **ASSIGNMENT OF CONTRACT.** The Contractor shall not assign or transfer by operation of law or otherwise any or all of its rights, burdens, duties or obligations without the prior written consent of the surety on the payment bond, the surety on the performance bond and the Owner.

Article XVII. **WRITTEN NOTICE.** Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the firm or to an officer of the corporation

for whom it was intended, or if delivered at or sent by registered or certified or overnight mail to the last business address known to the person who gives the notice.

This Agreement is entered into this 21 day of January, 2022.

For the Site/Program:

OWNER CONTRACTOR:

Site/Program Administrator DATE

(Title)

For the District:

SIGNED BY (Contractor) DATE

Director of Human Resources DATE

CALIFORNIA CONTRACTOR'S LICENSE NO.

Assistant Superintendent DATE

LICENSE EXPIRATION DATE

PGUSD Board Approved on _____

NOTE: Contractor must give the full business address of the Contractor and sign with Contractor's usual signature. Partnerships must furnish the full name of all partners and the Agreement must be signed in the partnership name by a general partner with authority to bind the partnership in such matters, followed by the signature and designation of the person signing. The name of the person signing shall also be typed or printed below the signature. Corporations must sign with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and designation of the chairman of the board, president or any vice president, and then followed by a second signature by the secretary, assistant secretary, the chief financial officer or assistant treasurer. All persons signing must be authorized to bind the corporation in the matter. The name of each person signing shall also be typed or printed below the signature. Satisfactory evidence of the authority of the officer signing on behalf of a corporation shall be furnished.

J:\wdocs\90005\004\agt\00438454.DOC

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

SUBJECT: Non-Contact Boxing Physical Education Unit

DATE: January 20, 2021

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve contracted services with Boxing Strong for the 2021-2022 school year.

BACKGROUND:

This is a new service. It has been recommended to be used regularly with students with special needs.

INFORMATION:

Boxing Strong helps educate the students about the Olympic sport of boxing while promoting physical endurance such as agility, strength, coordination, stability, power, speed, balance, and self-defense. The students will learn the history, creativity, critical thinking, cooperation, leadership of boxing. It will be taught during the students PE classes.

How: With one to two Coaches teaching, practicing and evaluating students on the following learning progression:

Level 1 - Boxing Basics

Stance, Guard, 6 offense and 6 defense movements

Level 2 - Adding footwork

Moving forward, backward and laterally with offensive and defensive movements

Level 3 - Understanding Levels and Targets

Applying offensive and defensive movements to different levels and targets

Level 4 - Creating Complex Combinations

Putting offense, defense, footwork and levels together to create a complex combination

FISCAL IMPACT:

\$1,000 for a two weeks (six day) of instruction in Olympic Boxing for the entire Pacific Grove Middle School for 2021-22 school year. This is a new cost. The funding source of \$500 would be paid by GATE and the other \$500 will be paid by Middle School donations.

Independent Contractor Agreement

Non-Contact Boxing Physical Education Unit

Boxing Strong® and Pacific Grove Middle School

This Agreement is made and entered into as of the _____ day of _____,
by and between Pacific Grove Middle School (PGMS) and Boxing Strong® (“Contractor”)
(collectively, the “Parties”).

RECITALS

A. PGMS desires to engage Contractor as an independent contractor to provide the services described in Section 1 of this Agreement.

B. Contractor represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees, if any.

C. PGMS desires to engage Contractor and Contractor desires to serve PGMS to perform these services in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants contained herein, the Parties hereby agree as follows:

1) Duties:

Contractor’s duties, description of services to be performed and/or products to be created (collectively, the “Work”) are set forth in Schedule A, attached hereto and incorporated into this Agreement by this reference. Schedule A may be amended in writing, agreed by both Parties and with minimum 7 days notice.

2) Contractor’s Services:

A. Scope of Services. PGMS may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement.

B. Class Management. Contractor shall arrive at the class no later than ten (10) minutes prior to the scheduled class start time. Contractor and class participants shall vacate no later than five (5) minutes following the scheduled class end time.

C. Class Advertising Materials. Contractor shall submit all class promotion/advertising materials that include the Department’s name, address or phone number to PGMS Principal for review and approval prior to Contractor’s distribution or posting of the advertising materials. Class promotion/advertising materials are subject to the Department’s policies regarding class publicity.

D. Personnel. Contractor has, or will secure at its own expense, all personnel, if any, required to perform the services required under this Agreement. All of the services required under this Agreement shall be performed by Contractor and under its supervision, and all personnel engaged in the work shall be qualified to perform such services. Individuals or entities substituting for Contractor as instructors during any class shall be approved in advance by the Principal, or his or her designee. Contractor shall be solely responsible for paying all approved substitute instructors.

E. Class Participant Waiver and Release. PGMS shall have all class participants, parents, or legal guardians of participants that are minors, sign a waiver and release of all claims for personal injury and property damage. The waiver and release shall be in a form approved by PGMS. PGMS shall have the waiver and release signed prior to the first day of class.

F. Videos and Photographs of Class Participants. Contractor shall not permit any individual or entity to videotape or photograph class participants during class instruction times, except PGMS staff. Contractor may keep a digital record of the class, showcasing the methods and participants for its marketing and publication purposes, subject to the consent of each class participant.

G. Class Cancellation. Contractor may only cancel a class in the event of an emergency and with the approval of the Principal, or his or her designee. Contractor shall provide the School notice of a class cancellation at least twenty- four (24) hours prior to the scheduled class start time. If Contractor cannot provide twenty- four (24) hours' notice of a class cancellation, Contractor should inform the Principal of the class cancellation as soon as possible prior to the scheduled class start time.

H. Make-Up Classes. Make-up dates for canceled classes must be approved in advance by the Principal, or his or her designee. Contractor must complete the following tasks prior to scheduling a make-update:

1) Contractor shall inform the Program Director, or his or designee, as soon as Contractor has knowledge that it will be absent from a scheduled class time;

2) Contractor shall request a make-up date for the cancelled class and, if PGMS can accommodate the request, the Principal, or the designee, will schedule the make-up date.

I. Standard of Performance. Contractor shall perform all services under this Agreement in accordance with the standard of care generally exercised by the like-professionals under similar circumstances and in a manner reasonably satisfactory to PGMS.

J. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes, regulations and requirements applicable to this Agreement.

K. Licenses, Permits and Certificates. Contractor shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by federal, state or local law for the provision of services under this Agreement, including a business license. Contractor shall provide proof of required licenses, permits and certificates to PGMS upon PGMS's request.

3) Term of Agreement:

This Agreement shall commence on the date set forth above and shall remain in effect until completion of service unless sooner terminated as provided in Section 10 of this Agreement or extended. This Agreement shall immediately terminate upon the occurrence of any of the following events:

- a. Death or dissolution of either of the Parties;
- b. Bankruptcy or insolvency of either of the Parties;
- c. Breach of this Agreement by Contractor.

Notwithstanding the foregoing, the following sections of this Agreement shall survive its expiration or termination: 4, 6, 7, and 8.

4) Contractor's Representations and Warranties:

Contractor represents and warrants that, except as otherwise described in Schedule A:

4.1) In performing the Work described in this Agreement and in Schedule A, Contractor will employ Contractor's best technical procedures, skill, and judgment. Contractor will perform the Work in a manner consistent with PGMS's best interests and shall take all steps and precautions necessary for the prevention of damage or injury to the property of PGMS, or its facilities/operational sites, and to prevent injury to any of PGMS's students, staff, guests, or other contractors.

4.2) Contractor will provide the Work as described in Schedule A that conforms to the specifications agreed upon between PGMS and Boxing Strong® and in compliance with reasonable rules and regulations established by PGMS for conduct at its facility or sites of operation. Subject to any time limit(s), PGMS's hours of operation, or other schedule considerations specified in an attached Schedule A, Contractor shall program the Work outside of classes at his/her own time and provide or create the Work at his/her own pace.

4.3) Contractor has and will maintain a certificate from one or more relevant sports or personal training agencies, valid for training in the State of California. Contractor has the training and ability to perform the Work described in this Agreement and Schedule A in a professional manner, without the supervision and in compliance with the training parameters and restrictions of Contractor's certifying agency.

4.4) During the period of the Work with PGMS students, Contractor can provide students with information regarding products and services offered by Boxing Strong®, including the sale of retail merchandise stocked by Boxing Strong®.

5) Contractor's Declarations:

5.1) Contractor is an independent contractor. Contractor is not an agent or employee of PGMS. Contractor shall have no right to bind PGMS, and PGMS shall not be liable on account of any action or inaction on the part of Contractor, except as otherwise specifically provided in this Agreement or an attached Schedule.

5.2) Contractor is responsible for and possesses, or will timely obtain all necessary licenses or permits to perform the Work for PGMS under this Agreement. The Contractor shall comply with all applicable federal, state, and local laws in performing the Work under this Agreement.

5.3) Contractor shall be responsible for his/her own self-employment, payroll, and income taxes and shall indemnify, defend, and hold harmless PGMS from and against the same.

5.4) Contractor shall not be entitled to any unemployment compensation, health insurance, disability insurance, workman's compensation insurance, or other benefits not specified in this Agreement or an attached Schedule while providing, or on account of providing, Work to PGMS.

5.5) Contractor shall perform Work for PGMS under this Agreement on a non-exclusive basis and shall retain the right to provide the same or similar product(s) and/or services to other individuals or entities, provided that such work does not interfere with the ability of Contractor to fulfill its obligations to PGMS under this Agreement.

5.6) By this instrument, Contractor agrees to voluntarily release, exempt and discharge PGMS, its owners and agents, from all liability and responsibility for personal injury and damages and from all claims or actions arising from or related to Contractor's participation in a fitness/training program. This release, waiver and assumption of risk shall be binding upon Contractor's heirs, executors, administrators, successors and assigns and any person or entity who claims through Contractor or on his or her behalf.

6) Compensation:

6.1) Compensation. As full compensation for Contractor's services provided under this Agreement, PGMS shall pay Contractor \$1000 for 6 days (3 days per week, 2 week period) of instruction. Boxing Strong® is not liable for compensation of PGMS staff (including volunteers) participating in the providing the Work.

6.2) Expenses. The maximum compensation set forth in paragraph 6.1 shall include reimbursement for all actual and necessary expenditures reasonably incurred by Contractor in the performance of this Agreement. Any additional expenses incurred by the Contractor must be approved by the Principal or his or her designee.

6.3) Payment. PGMS shall pay the maximum compensation set forth in Section 6.1 of this Agreement upon completion of the two(2)-week session. PGMS shall not withhold federal payroll, state payroll or other taxes, or other similar deductions, from payments made to Contractor. Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement.

6.4) Audit of Records. Contractor shall make all records maintained by Contractor in connection with this Agreement available during Contractor's regular working hours to PGMS for review and auditors.

7) Insurance:

7.1) Contractor shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as described in this Section 7. If Contractor maintains higher limits than the minimums required under this Section., PGMS shall be entitled to coverage at the higher limits maintained by Contractor.

7.2) Commercial General Liability Insurance with coverage in an amount not less than One Million Dollars (\$1,000,000) per occurrence, One Million Dollars (\$1,000,000) general aggregate per project or location, for bodily injury, personal injury and property damage, including, blanket contractual liability.

7.3) Umbrella or excess liability insurance policy with limits not less than Three Million Dollars (\$3,000,000) that will provide bodily injury, personal injury and property damage liability coverage at least as broad as the primary coverages set forth in this Section 7, including commercial general liability and employer's liability. The umbrella or excess liability policy or policies shall include the following terms and conditions: (a) a drop down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason; (b) pay on behalf of wording as opposed to reimbursement; (c) concurrency of effective dates with primary policies; (d) the policies shall "follow form" to the underlying primary policies; and (e) the insureds under the primary policies shall also be insureds under the umbrella or excess policies.

7.4) Additional Insured. The commercial policies and, if applicable, excess liability policies shall provide or be endorsed to provide that PGMS, its officers, employees, agents and volunteers shall be additional insureds under the policies. The commercial general liability coverage may be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Contractor's insurance, or as a separate owner's policy.

7.5) Primary and Non-Contributing. The insurance policies required under this Section 7 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to PGMS. Any insurance or self-insurance maintained by PGMS, its officers, employees, agents or volunteers, shall be in excess of Contractor's insurance and shall not contribute with it.

7.6) Contractor's Waiver of Subrogation. The insurance policies required under this Section 9 shall not prohibit Contractor and Contractor's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Contractor hereby waives all rights of subrogation against PGMS.

7.7) Cancellations or Modifications to Coverage. Contractor shall not cancel, reduce or otherwise modify the insurance policies required by this Section 7 during the term of this Agreement. The commercial general and automobile liability policies and, if applicable, excess liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) days' prior written notice to PGMS. If any insurance policy required under this Section 9 is canceled or

reduced in coverage or limits, Contractor shall, within two (2) business days of notice from the insurer, phone, fax or notify PGMS via certified mail, return receipt requested, of the cancellation of or changes to the policy.

7.8) Evidence of Insurance. Prior to the performance of services under this Agreement, Contractor shall furnish PGMS with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 7. The endorsements are subject to PGMS's approval. Contractor may provide complete, certified copies of all required insurance policies to PGMS. Contractor shall maintain current endorsements on file with PGMS.

8) Confidentiality:

Both parties acknowledge that during the engagement he/she will have access to various trade secrets, client information, processes, information, records, and products (tangible and intellectual) owned by both Parties and/or used by both Parties in connection with the operation of its business including, without limitation. Both Parties agree not to disclose any of these materials or information, directly or indirectly, or use any of them in any manner, either during the term of this Agreement or at any time thereafter, except as required in the course of this Agreement. All records, documents, files, fitness programs, specifications, information, and similar items relating to the Work, shall remain the exclusive property of Boxing Strong®. Upon the expiration or termination of this Agreement, or whenever earlier requested by PGMS, Contractor shall immediately (within 24 hours) deliver all files, records, documents, information, and other materials of PGMS in his or her possession.

9) Ownership of Property:

All products or inventions created by Boxing Strong®, his or her employees or agents arising from or reasonably related to the explicit Work for PGMS, any proprietary, trademarked or copyrighted material held privately by the Contractor, shall be the property of Boxing Strong®. Upon request, PGMS will provide, execute, and return to Boxing Strong® whatever documents, information, and materials are in Contractor's possession or reasonably available to Contractor to enable Boxing Strong® to protect its copyrights, patents, trade secrets, and other intellectual property rights in any materials produced as a result of this Agreement. Any equipment, keys or key cards that were provided to Contractor by PGMS for use under the terms of this Agreement must be returned to PGMS within 7 days of the request.

10) Termination of Agreement:

10.1). Right to Terminate. PGMS and Contractor may terminate this Agreement at any time, at will, for any reason or no reason, after giving written notice to the other party at least seven (7) calendar days before the termination is to be effective.

10.2) Termination on Death. This Agreement terminates on the death of the Contractor. In such event, Contractor's beneficiary shall be paid the amounts due to Contractor hereunder, if any. The payments shall be made to:

Print Name: Matthew Lujan
 Print Address: 97 Alta Mesa Cir., Monterey, CA 93940

10.3). Obligations upon Termination. Contractor shall cease all work under this Agreement on or before the effective date of termination specified in the notice of termination. In the event of termination of this Agreement, PGMS shall pay Contractor in accordance with Section 3 of this Agreement. In no event shall Contractor be entitled to receive more than the amount that would be paid to Contractor for the full performance of the services required by this Agreement.

11) Entire Understanding:

This Agreement is intended by the Parties as the final expression of their agreement with respect to such terms and conditions as are included herein and as the complete and exclusive statement of their agreement and may not be contradicted by evidence of any prior agreement or of a contemporaneous oral agreement, nor explained or supplemented by evidence of consistent additional terms. The Parties each acknowledge that no one has made any promise, representation or warranty whatsoever, express or implied, written or oral, not contained herein to induce them to execute this Agreement, and that this Agreement is not executed in reliance upon any such promise, representation or warranty. All subsequent modifications of this Agreement shall be in writing and signed by the Parties. The Parties each acknowledge and agree that this Agreement is to be construed as a whole according to its fair meaning and not in favor of nor against any of the Parties as draftsman or otherwise.

12) Assignment:

Contractor shall not assign any of his/her rights, or delegate his/her duties, under this Agreement, without the prior consent of PGMS. Such consent will apply to any agents or employees of the Contractor and may be obtained in written or verbal agreement, based upon discretion of Boxing Strong®.

13) Applicable Law:

This Agreement shall be governed by and construed in accordance with the laws of the State of California applicable to instruments, persons, transactions and subject matter that have legal contacts and relationships exclusively within the State of California.

14) Dispute Resolution:

Any dispute concerning, arising from, or in connection with this Agreement or the Work shall be resolved through good-faith negotiation, and failing that, through binding arbitration as a sole and exclusive remedy forum on an individual basis. No other claim can be involved, accompanied or consolidated as collective or representative action. This arbitration must be conducted in Monterey County, California, confidentially, pursuant to the Federal Arbitration Act. Any resolution of such arbitration shall be documented in writing and will provide full length of justification of its award, assessment of costs, damages and attorney fees. A court of applicable jurisdiction may confirm this arbitration award. The arbitrator shall not have the power or authority to alter, add to, amend or supplement any of the terms of this Agreement or

the Schedules attached hereto. The arbitrator shall not have the power to award any punitive or exemplary damages. By agreeing to binding arbitration, each party acknowledges that it is waiving any right to a jury trial or to have their dispute decided in the courts.

15) Counterparts; Effectiveness:

This Agreement may be executed in multiple counterparts, each of which, when solely executed, shall be deemed an original, but which counterparts together shall constitute one and the same instrument. A signature delivered via facsimile, email, or attachment to email shall be equally as effective as an original signature delivered in-person, by postal mail, or by any other means.

Name and Title of Authorized Representative of PGMS: _____

Date: _____

Signature of Representative: _____

Name and Title of Authorized Representative of Boxing Strong®:

Date: _____

Signature of Representative: _____

Address of Boxing Strong®: _____

_____ Ph. # _____

Schedule A

Description of Work

Services to be performed by, and Duties of, Contractor (collectively, the “Work”):

Contractor shall provide non-contact boxing instruction to the students of Pacific Grove Middle School that are within the training parameters and restrictions of Contractor’s certifying agency and the scope of experience. PGMS staff/volunteers shall assist Boxing Strong® with instruction of their students. Contractor shall report directly to the principal of PGMS or his or her designee in connection with the performance of his/her duties under this Agreement.

Schedule of Work

The Work is scheduled to commence on February 8, Tuesday, 2022 and end on February 17, Thursday, 2022. Classes will be given from the first until the last period on Tuesday, Wednesday and Thursday for 2 weeks in a row. Period schedule is provided and governed by PGMS. The Work is scheduled to account for six(6) full school days, maximum three (3) full days per week.

Service Description:

The goal for this unit is to educate the students about the Olympic sport of boxing. This is not to prepare them for competitive execution of the sport. Children will learn the history, understand the basics and work on physical aspects such as coordination, balance, agility, strength, speed and power. During this unit peer socialization, critical reasoning, stress relief and other mental facets will be emphasized. Students will focus on friendly competitiveness as well as mentorship and leadership in order to promote good sportsmanship and cooperation.

Concepts Covered:

Physical Endurance:

Agility, Strength, Coordination, Stability, Power, Speed, Balance, Self-Defense

Mental Aspects:

History of Boxing, Creativity, Critical Thinking, Cooperation, Leadership

Boxing Theory:

Guidelines, history, women in boxing, olympic sport of boxing, terms and rules.

Outcomes/Performance Assessment:

Upon completion of this unit students will be able to demonstrate boxing basics, understand the history, rules and general provisions of USA Boxing and perform basic conditioning drills.

The assessment will be done to evaluate understanding Learning Progression (see below) at the end of each level. Pass or fail grade will apply with personal comments from the coach to encourage future dedication to sports and physical education.

Learning Progression:

Level 1 - Boxing Basics

Stance, Guard, 6 offense and 6 defense movements

Level 2 - Adding footwork

Moving forward, backward and laterally with offensive and defensive movements

Level 3 - Understanding Levels and Targets

Applying offensive and defensive movements to different levels and targets

Level 4 - Creating Complex Combinations

Putting offense, defense, footwork and levels together to create a complex combination

Class Structure:

Each Class will encompass some the following elements:

- Warm-up
- Technique Recap
- New Technique Review
- Partner Drills
- Boxing Blocks Drills
- Physical Endurance Drills
- Conditioning
- Stretch

Of the elements listed above, Warm-up, Technique Recap and Stretch are mandatory, with the rest being subject to class plan. Each class will have a focus and specific learning outcomes.

Limitations:

The following limitations need to be addressed prior to introducing the program or factoring in pricing options.

Class size (number of students in the class)

Class time (time per class as well as number of classes)

Space (flooring, dimensions, lighting, availability of the hooks for drills equipment, etc)

Equipment (Gear and equipment available at the school or provided by Boxing Strong)

Number of instructors (available teachers to help run the class as well as Boxing Coaches)

Special needs students

Students' receptivity (interests and school's focus)

Gender differences (physical and psychological)

Requirements:

Ability to walk, run, jog, squat, extend the arms laterally and forward, bend elbows and knees, turn head in each direction, rotation at the waist, hip hinge. Basic physical exercises, such as:

Crunches, push-ups, jumping jacks, high knees, squats, lunges, front and lateral raises and extensions. A list of special needs or physical limitations for each student must be obtained at least 2 weeks prior to the start of the unit.

Equipment/Materials:

No gear or equipment is required. If desired, students may acquire boxing gloves and wraps in order to get better quality endurance training, understand the effectiveness of gloves and protect knuckles and wrists with the wraps. Recommendations will be provided if gear is desired.

Should PGMS be willing to purchase gear for the students, a wholesale discount is applicable.

Instructors may use styrofoam noodles as well as double-end bags affixed to basketball hoops. Students are not required to wear gloves and wraps to practice with the aforementioned equipment. Drills equipment such as agility ladders, resistance loops or bands, slip rope, numbers board, etc. may be provided by Boxing Strong.

For the history portion of the unit, the students will be provided with a printout of key points covered, however they are encouraged to take notes in their personal study materials/notebooks.

Considerations:

#1 Safety.

Boxing Strong offers non-contact classes with 6 feet apart spacing as well as mask requirement for students and instructors. All of the instructors are vaccinated or able to provide COVID-19 negative PCR test results weekly, as mandated by the state of CA or adhere to any other CDC guidelines. No sharing of the equipment and proper sanitation of any equipment will take place after each class.

#2 Pre-existing conditions

We recognize every student's individual abilities and conditions. Boxing is a rigorous sport, however, we are offering modifications and necessary accommodations for all levels. Students can learn by observing, if unable to perform. This unit will encompass education in physical and social forms, as such we welcome all students to get any takeaways and experiences that fits their abilities.

#3 Learning progression and materials

While not all students may be able to follow the Learning Progression (see above), Basic Boxing Technique is emphasized in every level, therefore allowing for all level practice with leveling up or down in each class. Study materials for this unit are the printouts of USA Boxing and Olympic Boxing general History and Guidelines.

Signature of PGMS Representative: _____

Name of PGMS Representative: _____ Date _____

Signature of Contractor: _____ Name of Contractor _____

Date _____

**NOTICE
LATE FEE
NON-SUFFICIENT FUNDS FEE
REINSTATEMENT FEE**

Late Fee

Please be advised that if your payment is late (payment is not received within five days of the payment due date indicated on the invoice), you will be charged a late fee of \$25* (where permitted).

Non-Sufficient Funds Fee

Please be advised that if your payment is returned for non-sufficient funds, you will be charged a fee of \$25** (where permitted).

Reinstatement Fee

Please be advised that if your policy is cancelled due to non-payment of the premium and we agree to reinstate your policy, you will be charged a reinstatement fee of \$50*** (where permitted).

These fees are in addition to any premium owed on the policy and each fee can apply more than once during the policy term.

*\$10 in Florida, Maryland, South Carolina

**\$15 in Florida and \$20 in New York

***\$25 in Delaware, Georgia, New Hampshire and New Mexico; and \$15 in Kansas and Nebraska



Fitness and Wellness Insurance

A Member of Philadelphia Insurance Companies

ACTION/DISCUSSION



Tel: 877-438-7459 • Fax: 866-847-4046 • CA License #0377645

Name: Mariya Cavazos
Address: 97 Alta Mesa Cir
Monterey, CA 93940-4601

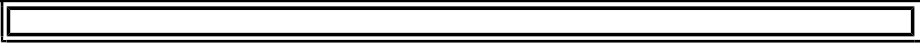
Account #: 83316246
Expiring Policy #: PHPK1830511-002
Renewal Date: 06/04/2021
Policy Type: General and Professional Liability
Policy Limits: \$1,000,000 / \$3,000,000
Total Balance Due*: \$172.00

Total charge includes insurance premium, applicable taxes, and a \$50 Risk Purchasing Group administration fee that is fully earned and non-refundable. If you have made changes to your operations, such as producing videos, leasing or purchasing a facility, or hiring employees, please call customer service for a revised premium.

This payment notice is being sent thirty (30) days prior to the expiration of your current policy. Your policy has been automatically renewed and issued and is enclosed. If payment is not received by your policy expiration date, your renewal will be automatically canceled. Available payment options are below.

Questions? Please call customer service 877-438-7459

If payment has already been made, please disregard this notice. If you do not wish to renew your current coverage, please send an email to service@phly.com specifying the insured name and address, policy number, policy term, effective date of cancellation and reason for cancellation. If this is brokered business please contact your agent to cancel.



Please note the following payment options for renewal of your insurance coverage:

1. You can renew on-line at www.phly.com or by contacting our customer service department at 877-438-7459.
2. You can renew via check made payable to Fitness and Wellness Insurance by mailing your payment notice and check to:

Fitness and Wellness Insurance
P.O. Box 70251
Philadelphia, PA 19176-0251

Note: If you have a landlord, facility owner, or other party to be listed as an additional insured, please attach a list including name and mailing address.

All correspondence should be sent to:
Philadelphia Insurance Companies
Attention: Customer Service
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004

Please detach here



Fitness and Wellness Insurance

If you are an **IDEA** member and your membership has lapsed, please go to www.ideafit.com to activate your membership prior to making payment.

Membership #: _____ Membership Expiration Date: _____
Phone: _____ Email: _____

Name: Mariya Cavazos
Account #: 83316246
Expiring Policy #: PHPK1830511-002
Expiration Date: 06/04/2021
Total Balance Due: \$172.00



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
610.617.7900 • Fax 610.617.7940 • PHLY.com

05/06/2021

Mariya Cavazos
97 Alta Mesa Cir
Monterey, CA 93940-4601

Re: Account #: 83316246
Policy #: PHPK1830511-003

Dear Valued Customer:

Thank you very much for choosing Philadelphia Insurance Companies (PHLY) for your insurance needs. Our first class customer service, national presence and A++ (Superior) A.M. Best financial strength rating have made us the selection by over 150,000 policyholders nationwide. I realize you have a choice in insurance companies and truly appreciate your business.

I wish you much success this year and look forward to building a mutually beneficial business partnership which will prosper for years to come. Welcome to PHLY and please visit PHLY.com to learn more about our Company!

Sincerely,

John W. Glomb Jr.
President & CEO
Philadelphia Insurance Companies



ACTION/DISCUSSION

PHILADELPHIA
INSURANCE COMPANIES

A Member of the Tokio Marine Group

Risk Management Services

PHLY RISK MANAGEMENT SERVICES

Welcome to PHLY Risk Management Services Services, PHLY is familiar with the unique Risk Management Services programming needs of you or organization and has achieved superior results in this area. We are committed to delivering quality and timely loss prevention services and risk control products to your organization. Customer satisfaction through the delivery of these professional products to achieve measurable risk improvement results is our goal. We know the fulfillment of our Risk Management Services commitment is not complete until we deliver upon our promises.

OUR MISSION: We welcome the opportunity to demonstrate how we can tailor a risk management program suitable to our customer's needs. We are committed to providing our customers with improved communications, quicker implementation of loss control servicing initiatives, and specific benchmarking goals that help us quantify the true value of our services.

OUR MOTTO: "Innovative Services Producing Optimum Results:" This mantra reflects our commitment to utilize innovative products and solutions to help our customers achieve measurable results. Customer satisfaction through the delivery of these quality professional products is our goal. We know the fulfillment of our Risk Management Services commitment is not complete until we deliver upon our promises.

In order to gain full access to these resources and others, please take a moment to [register](#) on our [website](#). If you already have an id to PHLY.com, please [login](#) to access Risk Management Services resources.

Risk Management Resources

- IntelliCorp Records, Inc.
- Accountants Resources
- WEMED Loss Assistance Hotline
- in2vate: Web-enabled EPLI (employment practices liability insurance) Risk Management Services

Proprietary Risk Management Services

- PHLY Risk Management Services E-flyers
- Responding to Risk Management Services Recommendations

Contact

- For more information please contact: [Customer Service](#)

800.873.4552

IMPORTANT NOTICE - The information and suggestions presented by Philadelphia Indemnity Insurance Company in this e-brochure is for your consideration in your loss prevention efforts. They are not intended to be complete or definitive in identifying all hazards associated with your business, preventing workplace accidents, or complying with any safety related, or other, laws or regulations. You are encouraged to alter them to fit the specific hazards of your business and to have your legal counsel review all of your plans and company policies.

Philadelphia Insurance Companies is the marketing name for the insurance company subsidiaries of the Philadelphia Consolidated Holding Corp., a Member of the Tokio Marine Group. Your insurance policy, and not the information contained in this document, forms the contract between you and your insurance company. If there is a discrepancy or conflict between the information contained herein and your policy, your policy takes precedence. All coverages are not available in all states due to state insurance regulations. Certain coverage(s) may be provided by a surplus lines insurer. Surplus lines insurers do not generally participate in state guaranty funds and insureds are therefore not protected by such funds. | © 2013 Philadelphia Consolidated Holding Corp., All Rights Reserved.



Regular Meeting of January 20, 2022

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Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004
1-800-759-4961

Commercial Lines Policy

THIS POLICY CONSISTS OF:

- DECLARATIONS
 - COMMON POLICY CONDITIONS
 - ONE OR MORE COVERAGE PARTS. A COVERAGE PART CONSISTS OF:
 - ONE OR MORE COVERAGE FORMS
 - APPLICABLE FORMS AND ENDORSEMENTS
-

IN WITNESS WHEREOF, we have caused this policy to be executed and attested, and, if required by state law, this policy shall not be valid unless signed by our authorized representative.



President & CEO



Secretary

PHILADELPHIA INSURANCE COMPANIES PRIVACY POLICY NOTICE

Philadelphia Indemnity Insurance Company

The Philadelphia Insurance Companies value your privacy and we are committed to protecting personal information that we collect during the course of our business relationship with you. The collection, use and disclosure of certain nonpublic personal information are regulated by law.

This notice is for your information only and requires no action on your part. It will inform you about the types of information that we collect and how it may be used or disclosed. This does not reflect a change in the way we do business or handle your information.

Information We Collect:

We collect personal information about you from the following sources:

- Applications or other forms such as claims forms or underwriting questionnaires completed by you;
- Information about your transactions with us, our affiliates or others; and
- Depending on the type of transaction you are conducting with us, information may be collected from consumer reporting agencies, health care providers, employers and other third parties.

Information We Disclose:

We will only disclose the information described above to our affiliates and non-affiliated third parties, as permitted by law, and when necessary to conduct our normal business activities.

For example, we may make disclosures to the following types of third parties:

- Your agent or broker (producer);
- Parties who perform a business, professional or insurance functions for our company, including our reinsurance companies;
- Independent claims adjusters, investigators, attorneys, other insurers or medical care providers who need information to investigate, defend or settle a claim involving you;
- Regulatory agencies in connection with the regulation of our business; and
- Lienholders, mortgagees, lessors or other persons shown on our records as having a legal or beneficial interest in your policy.

We do not sell your information to others for marketing purposes. We do not disclose the personal information of persons who have ceased to be our customers.

Protection of Information:

The Philadelphia Insurance Companies maintain physical, electronic and procedural safeguards that comply with state and federal regulations to protect the confidentiality of your personal information. We also limit employee access to personally identifiable information to those with a business reason for knowing such information.

Use of Cookies and Opt-Out:

We may place electronic "cookies" in the browser files of your computer when you access our website. Cookies are text files placed on your computer to enable our systems to recognize your browser and so that we may tailor information on our website to your interests. We or our third party service providers or business partners may place cookies on your computer's hard drive to enable us to match personal information that we maintain about you so that we are able to pre-populate on-line forms with your information. We also use cookies to help us analyze traffic on our website to better understand your interests. Although we do not use your non-public personal information for this purpose, you may opt-out of cookies and advertising features through one of the available options including but not limited to Ads Settings in Google.com or the Network Advertising Initiative (NAI) Consumer Opt-out. Opting out does not mean you will no longer receive online advertising. It does mean that companies from which you opted out will no longer customize ads based on your interests and web usage patterns using cookies.

How to Contact Us: Philadelphia Indemnity Insurance Company, One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
Attention: Chief Privacy Officer



Philadelphia Indemnity Insurance Company

One Bala Plaza, Suite 100, Bala Cynwyd, Pennsylvania 19004

COMMON POLICY DECLARATIONS

Policy Number: PHPK1830511-003

Named Insured and Mailing Address:

Mariya Cavazos
97 Alta Mesa Cir
Monterey, CA 93940-4601

Producer: 125725

Maguire Insurance Agency, Inc. FWI
1 Bala Plz Ste 100
Bala Cynwyd, PA 19004-1401

Policy Period From: 06/04/2021

To: 06/04/2022

at 12:01 AM. Standard Time at your mailing
address shown above

Business Description: Fitness Trainer

Style/Art: Personal Trainer

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	
Commercial General Liability Coverage Part	\$122.00
Commercial Crime Coverage Part	
Commercial Inland Marine Coverage Part	
Commercial Auto Coverage Part	
Commercial Stop Gap Part	
Businessowners	
Workers Compensation	
Taxes/Fees/Surcharges	\$50.00
	Total \$172.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE

Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations

Countersignature Date

Authorized Representative

Forms Schedule – Policy

Policy Number: PHPK1830511-003

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form/Edition	Description
CPD-PIIC (01/07)	Common Policy Declarations - PHLI Indemnity Insurance
Fees And Surcharge Schedule	Fees and Surcharge Schedule

Fees and Surcharge Schedule

Policy Number: PHPK1830511-003
RPGFEE

\$50.00

Philadelphia Indemnity Insurance Company
COMMERCIAL GENERAL LIABILITY COVERAGE PART DECLARATIONS

Policy Number:PHPK1830511-003

Agent #:125725

 See Supplemental Schedule**LIMITS OF INSURANCE**

\$3,000,000	General Aggregate Limit (Other Than Products – Completed Operation)
\$3,000,000	Products/Completed Operations Aggregate Limit (Any One Person Or Organization)
\$1,000,000	Personal and Advertising Injury Limit
\$1,000,000	Each Occurrence Limit
\$100,000	Rented To You Limit
\$2,500	Medical Expense Limit (Any One Person)

FORM OF BUSINESS:Individual

Business Description:Fitness Trainer

Location of All Premises You Own, Rent or Occupy: **SEE SCHEDULE ATTACHED****AUDIT PERIOD, ANNUAL, UNLESS OTHERWISE STATED:**

Classifications	Premium Basis	Rates		Advance Premiums	
		Prem./Ops.	Prod./ Comp. Ops.	Prem./Ops.	Prod./ Comp. Ops.
SEE SCHEDULE ATTACHED					

TOTAL PREMIUM FOR THIS COVERAGE PART:

\$122.00

Included

Retroactive Date(CG 00 02 Only)

This insurance does not apply to "Bodily Injury", "Property Damage", or "Personal and Advertising Injury" which occurs before the retroactive date, if any, shown below.

Retroactive Date: _____

FORM(S) AND ENDORSEMENT (S) APPLICABLE TO THIS COVERAGE PART: Refer To Forms Schedule

Countersignature Date _____

Authorized Representative _____

Forms Schedule – General Liability

Policy Number: PHPK1830511-003

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form/Edition	Description
CG 00 01 04 13	Commercial General Liability Coverage Form
CG 21 67 12 04	Fungi or Bacteria Exclusion
CG 21 70 01 15	Cap On Losses From Certified Acts Of Terrorism
CG 32 34 01 05	California Changes
Commercial General Liability Coverage Part Declarations	GL Coverage Part Declarations Page
Commercial GL Supplemental Schedule	Commercial GL Coverage Supplemental Schedule
IL 00 17 11 98	Common Policy Conditions
IL 02 70 09 12	California Changes - Cancellation And Nonrenewal
IL N 177 09 12	California Premium Refund Disclosure Notice
PI-ACL-001 01 20	ABSOLUTE CYBER LIABILITY AND ELECTRONIC EXCLUSION
PI-BELL-1 11-09	Bell Endorsement
PI-FW-001 (01/07)	Coverage C - Athletic Activities Exclusion Deletion
PI-FW-002 04 16	Fitness and Wellness Liability Insurance Exclusions
PI-FW-003 (01/07)	Fitness and Wellness Liability Insurance Extension
PI-FW-004 04 16	Independent Contractors Providing Professional Training Services
PI-FW-005 (01/07)	Punitive Damages Exclusion
PI-FW-007 (01/07)	Specific Claimant Exclusion
PI-FW-008 (01/07)	Violation of Communication or Information Law Exclusion
PI-FW-009 (06/11)	Blanket Additional Insured
PI-GL-001 09 17	Exclusion - Lead Liability
PI-GL-002 CA 02 08	Exclusion - Asbestos Liability
PI-SAM-001 05 19	ABUSIVE CONDUCT COVERAGE SUBLIMITS DEFENSE WITHIN LIMITS
PI-TER-DN1 01 15	DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION

COMMERCIAL GENERAL LIABILITY COVERAGE PART SUPPLEMENTAL SCHEDULE

Policy Number: PHPK1830511-003

Agent #: 125725

Classifications & Code No.	Premium Basis	Rates		Advance Premiums	
		Prem/Ops	Prod/Comp Ops	Prem/Ops	Prod/Comp Ops
44311 - Certified Fitness Instructor	Each	Included	Included	\$122.00	Included
TOTAL PREMIUM FOR THIS COVERAGE PART:				\$122.00	Included

**COMMERCIAL GENERAL LIABILITY
CG 00 01 04 13**

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we", "us" and "our" refer to the company providing this insurance.

The word "insured" means any person or organization qualifying as such under Section II – Who Is An Insured.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section V –Definitions.

SECTION I – COVERAGES

COVERAGE A – BODILY INJURY AND PROPERTY DAMAGE LIABILITY

1. Insuring Agreement

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may, at our discretion, investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend ends when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.

b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory";

(2) The "bodily injury" or "property damage" occurs during the policy period; and

(3) Prior to the policy period, no insured listed under Paragraph 1. of Section II – Who Is An Insured and no "employee" authorized by you to give or receive notice of an "occurrence" or claim, knew that the "bodily injury" or "property damage" had occurred, in whole or in part. If such a listed insured or authorized "employee" knew, prior to the policy period, that the "bodily injury" or "property damage" occurred, then any continuation, change or resumption of such "bodily injury" or "property damage" during or after the policy period will be deemed to have been known prior to the policy period.

c. "Bodily injury" or "property damage" which occurs during the policy period and was not, prior to the policy period, known to have occurred by any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim, includes any continuation, change or resumption of that "bodily injury" or "property damage" after the end of the policy period.

d. "Bodily injury" or "property damage" will be deemed to have been known to have occurred at the earliest time when any insured listed under Paragraph 1. of Section II – Who Is An Insured or any "employee" authorized by you to give or receive notice of an "occurrence" or claim:

- (1) Reports all, or any part, of the "bodily injury" or "property damage" to us or any other insurer;
- (2) Receives a written or verbal demand or claim for damages because of the "bodily injury" or "property damage"; or
- (3) Becomes aware by any other means that "bodily injury" or "property damage" has occurred or has begun to occur.

e. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury".

2. Exclusions

This insurance does not apply to:

a. Expected Or Intended Injury

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting from the use of reasonable force to protect persons or property.

b. Contractual Liability

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is an "insured contract", provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract", reasonable attorneys' fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage", provided:
 - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
 - (b) Such attorneys' fees and litigation expenses are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

c. Liquor Liability

"Bodily injury" or "property damage" for which any insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of any person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in:

- (a) The supervision, hiring, employment, training or monitoring of others by that insured; or
- (b) Providing or failing to provide transportation with respect to any person that may be under the influence of alcohol;

if the "occurrence" which caused the "bodily injury" or "property damage", involved that which is described in Paragraph (1), (2) or (3) above.

However, this exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages. For the purposes of this exclusion, permitting a person to bring alcoholic beverages on your premises, for consumption on your premises, whether or not a fee is charged or a license is required for such activity, is not by itself considered the business of selling, serving or furnishing alcoholic beverages.

d. Workers' Compensation And Similar Laws

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

e. Employer's Liability

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
 - (a) Employment by the insured; or
 - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of Paragraph (1) above.

This exclusion applies whether the insured may be liable as an employer or in any other capacity and to any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract".

f. Pollution

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants":
- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured. However, this subparagraph does not apply to:
 - (i) "Bodily injury" if sustained within a building and caused by smoke, fumes, vapor or soot produced by or originating from equipment that is used to heat, cool or dehumidify the building, or equipment that is used to heat water for personal use, by the building's occupants or their guests;
 - (ii) "Bodily injury" or "property damage" for which you may be held liable, if you are a contractor and the owner or lessee of such premises, site or location has been added to your policy as an additional insured with respect to your ongoing operations performed for that additional insured at that premises, site or location and such premises, site or location is not and never was owned or occupied by, or rented or loaned to, any insured, other than that additional insured; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire";
 - (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
 - (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for:
 - (i) Any insured; or
 - (ii) Any person or organization for whom you may be legally responsible; or
 - (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the "pollutants" are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor. However, this subparagraph does not apply to:
 - (i) "Bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical functions necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle part designed to hold, store or receive them. This exception does not apply if the "bodily injury" or "property damage" arises out of the intentional discharge, dispersal or release of the fuels, lubricants or other operating fluids, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent that they be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor;
 - (ii) "Bodily injury" or "property damage" sustained within a building and caused by the release of gases, fumes or vapors from materials brought into that building in connection with operations being performed by you or on your behalf by a contractor or subcontractor; or
 - (iii) "Bodily injury" or "property damage" arising out of heat, smoke or fumes from a "hostile fire".
 - (e) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants".

(2) Any loss, cost or expense arising out of any:

- (a) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

However, this paragraph does not apply to liability for damages because of "property damage" that the insured would have in the absence of such request, demand, order or statutory or regulatory requirement, or such claim or "suit" by or on behalf of a governmental authority.

g. Aircraft, Auto Or Watercraft

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Use includes operation and "loading or unloading".

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft that is owned or operated by or rented or loaned to any insured.

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
 - (a) Less than 26 feet long; and
 - (b) Not being used to carry persons or property for a charge;
- (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
- (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or

(5) "Bodily injury" or "property damage" arising out of:

- (a) The operation of machinery or equipment that is attached to, or part of, a land vehicle that would qualify under the definition of "mobile equipment" if it were not subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged; or
- (b) The operation of any of the machinery or equipment listed in Paragraph **f.(2)** or **f.(3)** of the definition of "mobile equipment".

h. Mobile Equipment

"Bodily injury" or "property damage" arising out of:

- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
- (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition, or stunting activity.

i. War

"Bodily injury" or "property damage", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

j. Damage To Property

"Property damage" to:

- (1) Property you own, rent, or occupy, including any costs or expenses incurred by you, or any other person, organization or entity, for repair, replacement, enhancement, restoration or maintenance of such property for any reason, including prevention of injury to a person or damage to another's property;
- (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
- (3) Property loaned to you;

- (4) Personal property in the care, custody or control of the insured;
- (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
- (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraphs (1), (3) and (4) of this exclusion do not apply to "property damage" (other than damage by fire) to premises, including the contents of such premises, rented to you for a period of seven or fewer consecutive days. A separate limit of insurance applies to Damage To Premises Rented To You as described in Section III – Limits Of Insurance.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard".

k. Damage To Your Product

"Property damage" to "your product" arising out of it or any part of it.

l. Damage To Your Work

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard".

This exclusion does not apply if the damaged work or the work out of which the damage arises was performed on your behalf by a subcontractor.

m. Damage To Impaired Property Or Property Not Physically Injured

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

n. Recall Of Products, Work Or Impaired Property

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work, or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

o. Personal And Advertising Injury

"Bodily injury" arising out of "personal and advertising injury".

p. Electronic Data

Damages arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data.

However, this exclusion does not apply to liability for damages because of "bodily injury".

As used in this exclusion, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

q. Recording And Distribution Of Material Or Information In Violation Of Law

"Bodily injury" or "property damage" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or

- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in Section III – Limits Of Insurance.

COVERAGE B – PERSONAL AND ADVERTISING INJURY LIABILITY

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal and advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal and advertising injury" to which this insurance does not apply. We may, at our discretion, investigate any offense and settle any claim or "suit" that may result. But:
- (1) The amount we will pay for damages is limited as described in Section III – Limits Of Insurance; and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.
- No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under Supplementary Payments – Coverages A and B.
- b. This insurance applies to "personal and advertising injury" caused by an offense arising out of your business but only if the offense was committed in the "coverage territory" during the policy period.

2. Exclusions

This insurance does not apply to:

a. Knowing Violation Of Rights Of Another

"Personal and advertising injury" caused by or at the direction of the insured with the knowledge that the act would violate the rights of another and would inflict "personal and advertising injury".

b. Material Published With Knowledge Of Falsity

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material, if done by or at the direction of the insured with knowledge of its falsity.

c. Material Published Prior To Policy Period

"Personal and advertising injury" arising out of oral or written publication, in any manner, of material whose first publication took place before the beginning of the policy period.

d. Criminal Acts

"Personal and advertising injury" arising out of a criminal act committed by or at the direction of the insured.

e. Contractual Liability

"Personal and advertising injury" for which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement.

f. Breach Of Contract

"Personal and advertising injury" arising out of a breach of contract, except an implied contract to use another's advertising idea in your "advertisement".

g. Quality Or Performance Of Goods – Failure To Conform To Statements

"Personal and advertising injury" arising out of the failure of goods, products or services to conform with any statement of quality or performance made in your "advertisement".

h. Wrong Description Of Prices

"Personal and advertising injury" arising out of the wrong description of the price of goods, products or services stated in your "advertisement".

i. Infringement Of Copyright, Patent, Trademark Or Trade Secret

"Personal and advertising injury" arising out of the infringement of copyright, patent, trademark, trade secret or other intellectual property rights. Under this exclusion, such other intellectual property rights do not include the use of another's advertising idea in your "advertisement".

However, this exclusion does not apply to infringement, in your "advertisement", of copyright, trade dress or slogan.

j. Insureds In Media And Internet Type Businesses

"Personal and advertising injury" committed by an insured whose business is:

- (1) Advertising, broadcasting, publishing or telecasting;
- (2) Designing or determining content of web sites for others; or
- (3) An Internet search, access, content or service provider.

However, this exclusion does not apply to Paragraphs **14.a.**, **b.** and **c.** of "personal and advertising injury" under the Definitions section.

For the purposes of this exclusion, the placing of frames, borders or links, or advertising, for you or others anywhere on the Internet, is not by itself, considered the business of advertising, broadcasting, publishing or telecasting.

k. Electronic Chatrooms Or Bulletin Boards

"Personal and advertising injury" arising out of an electronic chatroom or bulletin board the insured hosts, owns, or over which the insured exercises control.

l. Unauthorized Use Of Another's Name Or Product

"Personal and advertising injury" arising out of the unauthorized use of another's name or product in your e-mail address, domain name or metatag, or any other similar tactics to mislead another's potential customers.

m. Pollution

"Personal and advertising injury" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of "pollutants" at any time.

n. Pollution-related

Any loss, cost or expense arising out of any:

- (1) Request, demand, order or statutory or regulatory requirement that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of, "pollutants"; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of, "pollutants".

o. War

"Personal and advertising injury", however caused, arising, directly or indirectly, out of:

- (1) War, including undeclared or civil war;
- (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
- (3) Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

p. Recording And Distribution Of Material Or Information In Violation Of Law

"Personal and advertising injury" arising directly or indirectly out of any action or omission that violates or is alleged to violate:

- (1) The Telephone Consumer Protection Act (TCPA), including any amendment of or addition to such law;
- (2) The CAN-SPAM Act of 2003, including any amendment of or addition to such law;
- (3) The Fair Credit Reporting Act (FCRA), and any amendment of or addition to such law, including the Fair and Accurate Credit Transactions Act (FACTA); or
- (4) Any federal, state or local statute, ordinance or regulation, other than the TCPA, CAN-SPAM Act of 2003 or FCRA and their amendments and additions, that addresses, prohibits, or limits the printing, dissemination, disposal, collecting, recording, sending, transmitting, communicating or distribution of material or information.

COVERAGE C – MEDICAL PAYMENTS**1. Insuring Agreement**

a. We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
 - (2) On ways next to premises you own or rent; or
 - (3) Because of your operations;
- provided that:

- (a) The accident takes place in the "coverage territory" and during the policy period;
- (b) The expenses are incurred and reported to us within one year of the date of the accident; and
- (c) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

b. We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, X-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

2. Exclusions

We will not pay expenses for "bodily injury":

a. Any Insured

To any insured, except "volunteer workers".

b. Hired Person

To a person hired to do work for or on behalf of any insured or a tenant of any insured.

c. Injury On Normally Occupied Premises

To a person injured on that part of premises you own or rent that the person normally occupies.

d. Workers' Compensation And Similar Laws

To a person, whether or not an "employee" of any insured, if benefits for the "bodily injury" are payable or must be provided under a workers' compensation or disability benefits law or a similar law.

e. Athletics Activities

To a person injured while practicing, instructing or participating in any physical exercises or games, sports, or athletic contests.

f. Products-Completed Operations Hazard

Included within the "products-completed operations hazard".

g. Coverage A Exclusions

Excluded under Coverage A.

SUPPLEMENTARY PAYMENTS – COVERAGES A AND B

1. We will pay, with respect to any claim we investigate or settle, or any "suit" against an insured we defend:

- a. All expenses we incur.
- b. Up to \$250 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.
- c. The cost of bonds to release attachments, but only for bond amounts within the applicable limit of insurance. We do not have to furnish these bonds.
- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or "suit", including actual loss of earnings up to \$250 a day because of time off from work.
- e. All court costs taxed against the insured in the "suit". However, these payments do not include attorneys' fees or attorneys' expenses taxed against the insured.
- f. Prejudgment interest awarded against the insured on that part of the judgment we pay. If we make an offer to pay the applicable limit of insurance, we will not pay any prejudgment interest based on that period of time after the offer.

- g. All interest on the full amount of any judgment that accrues after entry of the judgment and before we have paid, offered to pay, or deposited in court the part of the judgment that is within the applicable limit of insurance.

These payments will not reduce the limits of insurance.

- 2. If we defend an insured against a "suit" and an indemnitee of the insured is also named as a party to the "suit", we will defend that indemnitee if all of the following conditions are met:
 - a. The "suit" against the indemnitee seeks damages for which the insured has assumed the liability of the indemnitee in a contract or agreement that is an "insured contract";
 - b. This insurance applies to such liability assumed by the insured;
 - c. The obligation to defend, or the cost of the defense of, that indemnitee, has also been assumed by the insured in the same "insured contract";
 - d. The allegations in the "suit" and the information we know about the "occurrence" are such that no conflict appears to exist between the interests of the insured and the interests of the indemnitee;
 - e. The indemnitee and the insured ask us to conduct and control the defense of that indemnitee against such "suit" and agree that we can assign the same counsel to defend the insured and the indemnitee; and
 - f. The indemnitee:
 - (1) Agrees in writing to:
 - (a) Cooperate with us in the investigation, settlement or defense of the "suit";
 - (b) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the "suit";
 - (c) Notify any other insurer whose coverage is available to the indemnitee; and
 - (d) Cooperate with us with respect to coordinating other applicable insurance available to the indemnitee; and
 - (2) Provides us with written authorization to:
 - (a) Obtain records and other information related to the "suit"; and
 - (b) Conduct and control the defense of the indemnitee in such "suit".

So long as the above conditions are met, attorneys' fees incurred by us in the defense of that indemnitee, necessary litigation expenses incurred by us and necessary litigation expenses incurred by the indemnitee at our request will be paid as Supplementary Payments. Notwithstanding the provisions of Paragraph **2.b.(2)** of Section **I – Coverage A – Bodily Injury And Property Damage Liability**, such payments will not be deemed to be damages for "bodily injury" and "property damage" and will not reduce the limits of insurance.

Our obligation to defend an insured's indemnitee and to pay for attorneys' fees and necessary litigation expenses as Supplementary Payments ends when we have used up the applicable limit of insurance in the payment of judgments or settlements or the conditions set forth above, or the terms of the agreement described in Paragraph **f.** above, are no longer met.

SECTION II – WHO IS AN INSURED

- 1. If you are designated in the Declarations as:
 - a. An individual, you and your spouse are insureds, but only with respect to the conduct of a business of which you are the sole owner.
 - b. A partnership or joint venture, you are an insured. Your members, your partners, and their spouses are also insureds, but only with respect to the conduct of your business.
 - c. A limited liability company, you are an insured. Your members are also insureds, but only with respect to the conduct of your business. Your managers are insureds, but only with respect to their duties as your managers.
 - d. An organization other than a partnership, joint venture or limited liability company, you are an insured. Your "executive officers" and directors are insureds, but only with respect to their duties as your officers or directors. Your stockholders are also insureds, but only with respect to their liability as stockholders.
 - e. A trust, you are an insured. Your trustees are also insureds, but only with respect to their duties as trustees.

2. Each of the following is also an insured:
- a. Your "volunteer workers" only while performing duties related to the conduct of your business, or your "employees", other than either your "executive officers" (if you are an organization other than a partnership, joint venture or limited liability company) or your managers (if you are a limited liability company), but only for acts within the scope of their employment by you or while performing duties related to the conduct of your business. However, none of these "employees" or "volunteer workers" are insureds for:
 - (1) "Bodily injury" or "personal and advertising injury":
 - (a) To you, to your partners or members (if you are a partnership or joint venture), to your members (if you are a limited liability company), to a co-"employee" while in the course of his or her employment or performing duties related to the conduct of your business, or to your other "volunteer workers" while performing duties related to the conduct of your business;
 - (b) To the spouse, child, parent, brother or sister of that co-"employee" or "volunteer worker" as a consequence of Paragraph (1)(a) above;
 - (c) For which there is any obligation to share damages with or repay someone else who must pay damages because of the injury described in Paragraph (1)(a) or (b) above; or
 - (d) Arising out of his or her providing or failing to provide professional health care services.
 - (2) "Property damage" to property:
 - (a) Owned, occupied or used by;
 - (b) Rented to, in the care, custody or control of, or over which physical control is being exercised for any purpose by; you, any of your "employees", "volunteer workers", any partner or member (if you are a partnership or joint venture), or any member (if you are a limited liability company).
 - b. Any person (other than your "employee" or "volunteer worker"), or any organization while acting as your real estate manager.
 - c. Any person or organization having proper temporary custody of your property if you die, but only:
 - (1) With respect to liability arising out of the maintenance or use of that property; and
 - (2) Until your legal representative has been appointed.
 - d. Your legal representative if you die, but only with respect to duties as such. That representative will have all your rights and duties under this Coverage Part.
3. Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:
- a. Coverage under this provision is afforded only until the 90th day after you acquire or form the organization or the end of the policy period, whichever is earlier;
 - b. Coverage **A** does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization; and
 - c. Coverage **B** does not apply to "personal and advertising injury" arising out of an offense committed before you acquired or formed the organization.
- No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a Named Insured in the Declarations.

SECTION III – LIMITS OF INSURANCE

1. The Limits of Insurance shown in the Declarations and the rules below fix the most we will pay regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits".
2. The General Aggregate Limit is the most we will pay for the sum of:
 - a. Medical expenses under Coverage **C**;
 - b. Damages under Coverage **A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard"; and
 - c. Damages under Coverage **B**.

3. The Products-Completed Operations Aggregate Limit is the most we will pay under Coverage **A** for damages because of "bodily injury" and "property damage" included in the "products-completed operations hazard".
4. Subject to Paragraph **2.** above, the Personal And Advertising Injury Limit is the most we will pay under Coverage **B** for the sum of all damages because of all "personal and advertising injury" sustained by any one person or organization.
5. Subject to Paragraph **2.** or **3.** above, whichever applies, the Each Occurrence Limit is the most we will pay for the sum of:
 - a. Damages under Coverage **A**; and
 - b. Medical expenses under Coverage **C**
 because of all "bodily injury" and "property damage" arising out of any one "occurrence".
6. Subject to Paragraph **5.** above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of "property damage" to any one premises, while rented to you, or in the case of damage by fire, while rented to you or temporarily occupied by you with permission of the owner.
7. Subject to Paragraph **5.** above, the Medical Expense Limit is the most we will pay under Coverage **C** for all medical expenses because of "bodily injury" sustained by any one person.

The Limits of Insurance of this Coverage Part apply separately to each consecutive annual period and to any remaining period of less than 12 months, starting with the beginning of the policy period shown in the Declarations, unless the policy period is extended after issuance for an additional period of less than 12 months. In that case, the additional period will be deemed part of the last preceding period for purposes of determining the Limits of Insurance.

SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS

1. Bankruptcy

Bankruptcy or insolvency of the insured or of the insured's estate will not relieve us of our obligations under this Coverage Part.

2. Duties In The Event Of Occurrence, Offense, Claim Or Suit

- a. You must see to it that we are notified as soon as practicable of an "occurrence" or an offense which may result in a claim. To the extent possible, notice should include:
 - (1) How, when and where the "occurrence" or offense took place;
 - (2) The names and addresses of any injured persons and witnesses; and

- (3) The nature and location of any injury or damage arising out of the "occurrence" or offense.
- b. If a claim is made or "suit" is brought against any insured, you must:
 - (1) Immediately record the specifics of the claim or "suit" and the date received; and
 - (2) Notify us as soon as practicable.
 You must see to it that we receive written notice of the claim or "suit" as soon as practicable.
- c. You and any other involved insured must:
 - (1) Immediately send us copies of any demands, notices, summonses or legal papers received in connection with the claim or "suit";
 - (2) Authorize us to obtain records and other information;
 - (3) Cooperate with us in the investigation or settlement of the claim or defense against the "suit"; and
 - (4) Assist us, upon our request, in the enforcement of any right against any person or organization which may be liable to the insured because of injury or damage to which this insurance may also apply.
- d. No insured will, except at that insured's own cost, voluntarily make a payment, assume any obligation, or incur any expense, other than for first aid, without our consent.

3. Legal Action Against Us

No person or organization has a right under this Coverage Part:

- a. To join us as a party or otherwise bring us into a "suit" asking for damages from an insured; or
- b. To sue us on this Coverage Part unless all of its terms have been fully complied with.

A person or organization may sue us to recover on an agreed settlement or on a final judgment against an insured; but we will not be liable for damages that are not payable under the terms of this Coverage Part or that are in excess of the applicable limit of insurance. An agreed settlement means a settlement and release of liability signed by us, the insured and the claimant or the claimant's legal representative.

4. Other Insurance

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

a. Primary Insurance

This insurance is primary except when Paragraph **b.** below applies. If this insurance is primary, our obligations are not affected unless any of the other insurance is also primary. Then, we will share with all that other insurance by the method described in Paragraph **c.** below.

b. Excess Insurance

(1) This insurance is excess over:

(a) Any of the other insurance, whether primary, excess, contingent or on any other basis:

(i) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";

(ii) That is Fire insurance for premises rented to you or temporarily occupied by you with permission of the owner;

(iii) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises rented to you or temporarily occupied by you with permission of the owner; or

(iv) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion **g.** of Section **I** – Coverage **A** – Bodily Injury And Property Damage Liability.

(b) Any other primary insurance available to you covering liability for damages arising out of the premises or operations, or the products and completed operations, for which you have been added as an additional insured.

(2) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the insured against any "suit" if any other insurer has a duty to defend the insured against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the insured's rights against all those other insurers.

(3) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:

(a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and

(b) The total of all deductible and self-insured amounts under all that other insurance.

(4) We will share the remaining loss, if any, with any other insurance that is not described in this Excess Insurance provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Method Of Sharing

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

5. Premium Audit

a. We will compute all premiums for this Coverage Part in accordance with our rules and rates.

b. Premium shown in this Coverage Part as advance premium is a deposit premium only. At the close of each audit period we will compute the earned premium for that period and send notice to the first Named Insured. The due date for audit and retrospective premiums is the date shown as the due date on the bill. If the sum of the advance and audit premiums paid for the policy period is greater than the earned premium, we will return the excess to the first Named Insured.

c. The first Named Insured must keep records of the information we need for premium computation, and send us copies at such times as we may request.

6. Representations

By accepting this policy, you agree:

a. The statements in the Declarations are accurate and complete;

- b. Those statements are based upon representations you made to us; and
- c. We have issued this policy in reliance upon your representations.

7. Separation Of Insureds

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each insured against whom claim is made or "suit" is brought.

8. Transfer Of Rights Of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this Coverage Part, those rights are transferred to us. The insured must do nothing after loss to impair them. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce them.

9. When We Do Not Renew

If we decide not to renew this Coverage Part, we will mail or deliver to the first Named Insured shown in the Declarations written notice of the nonrenewal not less than 30 days before the expiration date.

If notice is mailed, proof of mailing will be sufficient proof of notice.

SECTION V – DEFINITIONS

1. "Advertisement" means a notice that is broadcast or published to the general public or specific market segments about your goods, products or services for the purpose of attracting customers or supporters. For the purposes of this definition:
 - a. Notices that are published include material placed on the Internet or on similar electronic means of communication; and
 - b. Regarding web sites, only that part of a web site that is about your goods, products or services for the purposes of attracting customers or supporters is considered an advertisement.
2. "Auto" means:
 - a. A land motor vehicle, trailer or semitrailer designed for travel on public roads, including any attached machinery or equipment; or
 - b. Any other land vehicle that is subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged.

However, "auto" does not include "mobile equipment".

3. "Bodily injury" means bodily injury, sickness or disease sustained by a person, including death resulting from any of these at any time.
4. "Coverage territory" means:
 - a. The United States of America (including its territories and possessions), Puerto Rico and Canada;
 - b. International waters or airspace, but only if the injury or damage occurs in the course of travel or transportation between any places included in Paragraph a. above; or
 - c. All other parts of the world if the injury or damage arises out of:
 - (1) Goods or products made or sold by you in the territory described in Paragraph a. above;
 - (2) The activities of a person whose home is in the territory described in Paragraph a. above, but is away for a short time on your business; or
 - (3) "Personal and advertising injury" offenses that take place through the Internet or similar electronic means of communication;

provided the insured's responsibility to pay damages is determined in a "suit" on the merits, in the territory described in Paragraph a. above or in a settlement we agree to.

5. "Employee" includes a "leased worker". "Employee" does not include a "temporary worker".
6. "Executive officer" means a person holding any of the officer positions created by your charter, constitution, bylaws or any other similar governing document.
7. "Hostile fire" means one which becomes uncontrollable or breaks out from where it was intended to be.
8. "Impaired property" means tangible property, other than "your product" or "your work", that cannot be used or is less useful because:
 - a. It incorporates "your product" or "your work" that is known or thought to be defective, deficient, inadequate or dangerous; or
 - b. You have failed to fulfill the terms of a contract or agreement;

if such property can be restored to use by the repair, replacement, adjustment or removal of "your product" or "your work" or your fulfilling the terms of the contract or agreement.

9. "Insured contract" means:

- a.** A contract for a lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract";
- b.** A sidetrack agreement;
- c.** Any easement or license agreement, except in connection with construction or demolition operations on or within 50 feet of a railroad;
- d.** An obligation, as required by ordinance, to indemnify a municipality, except in connection with work for a municipality;
- e.** An elevator maintenance agreement;
- f.** That part of any other contract or agreement pertaining to your business (including an indemnification of a municipality in connection with work performed for a municipality) under which you assume the tort liability of another party to pay for "bodily injury" or "property damage" to a third person or organization. Tort liability means a liability that would be imposed by law in the absence of any contract or agreement.

Paragraph **f.** does not include that part of any contract or agreement:

- (1)** That indemnifies a railroad for "bodily injury" or "property damage" arising out of construction or demolition operations, within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road-beds, tunnel, underpass or crossing;
- (2)** That indemnifies an architect, engineer or surveyor for injury or damage arising out of:
 - (a)** Preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - (b)** Giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage; or
- (3)** Under which the insured, if an architect, engineer or surveyor, assumes liability for an injury or damage arising out of the insured's rendering or failure to render professional services, including those listed in **(2)** above and supervisory, inspection, architectural or engineering activities.

10. "Leased worker" means a person leased to you by a labor leasing firm under an agreement between you and the labor leasing firm, to perform duties related to the conduct of your business. "Leased worker" does not include a "temporary worker".

11. "Loading or unloading" means the handling of property:

- a.** After it is moved from the place where it is accepted for movement into or onto an aircraft, watercraft or "auto";
- b.** While it is in or on an aircraft, watercraft or "auto"; or
- c.** While it is being moved from an aircraft, watercraft or "auto" to the place where it is finally delivered;

but "loading or unloading" does not include the movement of property by means of a mechanical device, other than a hand truck, that is not attached to the aircraft, watercraft or "auto".

12. "Mobile equipment" means any of the following types of land vehicles, including any attached machinery or equipment:

- a.** Bulldozers, farm machinery, forklifts and other vehicles designed for use principally off public roads;
- b.** Vehicles maintained for use solely on or next to premises you own or rent;
- c.** Vehicles that travel on crawler treads;
- d.** Vehicles, whether self-propelled or not, maintained primarily to provide mobility to permanently mounted:
 - (1)** Power cranes, shovels, loaders, diggers or drills; or
 - (2)** Road construction or resurfacing equipment such as graders, scrapers or rollers;
- e.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above that are not self-propelled and are maintained primarily to provide mobility to permanently attached equipment of the following types:
 - (1)** Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment; or
 - (2)** Cherry pickers and similar devices used to raise or lower workers;
- f.** Vehicles not described in Paragraph **a.**, **b.**, **c.** or **d.** above maintained primarily for purposes other than the transportation of persons or cargo.

However, self-propelled vehicles with the following types of permanently attached equipment are not "mobile equipment" but will be considered "autos":

- (1) Equipment designed primarily for:
 - (a) Snow removal;
 - (b) Road maintenance, but not construction or resurfacing; or
 - (c) Street cleaning;
- (2) Cherry pickers and similar devices mounted on automobile or truck chassis and used to raise or lower workers; and
- (3) Air compressors, pumps and generators, including spraying, welding, building cleaning, geophysical exploration, lighting and well servicing equipment.

However, "mobile equipment" does not include any land vehicles that are subject to a compulsory or financial responsibility law or other motor vehicle insurance law where it is licensed or principally garaged. Land vehicles subject to a compulsory or financial responsibility law or other motor vehicle insurance law are considered "autos".

13. "Occurrence" means an accident, including continuous or repeated exposure to substantially the same general harmful conditions.
14. "Personal and advertising injury" means injury, including consequential "bodily injury", arising out of one or more of the following offenses:
 - a. False arrest, detention or imprisonment;
 - b. Malicious prosecution;
 - c. The wrongful eviction from, wrongful entry into, or invasion of the right of private occupancy of a room, dwelling or premises that a person occupies, committed by or on behalf of its owner, landlord or lessor;
 - d. Oral or written publication, in any manner, of material that slanders or libels a person or organization or disparages a person's or organization's goods, products or services;
 - e. Oral or written publication, in any manner, of material that violates a person's right of privacy;
 - f. The use of another's advertising idea in your "advertisement"; or
 - g. Infringing upon another's copyright, trade dress or slogan in your "advertisement".
15. "Pollutants" mean any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

16. "Products-completed operations hazard":

- a. Includes all "bodily injury" and "property damage" occurring away from premises you own or rent and arising out of "your product" or "your work" except:

- (1) Products that are still in your physical possession; or
- (2) Work that has not yet been completed or abandoned. However, "your work" will be deemed completed at the earliest of the following times:
 - (a) When all of the work called for in your contract has been completed.
 - (b) When all of the work to be done at the job site has been completed if your contract calls for work at more than one job site.
 - (c) When that part of the work done at a job site has been put to its intended use by any person or organization other than another contractor or subcontractor working on the same project.

Work that may need service, maintenance, correction, repair or replacement, but which is otherwise complete, will be treated as completed.

- b. Does not include "bodily injury" or "property damage" arising out of:
 - (1) The transportation of property, unless the injury or damage arises out of a condition in or on a vehicle not owned or operated by you, and that condition was created by the "loading or unloading" of that vehicle by any insured;
 - (2) The existence of tools, uninstalled equipment or abandoned or unused materials; or
 - (3) Products or operations for which the classification, listed in the Declarations or in a policy Schedule, states that products-completed operations are subject to the General Aggregate Limit.

17. "Property damage" means:

- a. Physical injury to tangible property, including all resulting loss of use of that property. All such loss of use shall be deemed to occur at the time of the physical injury that caused it; or
- b. Loss of use of tangible property that is not physically injured. All such loss of use shall be deemed to occur at the time of the "occurrence" that caused it.

For the purposes of this insurance, electronic data is not tangible property.

As used in this definition, electronic data means information, facts or programs stored as or on, created or used on, or transmitted to or from computer software, including systems and applications software, hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other media which are used with electronically controlled equipment.

18. "Suit" means a civil proceeding in which damages because of "bodily injury", "property damage" or "personal and advertising injury" to which this insurance applies are alleged. "Suit" includes:

- a.** An arbitration proceeding in which such damages are claimed and to which the insured must submit or does submit with our consent; or
- b.** Any other alternative dispute resolution proceeding in which such damages are claimed and to which the insured submits with our consent.

19. "Temporary worker" means a person who is furnished to you to substitute for a permanent "employee" on leave or to meet seasonal or short-term workload conditions.

20. "Volunteer worker" means a person who is not your "employee", and who donates his or her work and acts at the direction of and within the scope of duties determined by you, and is not paid a fee, salary or other compensation by you or anyone else for their work performed for you.

21. "Your product":

a. Means:

- (1)** Any goods or products, other than real property, manufactured, sold, handled, distributed or disposed of by:
 - (a)** You;
 - (b)** Others trading under your name; or
 - (c)** A person or organization whose business or assets you have acquired; and
- (2)** Containers (other than vehicles), materials, parts or equipment furnished in connection with such goods or products.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your product"; and
- (2)** The providing of or failure to provide warnings or instructions.

c. Does not include vending machines or other property rented to or located for the use of others but not sold.

22. "Your work":

a. Means:

- (1)** Work or operations performed by you or on your behalf; and
- (2)** Materials, parts or equipment furnished in connection with such work or operations.

b. Includes:

- (1)** Warranties or representations made at any time with respect to the fitness, quality, durability, performance or use of "your work"; and
- (2)** The providing of or failure to provide warnings or instructions.

**COMMERCIAL GENERAL LIABILITY
CG 21 67 12 04**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FUNGI OR BACTERIA EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage A – Bodily Injury And Property Damage Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Bodily injury" or "property damage" which would not have occurred, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury or damage.
- b. Any loss, cost or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- This exclusion does not apply to any "fungi" or bacteria that are, are on, or are contained in, a good or product intended for bodily consumption.
- B. The following exclusion is added to Paragraph 2. Exclusions of Section I – Coverage B – Personal And Advertising Injury Liability:**
- 2. Exclusions**
- This insurance does not apply to:
- Fungi Or Bacteria**
- a. "Personal and advertising injury" which would not have taken place, in whole or in part, but for the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any "fungi" or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material or product contributed concurrently or in any sequence to such injury.
- b. Any loss, cost or expense arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, "fungi" or bacteria, by any insured or by any other person or entity.
- C. The following definition is added to the Definitions Section:**
- "Fungi" means any type or form of fungus, including mold or mildew and any mycotoxins, spores, scents or byproducts produced or released by fungi.

**COMMERCIAL GENERAL LIABILITY
CG 21 70 01 15**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

- A.** If aggregate insured losses attributable to terrorist acts certified under the federal Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.
- "Certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism pursuant to such Act. The criteria contained in the Terrorism Risk Insurance Act for a "certified act of terrorism" include the following:
1. The act resulted in insured losses in excess of \$5 million in the aggregate, attributable to all types of insurance subject to the Terrorism Risk Insurance Act; and
 2. The act is a violent act or an act that is dangerous to human life, property or infrastructure and is committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.
- B.** The terms and limitations of any terrorism exclusion, or the inapplicability or omission of a terrorism exclusion, do not serve to create coverage for injury or damage that is otherwise excluded under this Coverage Part.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART
PRODUCT WITHDRAWAL COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY

The term "spouse" is replaced by the following:

Spouse or registered domestic partner under California law.

COMMON POLICY CONDITIONS

All Coverage Parts included in this policy are subject to the following conditions.

A. Cancellation

1. The first Named Insured shown in the Declarations may cancel this policy by mailing or delivering to us advance written notice of cancellation.
2. We may cancel this policy by mailing or delivering to the first Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if we cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if we cancel for any other reason.
3. We will mail or deliver our notice to the first Named Insured's last mailing address known to us.
4. Notice of cancellation will state the effective date of cancellation. The policy period will end on that date.
5. If this policy is cancelled, we will send the first Named Insured any premium refund due. If we cancel, the refund will be pro rata. If the first Named Insured cancels, the refund may be less than pro rata. The cancellation will be effective even if we have not made or offered a refund.
6. If notice is mailed, proof of mailing will be sufficient proof of notice.

B. Changes

This policy contains all the agreements between you and us concerning the insurance afforded. The first Named Insured shown in the Declarations is authorized to make changes in the terms of this policy with our consent. This policy's terms can be amended or waived only by endorsement issued by us and made a part of this policy.

C. Examination Of Your Books And Records

We may examine and audit your books and records as they relate to this policy at any time during the policy period and up to three years afterward.

D. Inspections And Surveys

1. We have the right to:
 - a. Make inspections and surveys at any time;

- b. Give you reports on the conditions we find; and
- c. Recommend changes.

2. We are not obligated to make any inspections, surveys, reports or recommendations and any such actions we do undertake relate only to insurability and the premiums to be charged. We do not make safety inspections. We do not undertake to perform the duty of any person or organization to provide for the health or safety of workers or the public. And we do not warrant that conditions:
 - a. Are safe or healthful; or
 - b. Comply with laws, regulations, codes or standards.

3. Paragraphs 1. and 2. of this condition apply not only to us, but also to any rating, advisory, rate service or similar organization which makes insurance inspections, surveys, reports or recommendations.

4. Paragraph 2. of this condition does not apply to any inspections, surveys, reports or recommendations we may make relative to certification, under state or municipal statutes, ordinances or regulations, of boilers, pressure vessels or elevators.

E. Premiums

The first Named Insured shown in the Declarations:

1. Is responsible for the payment of all premiums; and
2. Will be the payee for any return premiums we pay.

F. Transfer Of Your Rights And Duties Under This Policy

Your rights and duties under this policy may not be transferred without our written consent except in the case of death of an individual named insured.

If you die, your rights and duties will be transferred to your legal representative but only while acting within the scope of duties as your legal representative. Until your legal representative is appointed, anyone having proper temporary custody of your property will have your rights and duties but only with respect to that property.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CALIFORNIA CHANGES – CANCELLATION AND NONRENEWAL

This endorsement modifies insurance provided under the following:

CAPITAL ASSETS PROGRAM (OUTPUT POLICY) COVERAGE PART
 COMMERCIAL AUTOMOBILE COVERAGE PART
 COMMERCIAL GENERAL LIABILITY COVERAGE PART
 COMMERCIAL INLAND MARINE COVERAGE PART
 COMMERCIAL PROPERTY COVERAGE PART
 CRIME AND FIDELITY COVERAGE PART
 EMPLOYMENT-RELATED PRACTICES LIABILITY COVERAGE PART
 EQUIPMENT BREAKDOWN COVERAGE PART
 FARM COVERAGE PART
 LIQUOR LIABILITY COVERAGE PART
 MEDICAL PROFESSIONAL LIABILITY COVERAGE PART
 POLLUTION LIABILITY COVERAGE PART
 PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Paragraphs 2. and 3. of the Cancellation Common Policy Condition are replaced by the following:

2. All Policies In Effect For 60 Days Or Less

If this policy has been in effect for 60 days or less, and is not a renewal of a policy we have previously issued, we may cancel this policy by mailing or delivering to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, advance written notice of cancellation, stating the reason for cancellation, at least:

a. 10 days before the effective date of cancellation if we cancel for:

- (1)** Nonpayment of premium; or
- (2)** Discovery of fraud by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.

b. 30 days before the effective date of cancellation if we cancel for any other reason.

3. All Policies In Effect For More Than 60 Days

a. If this policy has been in effect for more than 60 days, or is a renewal of a policy we issued, we may cancel this policy only upon the occurrence, after the effective date of the policy, of one or more of the following:

- (1)** Nonpayment of premium, including payment due on a prior policy we issued and due during the current policy term covering the same risks.
- (2)** Discovery of fraud or material misrepresentation by:
 - (a)** Any insured or his or her representative in obtaining this insurance; or
 - (b)** You or your representative in pursuing a claim under this policy.
- (3)** A judgment by a court or an administrative tribunal that you have violated a California or Federal law, having as one of its necessary elements an act which materially increases any of the risks insured against.

- (4) Discovery of willful or grossly negligent acts or omissions, or of any violations of state laws or regulations establishing safety standards, by you or your representative, which materially increase any of the risks insured against.
- (5) Failure by you or your representative to implement reasonable loss control requirements, agreed to by you as a condition of policy issuance, or which were conditions precedent to our use of a particular rate or rating plan, if that failure materially increases any of the risks insured against.
- (6) A determination by the Commissioner of Insurance that the:
- (a) Loss of, or changes in, our reinsurance covering all or part of the risk would threaten our financial integrity or solvency; or
 - (b) Continuation of the policy coverage would:
 - (i) Place us in violation of California law or the laws of the state where we are domiciled; or
 - (ii) Threaten our solvency.
- (7) A change by you or your representative in the activities or property of the commercial or industrial enterprise, which results in a materially added, increased or changed risk, unless the added, increased or changed risk is included in the policy.
- b. We will mail or deliver advance written notice of cancellation, stating the reason for cancellation, to the first Named Insured, at the mailing address shown in the policy, and to the producer of record, at least:
- (1) 10 days before the effective date of cancellation if we cancel for nonpayment of premium or discovery of fraud; or
 - (2) 30 days before the effective date of cancellation if we cancel for any other reason listed in Paragraph 3.a.
- B. The following provision is added to the **Cancellation** Common Policy Condition:
- 7. Residential Property**
- This provision applies to coverage on real property which is used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household personal property in a residential unit, if such coverage is written under one of the following:
- Commercial Property Coverage Part
Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form
- a. If such coverage has been in effect for 60 days or less, and is not a renewal of coverage we previously issued, we may cancel this coverage for any reason, except as provided in b. and c. below.
 - b. We may not cancel this policy solely because the first Named Insured has:
 - (1) Accepted an offer of earthquake coverage; or
 - (2) Cancelled or did not renew a policy issued by the California Earthquake Authority (CEA) that included an earthquake policy premium surcharge.

However, we shall cancel this policy if the first Named Insured has accepted a new or renewal policy issued by the CEA that includes an earthquake policy premium surcharge but fails to pay the earthquake policy premium surcharge authorized by the CEA.
 - c. We may not cancel such coverage solely because corrosive soil conditions exist on the premises. This restriction (c.) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
 - (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
 - (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph D. Covered Causes Of Loss – Special.

- C. The following is added and supersedes any provisions to the contrary:

Nonrenewal

1. Subject to the provisions of Paragraphs **C.2.** and **C.3.** below, if we elect not to renew this policy, we will mail or deliver written notice, stating the reason for nonrenewal, to the first Named Insured shown in the Declarations, and to the producer of record, at least 60 days, but not more than 120 days, before the expiration or anniversary date.

We will mail or deliver our notice to the first Named Insured, and to the producer of record, at the mailing address shown in the policy.

2. Residential Property

This provision applies to coverage on real property used predominantly for residential purposes and consisting of not more than four dwelling units, and to coverage on tenants' household property contained in a residential unit, if such coverage is written under one of the following:

Commercial Property Coverage Part

Farm Coverage Part – Farm Property – Farm Dwellings, Appurtenant Structures And Household Personal Property Coverage Form

- a. We may elect not to renew such coverage for any reason, except as provided in **b.**, **c.** and **d.** below.
- b. We will not refuse to renew such coverage solely because the first Named Insured has accepted an offer of earthquake coverage.

However, the following applies only to insurers who are associate participating insurers as established by Cal. Ins. Code Section 10089.16. We may elect not to renew such coverage after the first Named Insured has accepted an offer of earthquake coverage, if one or more of the following reasons applies:

- (1) The nonrenewal is based on sound underwriting principles that relate to the coverages provided by this policy and that are consistent with the approved rating plan and related documents filed with the Department of Insurance as required by existing law;

- (2) The Commissioner of Insurance finds that the exposure to potential losses will threaten our solvency or place us in a hazardous condition. A hazardous condition includes, but is not limited to, a condition in which we make claims payments for losses resulting from an earthquake that occurred within the preceding two years and that required a reduction in policyholder surplus of at least 25% for payment of those claims; or

- (3) We have:

- (a) Lost or experienced a substantial reduction in the availability or scope of reinsurance coverage; or
- (b) Experienced a substantial increase in the premium charged for reinsurance coverage of our residential property insurance policies; and

the Commissioner has approved a plan for the nonrenewals that is fair and equitable, and that is responsive to the changes in our reinsurance position.

- c. We will not refuse to renew such coverage solely because the first Named Insured has cancelled or did not renew a policy, issued by the California Earthquake Authority, that included an earthquake policy premium surcharge.
- d. We will not refuse to renew such coverage solely because corrosive soil conditions exist on the premises. This restriction (**d.**) applies only if coverage is subject to one of the following, which exclude loss or damage caused by or resulting from corrosive soil conditions:
- (1) Commercial Property Coverage Part – Causes Of Loss – Special Form; or
- (2) Farm Coverage Part – Causes Of Loss Form – Farm Property, Paragraph **D.** Covered Causes Of Loss – Special.
3. We are not required to send notice of nonrenewal in the following situations:
- a. If the transfer or renewal of a policy, without any changes in terms, conditions or rates, is between us and a member of our insurance group.

- b. If the policy has been extended for 90 days or less, provided that notice has been given in accordance with Paragraph **C.1**.
- c. If you have obtained replacement coverage, or if the first Named Insured has agreed, in writing, within 60 days of the termination of the policy, to obtain that coverage.
- d. If the policy is for a period of no more than 60 days and you are notified at the time of issuance that it will not be renewed.
- e. If the first Named Insured requests a change in the terms or conditions or risks covered by the policy within 60 days of the end of the policy period.
- f. If we have made a written offer to the first Named Insured, in accordance with the timeframes shown in Paragraph **C.1**., to renew the policy under changed terms or conditions or at an increased premium rate, when the increase exceeds 25%.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ABSOLUTE CYBER LIABILITY AND ELECTRONIC EXCLUSION

The following exclusion applies to all coverages afforded under this policy:

This insurance does not apply to any loss, cost, expense, fine, penalty, error and omission, or damage alleging, arising out of or from, attributable to, or giving rise to:

- (1) Any access to, collection or disclosure of, or failure to erase any person's or organization's confidential or personal information, including but not limited to patents, trade secrets, processing methods, customer lists, financial information, credit card information, health information, biometrics, or any other type of nonpublic information; or
- (2) Business interruption or suspension of operations as caused by any access, unauthorized access, lack of access, delay in access, damage, manipulation, loss, or impairment to **Electronic Data** or **Electronic Media**; or
- (3) **Cyber Extortion**; or
- (4) A **Privacy Breach**; or
- (5) A **Security Breach**; or
- (6) Any fraudulent communication through **Electronic Media** that impersonates any person or organization, including but not limited to phishing or other social engineering techniques or otherwise; or
- (7) Any computer code, software, or programming; or
- (8) Any **Security Breach** that results in any electronic thing or device or **Electronic Media** malfunctioning, improperly functioning, non-functioning, failing to perform as the intended user desired, or being electronically manipulated to perform in a way that causes harm to the insured or others; or
- (9) The loss, loss of use, misuse, delay, manipulation, corruption, damage, alteration, destruction, distortion, erasure, or theft of, or inability to access or manipulate **Electronic Data** or **Electronic Media** as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**
- (10) Any failure of utilities based upon, arising out of, or attributable to any mechanical or electrical failure, interruption, or outage, however caused, including but not limited to any electrical power interruption or surge, brownout, blackout, short circuit, over voltage, or power fluctuation or outage to gas, water, telephone, cable, satellite, telecommunications, the internet, or any component thereof, including but not limited to hardware, software, or any other infrastructure as a result of **Cyber Extortion**; or **Privacy Breach**; or **Security Breach**.
- (11) This exclusion applies even if damages are claimed for notification costs, errors or omissions, credit monitoring expenses, forensic expenses, public relations expenses, or any other loss, cost, or expense incurred by the insured or others arising out of that which is described in Paragraphs (1) through (10) above.

As used in this exclusion, the following definitions apply:

Computer hardware means the physical components of any **computer system** including CPU's, memory storage devices, storage media, and input/output devices and other peripheral devices and components including but not limited to cable, connectors, fiber optics, networking equipment, **electronic data** storage devices, input and output devices, backup facilities, wire, power supply units, keyboards, display monitors and audio speakers.

Computer system means an electronic, wireless, web or similar systems (including all **computer hardware**, computer programs and **electronic data**) used to process data or information in an analog, digital, electronic or wireless format, including but not limited to, associated input and output devices, data storage devices, networking equipment, wired or wireless peripherals, electronic backup facilities, and media libraries, that is owned or leased, operated and controlled by the insured or operated by an independent contractor authorized to provide Business Process Outsourcing services or outsourced Information Technology services for the insured.

Corporate Information Breach means the public disclosure of an organization's non-public information.

Cyber Extortion means any threat or connected series of threats communicated to the insured for the purpose of demanding money, securities, or property, including but not limited to threats to release, divulge, disseminate, corrupt, damage or destroy **Electronic Data** or **Electronic Media**; introduce malware or **malicious code** into the insured's computer system; electronically communicate with the insured's customers in order to fraudulently obtain personal information, money, securities or property; or restrict or hinder access to the insured's computer system, **Electronic Data** or **Electronic Media**, including but not limited to ransomware.

Denial of service means unauthorized or unexpected interference or malicious attack by any person(s) or entity(ies) that restricts or prevents access to a **computer system** by persons or entities authorized to gain access to the **computer system** or **electronic data**.

Electronic Data means information, facts, blockchain, crypto currencies, or computer programs stored as or on, created or used on, or transmitted to or from computer software, including but not limited to systems and applications software, hard or floppy disks, CD-ROMs, DVDs, external drives, USB sticks, tapes, drives, cells, microchip, data processing devices, or any other media which are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of **Electronic Data**, means a set of related electronic instructions which direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve, or send data.

Electronic Media means broadcast or storage media that take advantage of electronic technology. They include television, radio, Internet, fax, Bluetooth, GPS, audio beacons, electronic data, and any other medium that requires electricity or digital encoding of information.

Malicious code means unauthorized and corrupting or harmful computer code, including but not limited to computer viruses, spyware, Trojan horses, worms, logic bombs, and mutations of any of the preceding.

Privacy Breach means a common law or statutory breach of confidence or violation of any common law or statutory rights to privacy, including but not limited to breach of a privacy policy, breach of a person's right of publicity, misappropriation of likeness, false light, intrusion upon a person's seclusion, or public disclosure of a person's or animal's private information. Privacy Breach will also include a **Corporate Information Breach**.

Security breach means:

1. **Unauthorized access** of the insured's **computer system** or **unauthorized use** of **computer systems** including **unauthorized access** or **unauthorized use** resulting from the theft of a password from the insured's **computer system**;
2. A **denial of service** attack against your **computer systems**; or
3. Infection of the insured's **computer system** by **malicious code** or transmission of **malicious code** from the insured's **computer systems**,

whether any of the foregoing is a specifically targeted attack or a generally distributed attack.

Unauthorized access means the gaining of access to a **computer system** by an unauthorized person or persons.

Unauthorized use means the use of a **computer system** by an unauthorized person or persons or an authorized person in an unauthorized manner.

This Endorsement is an absolute exclusion for cyber liability, **Electronic Data**, **Electronic Media** and **Security Breaches**. This Endorsement applies except if coverage is specifically and affirmatively provided in the following coverage forms or endorsements issued by us and only in respect to the coverage afforded in those coverage forms or endorsements. In no event will this Endorsement broaden any coverage afforded in any coverage form or endorsement:

- **Cyber Security Liability Coverage Form**
- **Cyber Security Liability Endorsement**
- **Building and Personal Property Coverage Form**
- **Fraudulent Inducement Insuring Agreement**
- **Fraudulent Inducement Insuring Agreement - Broad Form**
- **Fraudulent Impersonation**
- **Fraudulent Impersonation Ultimate Cover**
- **Business Income and Extra Expense Coverage Form**
- **Computer Coverage Form**
- **Exclusion-Access or Disclosure of Confidential or Personal Information and Data-Related Liability-With Limited Bodily Injury Exception**
- **Changes-Electronic Data**

All other terms and conditions remain unchanged.

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Philadelphia Indemnity Insurance Company

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**EXCLUSION - LEAD LIABILITY**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to paragraph 2., Exclusions of COVERAGE A - BODILY INJURY AND PROPERTY DAMAGE LIABILITY (Section 1 - Coverages) and paragraph 2., Exclusions of COVERAGE B - PERSONAL AND ADVERTISING INJURY LIABILITY (Section 1 - Coverages):

This insurance does not apply to:

1. "Bodily injury," "property damage," or "personal and advertising injury" arising out of or caused by the actual or alleged:
 - a. Exposure to or existence of lead, paint containing lead, or any other material or substance containing lead;
 - b. Manufacture, distribution, sale, resale, rebranding, installation, repair, removal, encapsulation, abatement, replacement or handling of lead, paint containing lead, or any other material or substance containing lead;

Whether or not the lead is or was at any time airborne as a particulate, contained in a product ingested, inhaled, transmitted in any fashion, or found in any form whatsoever.
2. Any legal obligation of any insured for indemnification or contribution due to damages arising out of "bodily injury," "property damage" or "personal and advertising injury" caused by lead, paint containing lead, or any other substance or material containing lead.
3. Any loss, cost, expense or damages, whether direct or consequential, arising out of any:
 - (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, abate, contain, treat or neutralize lead, paint containing lead, or any other substance or material containing lead, or in any way respond to, or assess the effects of lead; or
 - (b) Claim or suit related to, testing for, monitoring, cleaning up, removing, abating, containing, treating

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or neutralizing lead, paint containing lead, or any other substance or material containing lead or in any way responding to or assessing the effects of lead.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

EXCLUSION – ASBESTOS LIABILITY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2., **Exclusions of COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY (SECTION I – COVERAGES)** and Paragraph 2., **Exclusions of COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY (SECTION I – COVERAGES)**:

This insurance does not apply to:

“Bodily injury,” “property damage,” and “personal and advertising injury” arising out of:

1. Inhaling, ingesting or prolonged physical exposure to asbestos or goods or products containing asbestos;
2. The use of asbestos in constructing or manufacturing any good, product or structure;
3. The removal of asbestos from any good, product or structure; or
4. The manufacture, sale, transportation, storage or disposal of asbestos or goods or products containing asbestos.

The coverage afforded by this policy does not apply to payment for the investigation or defense of any loss or “suit,” injury or damage or any cost, fine or penalty or for any expense or claim or “suit” related to any of the above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BELL ENDORSEMENT



Unless otherwise stated herein, the terms, conditions, exclusions and other limitations set forth in this endorsement are solely applicable to coverage afforded by this endorsement, and the policy is amended as follows:

I. SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS

The following is a summary of Limits of Liability or Limits of Insurance and/or additional coverages provided by this endorsement. This endorsement is subject to the provisions of the policy to which it is attached.

COVERAGE	LIMITS OF INSURANCE
Business Travel Accident Benefit	\$50,000
Conference Cancellation	\$25,000
Donation Assurance	\$50,000
Emergency Real Estate Consulting Fee	\$50,000
Fundraising Event Blackout	\$25,000
Identity Theft Expense	\$50,000
Image Restoration and Counseling	\$50,000
Key Individual Replacement Expenses	\$50,000
Kidnap Expense	\$50,000
Political Unrest	\$5,000 per employee: \$25,000 policy limit
Temporary Meeting Space Reimbursement	\$25,000
Terrorism Travel Reimbursement	\$50,000
Travel Delay Reimbursement	\$1,500
Workplace Violence Counseling	\$50,000

II. CONDITIONS

A. Applicability of Coverage

Coverage provided by your policy and any endorsements attached thereto is amended by this endorsement where applicable.

B. Limits of Liability or Limits of Insurance

1. When coverage is provided by this endorsement and another coverage form or endorsement attached to this policy, the greater limits of liability or limits of insurance will apply. In no instance will multiple limits apply to coverages which may be duplicated within this policy. Additionally, if this policy and any other coverage part or policy issued to you by us, or any company affiliated with us, apply to the same occurrence, offense, wrongful act, accident or loss, the maximum limits of liability or limits of insurance under all such coverage parts or policies combined shall not exceed the highest applicable limits of liability or limits of insurance under any one coverage part or policy.
2. Limits of liability or limits of insurance identified in Section I. **SCHEDULE OF ADDITIONAL COVERAGES AND LIMITS** above are not excess of, but are in addition to the applicable Limits of Liability or Limits of Insurance stated in the Declarations.

C. Claim Expenses

Coverages provided herein are not applicable to the generation of claim adjustment costs by you; such as fees you may incur by retaining a public adjuster or appraiser.

III. ADDITIONAL COVERAGES

A. Business Travel Accident Benefit

We will pay a Business Travel Accident Benefit to the insured if a director or officer suffers injury or death while traveling on a common carrier for your business during the policy period.

For the purpose of Business Travel Accident Benefit coverage, injury means:

1. Physical damage to the body caused by violence, fracture, or an accident that results in loss of life not later than one hundred eighty (180) days after the policy expiration, the date of cancellation or the date of non-renewal;
2. Accidental loss of limbs or multiple fingers;
3. Total loss of sight, speech or hearing.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

The Business Travel Accident Benefit shall not be payable if the cause of the injury was:

1. An intentional act by the insured;
2. An act of suicide or attempted suicide;
3. An act of war; or
4. A disease process.

B. Conference Cancellation

We will reimburse the insured for any business-related conference expenses, paid by the insured and not otherwise reimbursed, for a canceled conference that an employee was scheduled to attend. The cancellation must be due directly to a "natural catastrophe" or a "communicable disease" outbreak that forces the cancellation of the conference.

With respect to a conference cancellation claim, it is further agreed as follows:

1. The insured employee must have registered for the conference at least thirty (30) days prior to the cancellation; and
2. The cancellation must be ordered by a local, state or federal Board of Health or other governmental authority having jurisdiction over the location of the conference.

The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

C. Donation Assurance

If the insured is a 501(c)(3) status non-profit organization as defined in the United States Internal Revenue Code, we will reimburse the insured for "failed donation claim(s)."

With respect to any "failed donation claim," it is further agreed as follows:

1. The donor must not have been in bankruptcy, nor have filed for bankruptcy or reorganization in the past seven (7) years prior to the time said pledge was made to the insured;
2. For non-cash donations, our payment of a "failed donation claim" shall be based on the fair market value of said non-cash donation at the time of the "failed donation claim";
3. In the case of unemployment or incapacitation of a natural person donor and as a condition of payment of the "failed donation claim":
 - a. Neither the natural person donor nor the insured shall have had reason to believe the donor would become unemployed or incapacitated subsequent to the donation date; and
 - b. The donor shall be unemployed for at least sixty (60) days prior to a claim being submitted by the insured;
4. No coverage shall be afforded for a written pledge of funds or other measurable, tangible property to the insured dated prior to the policy period; and
5. A donation amount which is to be collected by the insured over more than a twelve (12) month period shall be deemed a single donation.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

D. Emergency Real Estate Consulting Fee

We will reimburse the insured any realtor's fee or real estate consultant's fee necessitated by the insured's need to relocate due to the "unforeseeable destruction" of the insured's "principal location" listed in the Declarations during the policy period. The limit of insurance for this

coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

E. Fundraising Event Blackout

We will reimburse the insured for “fundraising expenses” that are incurred due to the cancellation of a fundraising event caused by the lack of electric supply resulting in a power outage, provided the fundraising event is not re-scheduled. The fundraising event must have been planned at least thirty (30) days prior to the power outage. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

F. Identity Theft Expense

We will reimburse any present director or officer of the named insured for “identity theft expenses” incurred as the direct result of any “identity theft” first discovered and reported during the policy period; provided that it began to occur subsequent to the effective date of the insured’s first policy with us. The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

G. Image Restoration and Counseling

We will reimburse the insured for expenses incurred for image restoration and counseling arising out of “improper acts” by any natural person.

Covered expenses are limited to:

1. The costs of rehabilitation and counseling for the accused natural person insured, provided the natural person insured is not ultimately found guilty of criminal conduct; this reimbursement to occur after acquittal of the natural person insured;
2. The costs charged by a recruiter or expended on advertising, for replacing an officer as a result of “improper acts”; and
3. The costs of restoring the named insured’s reputation and consumer confidence through image consulting.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

H. Key Individual Replacement Expenses

We will pay “key individual replacement expenses” if the Chief Executive Officer or Executive Director suffers an “injury” during the policy period which results in the loss of life during the policy period. The limit of insurance for this coverage is the lesser of \$50,000 or ten (10) times the annual premium paid for this policy. No deductible applies to this coverage.

I. Kidnap Expense

We will pay on behalf of any director or officer of the insured, reasonable fees incurred as a result of the kidnapping of them or their spouse, “domestic partner,” parent or child during the policy period. Coverage will not apply to any kidnapping by or at the direction of any present or former family member of the victim.

Reasonable fees will include:

1. Fees and costs of independent negotiators;
2. Interest costs for any loan from a financial institution taken by you to pay a ransom demand or extortion threat;
3. Travel costs and accommodations incurred by the named insured;
4. Reward money paid to an informant which leads to the arrest and conviction of parties responsible for loss covered under this insurance; and
5. Salary, commissions and other financial benefits paid by you to a director or officer. Such compensation applies at the level in effect on the date of the kidnap and ends upon the earliest of:
 - a. Up to thirty (30) days after their release, if the director or officer has not yet returned to work;
 - b. Discovery of their death;
 - c. One hundred twenty (120) days after the last credible evidence following abduction that they are still alive; or
 - d. Twelve (12) months after the date of the kidnapping.

The limit of insurance for this coverage is \$50,000 each policy period for all insureds combined. No deductible applies to this coverage.

J. Political Unrest Coverage

We will reimburse any present director, officer, employee or volunteer of the named insured while traveling outside the United States of America for "emergency evacuation expenses" that are incurred as a result of an incident of "political unrest." This "political unrest" must occur during the policy period. No coverage is granted for travel to countries in a state of "political unrest" at the time of departure of the travel. The limit of insurance for this coverage is \$5,000 per covered person, subject to a maximum of \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

K. Temporary Meeting Space Reimbursement

We will reimburse the insured for rental of meeting space which is necessitated by the temporary unavailability of the insured's primary office space due to the failure of a climate control system, or leakage of a hot water heater during the policy period. Coverage will exist only for the renting of temporary meeting space required for meeting with parties who are not insured under this policy. The limit of insurance for this coverage is \$25,000 per policy period for all insureds combined. No deductible applies to this coverage.

L. Terrorism Travel Reimbursement

We will reimburse any present director or officer of the named insured in the event of a "certified act of terrorism" during the policy period which necessitates that he/she incurs "emergency travel expenses." The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

M. Travel Delay Reimbursement

We will reimburse any present director or officer of the named insured for any “non-reimbursable expenses” they incur as a result of the cancellation of any regularly scheduled business travel on a common carrier. The limit of insurance for this coverage is \$1,500 per policy period for all insureds combined. A seventy-two (72) hour waiting period deductible applies to this coverage.

N. Workplace Violence Counseling

We will reimburse the insured for emotional counseling expenses incurred directly as a result of a “workplace violence” incident at any of the insured’s premises during the policy period. The emotional counseling expenses incurred must have been for:

1. Your employees who were victims of, or witnesses to the “workplace violence”;
2. The spouse, “domestic partner,” parents or children of your employees who were victims of, or witnesses to the “workplace violence”; and
3. Any other person or persons who directly witnessed the “workplace violence” incident.

The limit of insurance for this coverage is \$50,000 per policy period for all insureds combined. No deductible applies to this coverage.

IV. DEFINITIONS

For the purpose of this endorsement, the following definitions apply:

- A. “Certified act of terrorism” means any act so defined under the Terrorism Risk Insurance Act, and its amendments or extensions.
- B. “Communicable disease” means an illness, sickness, condition or an interruption or disorder of body functions, systems or organs that is transmissible by an infection or a contagion directly or indirectly through human contact, or contact with human fluids, waste, or similar agent, such as, but not limited to Meningitis, Measles or Legionnaire’s Disease.
- C. “Domestic partner” means any person who qualifies as a domestic partner under the provisions of any federal, state or local statute or regulation, or under the terms and provisions of any employee benefit or other program established by the named insured.
- D. “Emergency evacuation expenses” mean:
 1. Additional lodging expenses;
 2. Additional transportation costs;
 3. The cost of obtaining replacements of lost or stolen travel documents necessary for evacuation from the area of “political unrest”; and
 4. Translation services, message transmittals and other communication expenses.

provided that these expenses are not otherwise reimbursable.

- E. “Emergency travel expenses” mean:

1. Hotel expenses incurred which directly result from the cancellation of a scheduled transport by a commercial transportation carrier, resulting directly from and within forty-eight (48) hours of a “certified act of terrorism”; and
2. The increased amount incurred which may result from re-scheduling comparable transport, to replace a similarly scheduled transport canceled by a commercial transportation carrier in direct response to a “certified act of terrorism”;

provided that these expenses are not otherwise reimbursable.

- F. “Failed donation claim” means written notice to the insured during the policy period of:
1. The bankruptcy or reorganization of any donor whereby such bankruptcy or reorganization prevents the donor from honoring a prior written pledge of funds or other measurable, tangible property to the insured; or
 2. The unemployment or incapacitation of a natural person donor preventing him/her from honoring a prior written pledge of funds or other measurable, tangible property to the insured.
- G. “Fundraising expenses” mean deposits forfeited and other charges paid by you for catering services, property and equipment rentals and related transport, venue rentals, accommodations (including travel), and entertainment expenses less any deposits or other fees refunded or refundable to you.
- H. “Identity theft” means the act of knowingly transferring or using, without lawful authority, a means of identification of any director or officer (or spouse or “domestic partner” thereof) of the named insured with the intent to commit, or to aid or abet another to commit, any unlawful activity that constitutes a violation of federal law or a felony under any applicable state or local law.
- I. “Identity theft expenses” mean:
1. Costs for notarizing affidavits or similar documents attesting to fraud required by financial institutions or similar credit grantors or credit agencies;
 2. Costs for certified mail to law enforcement agencies, credit agencies, financial institutions or similar credit grantors; and
 3. Loan application fees for re-applying for a loan or loans when the original application is rejected solely because the lender received incorrect credit information.
- J. “Improper acts” means any actual or alleged act of:
1. Sexual abuse;
 2. Sexual intimacy;
 3. Sexual molestation; or
 4. Sexual assault;
- committed by an insured against any natural person who is not an insured. Such “improper acts” must have been committed by the insured while in his or her capacity as an insured.
- K. “Injury” whenever used in this endorsement, other than in Section III. A. **Business Travel**,

means any physical damage to the body caused by violence, fracture or an accident.

- L.** “Key individual replacement expenses” mean the following necessary expenses:
1. Costs of advertising the employment position opening;
 2. Travel, lodging, meal and entertainment expenses incurred in interviewing job applicants for the employment position opening; and
 3. Miscellaneous extra expenses incurred in finding, interviewing and negotiating with the job applicants, including, but not limited to, overtime pay, costs to verify the background and references of the applicants and legal expenses incurred to draw up an employment contract.
- M.** “Natural catastrophe” means hurricane, tornado, earthquake or flood.
- N.** “Non-reimbursable expenses” means the following travel-related expenses incurred after a seventy-two (72) hour waiting period, beginning from the time documented on the proof of cancellation, and for which your director or officer produces a receipt:
1. Meals and lodging;
 2. Alternative transportation;
 3. Clothing and necessary toiletries; and
 4. Emergency prescription and non-prescription drug expenses.
- O.** “Political unrest” means:
1. A short-term condition of disturbance, turmoil or agitation within a foreign country that poses imminent risks to the security of citizens of the United States;
 2. A long-term condition of disturbance, turmoil or agitation that makes a foreign country dangerous or unstable for citizens of the United States; or
 3. A condition of disturbance, turmoil or agitation in a foreign country that constrains the United States Government’s ability to assist citizens of the United States, due to the closure or inaccessibility of an embassy or consulate or because of a reduction of its staff
- for which either an alert or travel warning has been issued by the United States Department of State.
- P.** “Principal location” means the headquarters, home office or main location where most business is substantially conducted.
- Q.** “Unforeseeable destruction” means damage resulting from a “certified act of terrorism,” fire, collision or collapse which renders all of the insured’s “principal locations” completely unusable.
- R.** “Workplace violence” means any intentional use of or threat to use deadly force by any person with intent to cause harm and that results in bodily “injury” or death of any person while on the insured’s premises.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COVERAGE C – ATHLETIC ACTIVITIES EXCLUSION DELETION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION I - COVERAGES, COVERAGE C MEDICAL PAYMENTS, Subsection 2. Exclusions, Paragraph e. Athletic Activities, is deleted in its entirety.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FITNESS AND WELLNESS LIABILITY INSURANCE EXCLUSIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusions are added to Paragraph 2. Exclusions of **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and Paragraph 2. Exclusions of **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

2. Exclusions

This insurance does not apply to:

a. Services Furnished by Health Care Providers

- (1) "Bodily injury," "property damage" or "personal and advertising injury" based upon or arising out of, in whole or in part, the rendering of or failure to render:
 - (a) Medical, surgical, dental, x-ray, or nursing service, treatment, advice or instruction, or the related furnishing of food or beverages;
 - (b) Any health or therapeutic service, treatment, advice or instruction; or
 - (c) Any service, treatment, advice or instruction in chemical skin enhancement, laser hair removal or replacement.
- (2) The furnishing or dispensing of drugs or medical, dental or surgical supplies or appliances; or
- (3) The handling or treatment of dead bodies, including autopsies, organ donation or other procedures.

This exclusion does not apply to the rendering of first aid.

Paragraph 2.a. (1)(b) above does not apply to a licensed physical therapist providing any health or therapeutic service, treatment, advice or instruction on behalf of the Named Insured.

b. Vitamins, Supplements and Steroids

- (1) "Bodily injury," "property damage" or "personal and advertising injury" based upon or arising out of, in whole or in part, the production, testing or manufacture of vitamins, minerals, herbal supplements, medicinal supplements or nutritional supplements.
- (2) "Bodily injury," "property damage" and "personal and advertising injury" based upon or arising out of, in whole or in part, the production, recommendation, selling, testing, promotion, solicitation, or manufacture of steroids.

c. Improper Fees, Dues and Expenses

“Bodily injury,” “property damage” and “personal and advertising injury” based upon or arising out of, in whole or in part, improper fees, dues, and expenses incurred or charged by an insured.

d. Communicable Disease

(1) “Bodily injury,” “property damage” or “personal and advertising injury” arising out of any “communicable disease,” including but not limited to the following:

(a) Acquired Immune Deficiency Syndrome (AIDS);

(b) Human Immunodeficiency Virus (HIV); or

(c) Hepatitis.

(2) This exclusion applies even if such damages arise or are alleged to arise as a result of the insureds’ negligent hiring, placement, training, supervision, act, error or omission or alleged sexual and/or physical abuse.

(3) For purposes of this exclusion, “communicable disease” means an infectious disease transmittable from person to person by direct contact with an affected person or that person’s discharges or body fluids.

e. Fungi or Bacteria

(1) “Bodily injury,” “property damage” or “personal and advertising injury” caused directly or indirectly by the actual, alleged or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of any:

(a) “Fungi,” “spores,” or bacteria; or

(b) Substance, vapor or gas produced by or arising out of any “fungi,” “spores” or bacteria.

(2) Loss, costs or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating or disposing of, or in any way responding to, or assessing the effects of, “fungi,” “spores” or bacteria, by any insured or by any other person or entity.

(3) For the purposes of this exclusion, the following definitions are added:

(a) “Fungi” means any type or form of fungus, including mold or mildew and any mycotoxins, “spores,” scents or byproducts produced or released by “fungi.”

(b) “Spores” means reproductive bodies produced by or arising out of “fungi.”

This exclusion does not apply to any “fungi,” “spores” or bacteria that are on, or are contained in, an edible good or edible product intended for human or animal consumption.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.
FITNESS AND WELLNESS LIABILITY INSURANCE EXTENSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. The following is added to Paragraph 1. **Insuring Agreement** of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**:

“Bodily injury” or “property damage” arising out of the rendering of or failure to render “professional training services” shall be deemed to be caused by an “occurrence.”

- B. For the purpose of determining the Limits of Insurance for the coverage provided by this endorsement, any act or omission together with all related acts or omissions in the furnishing of these “professional training services” to any one person will be considered one “occurrence.”

- C. For purposes of this endorsement, “professional training services” means any service, advice, or instruction relating to physical fitness.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**INDEPENDENT CONTRACTORS PROVIDING PROFESSIONAL
TRAINING SERVICES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II – WHO IS AN INSURED, Paragraph 2. is amended to include the following:

Any individual, other than an “employee,” “volunteer worker” or “temporary worker,” providing “professional training services” on behalf of the Named Insured. An individual’s status as an insured under this endorsement ends when his or her services on behalf of the Named Insured are completed.

B. SECTION I – COVERAGES, Paragraph 2. **Exclusions**, is amended to include the following additional exclusions:

This insurance does not apply to:

- a. “Bodily injury,” “property damage” or “personal and advertising injury” arising out of services provided on behalf of any person or organization other than the Named Insured.
 - b. “Bodily injury,” or “property damage” occurring after all “professional training services” performed on behalf of the Named Insured have been completed.
 - c. Any claim by an independent contractor who had a relationship with the Named Insured at the time of the alleged injury, regardless of whether that independent contractor was acting in his or her capacity as an independent contractor at the time of the injury.
 - d. To any claim which is initiated, alleged, or caused to be brought about by any insured covered by this policy against any other insured covered by this policy.
- C.** For purposes of this endorsement, “professional training services” means any service, advice or instructions relating to physical fitness.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PUNITIVE DAMAGES EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to Paragraph 2. Exclusions of **SECTION I - COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY**; and Paragraph 2. Exclusions of **SECTION I - COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

2. Exclusions

This insurance does not apply to:

Punitive Damages

Any punitive, treble or exemplary damages, whether or not such punitive, treble or exemplary damages arise out of any obligation to share damages with or repay someone else who must pay damages.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

SPECIFIC CLAIMANT EXCLUSION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusions are added to Paragraph 2. Of **SECTION I – COVERAGES, COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY.**

2. Exclusions

This insurance does not apply to:

Any actual or alleged "personal and advertising injury" asserted by or on behalf of Bikram Choudhury, Rajashree Choudhury, their corporations, subsidiaries, affiliates or other related business enterprises or successors in interest.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VIOLATION OF COMMUNICATION OR INFORMATION LAW EXCLUSION

This endorsement modifies insurance provided under the:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

The following exclusion is added to **Exclusions of Section I – Coverage A – Bodily Injury and Property Damage Liability** and **Coverage B – Personal and Advertising Injury Liability**, Paragraph 2.:

2. Exclusions:

This insurance does not apply to:

Violation of Communication or Information Law

“Bodily injury”, “property damage or “personal and advertising injury” resulting from or arising out of any actual or alleged violation of:

- A. The federal Telephone Consumer Protection Act (47 U.S.C. § 227), Drivers Privacy Protection Act (18 U.S.C. § 2721-2725) or Controlling the Assault of Non-Solicited Pornography and Marketing Act (15 U.S.C. § 7701, et seq.); or
- B. Any other federal, state, or local statute, regulation or ordinance that imposes liability for the:
 - (1) unlawful use of telephone, electronic mail, internet, computer, facsimile machine or other communication or transmission device; or
 - (2) unlawful use, collection, dissemination, disclosure or re-disclosure of personal information in any manner by any insured or on behalf of any insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

Blanket Additional Insured Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SECTION II – WHO IS AN INSURED is amended to include the following as an additional insured, but only with respect to liability arising out of your operations, and in accordance with a required Certificate of Insurance:

1. **Managers, Owners or Lessors of the Premises Leased, Rented, or Loaned to You**, but only with respect to that part of the premises leased, rented or loaned to you subject to the following additional exclusions:

This insurance does not apply to:

- a. Any “occurrence” which takes place after you cease to be a tenant in that premises;
- b. Structural alterations, new construction or demolition operations performed by or on behalf of the manager, owner or lessor of the premises;
- c. Any design defect or structural maintenance of the premises or loss caused by a premises defect.

2. **Lessor of Leased Equipment**, but only with respect to liability for “bodily injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s) subject to the following additional exclusions:

This insurance does not apply to:

Any “occurrence” which takes place after the equipment lease expires.

3. **Sponsors**, but only with respect to their liability as a sponsor to you.
4. **Co-Promoters**, but only with respect to their liability as a co – promoter to you
5. Subcontractors
6. **Grantor of Franchise**, but only with respect to their liability as grantor of franchise to you.

With respect to any additional insured covered under this policy, this insurance does not apply to the sole negligence of such additional insured.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ABUSIVE CONDUCT COVERAGE SUBLIMITS
DEFENSE WITHIN LIMITS**

This endorsement modifies and is subject to the insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Abusive Conduct Coverage Sublimits	
Each Abusive Conduct Incident Sublimit of Insurance:	\$ <u>100,000</u>
Aggregate Sublimit of Insurance:	\$ <u>300,000</u>

Notwithstanding any provisions elsewhere in this policy, and for the purposes of this endorsement only, the following coverage is added to **SECTION I – COVERAGES, COVERAGE A BODILY INJURY AND PROPERTY DAMAGE LIABILITY** and **COVERAGE B PERSONAL AND ADVERTISING INJURY LIABILITY**:

A. Coverage

1. Insuring Agreement

- a. We will pay those sums that the insured becomes legally obligated to pay as “damages” because of “bodily injury,” including “defense costs” to which this insurance applies caused by:

(1) “Abusive conduct”;

(2) The negligent:

(a) Employment;

(b) Selection;

(c) Investigation;

(d) Supervision;

(e) Reporting to the proper authorities, or failure to so report; or

(f) Retention

of any “employee,” “volunteer worker” or any other person or persons for whom the insured is or ever was legally responsible and whose conduct would be covered by (1) above;

- (3) The negligent:
- (a) Placement of adoptive or foster children;
 - (b) Selection or training of adoptive or foster parents; or
 - (c) Supervision of adoptive or foster parents,
that gives rise to “claims” of “abusive conduct”;
- (4) The negligent:
- (a) Design;
 - (b) Control;
 - (c) Maintenance;
 - (d) Supervision;
 - (e) Inspection; or
 - (f) Investigation
of prospective tenants of your premises; premises in your control; or premises you have leased to another that gives rise to “claims” of “abusive conduct”; or
- (5) The negligent failure to provide professional services or neglect of the therapeutic needs of a client, patient or other person because of “abusive conduct.”

Subject to the above provisions, we have the right and duty to defend any “suit” seeking “damages” to which this insurance applies. However, we have no duty to defend the insured against any “suit” seeking “damages” to which this insurance does not apply. We may at our discretion, investigate and settle any “claim” of “abusive conduct” and any “suit” that may result. But:

- (i) The amount we will pay for “damages” and “defense costs” combined, is limited as described in **SECTION III – LIMITS OF INSURANCE**; and
- (ii) Our right and duty to defend end when we have used up our applicable limit of insurance in the payment of “damages” or “defense costs.”

We will pay, with respect to any “claim” we investigate or “suit” we defend, any “defense costs” we incur. No other obligation or liability to pay sums or perform acts or services is covered.

- b. This insurance applies to “damages” and “defense costs” because of “bodily injury” only if:
- (1) The “bodily injury” is caused by “abusive conduct” that takes place in the “coverage territory”; and
 - (2) The “abusive conduct” first occurs during the policy period.
- c. “Damages” because of “bodily injury” include “damages” claimed by any person or organization for care, loss of services or death resulting at any time from the “bodily

injury.”

2. Exclusions

The following exclusions are added to Paragraph **2. Exclusions**:

We will not pay:

- a. Any “claim” or “suit” on behalf of any person who personally takes part in any “abusive conduct”;
- b. Any “claim” or “suit” on behalf of any person who intentionally fails to report “abusive conduct” committed by an “employee,” “volunteer worker” or any other person for whom any insured is or ever was legally responsible;
- c. Any “claim” or “suit” on behalf of any person who commits an intentional or criminal act;
- d. Any “claim” or “suit” on behalf of any “employee,” “volunteer worker” or any other person for whom any insured is or ever was legally responsible if at the time of this policy’s inception any insured was aware of actual or alleged “abusive conduct” by such person;
- e. Liability assumed by the insured under any contract or agreement;
- f. Any obligation for which an insured, or any insurance carrier of the insured, may be held liable under a workers compensation, disability benefits or unemployment compensation law or any similar law;
- g. Any “claim” or “suit” arising out of matters which may be deemed uninsurable;
- h. Any “claim” made against an insured by another insured except a “claim” made by an insured who is an “employee” or “volunteer worker,” subject to Exclusion i. below;
- i. Any “claim” made by or on behalf of your “employee” or “volunteer worker” except in the limited instance where that “employee” or “volunteer worker” is also your client and receiving services falling within the official scope of the services which you provide and the “claim” arises out of the provision of these services;
- j. Any “defense costs” associated with a criminal trial including appeals;
- k. “Abusive conduct” that predates the inception of this policy notwithstanding that such “abusive conduct” may continue into this policy period;
- l. Any “claim” arising out of, based upon or attributable to:
 - (1) Any litigation or demand against an insured pending on or before the inception of this policy, including any future litigation or demand based on the pending or prior litigation that is derived from the same or essentially the same facts as alleged in such prior litigation;
 - (2) Any “abusive conduct,” fact, circumstance or situation which has been the subject of any written notice given under any other policy of insurance prior to inception of this policy; or
 - (3) Any “abusive conduct,” fact, circumstance or situation of which, as of the inception of this policy, the insured had knowledge and from which the insured could reasonably expect a “claim” to arise; or

- m. Any “claim” or “suit” arising out of sexual discrimination and/or sexual harassment whether asserted under any federal or state statute or the common or civil law of any jurisdiction.

B. Limits of Insurance

The following is added to **SECTION III – LIMITS OF INSURANCE**:

The most we will pay for this coverage is the Sublimit of Insurance stated in this endorsement’s **SCHEDULE** subject to the following:

1. The Each Abusive Conduct Incident Sublimit of Insurance listed in this endorsement applies to each “abusive conduct” incident, including “defense costs,” regardless of the number of incidents involved; and
2. The Aggregate Sublimit of Insurance listed in this endorsement applies as an aggregate per policy period, including “defense costs.”

Multiple incidents of “abusive conduct” which take place over multiple policy periods for which this coverage is provided shall be deemed to constitute one “abusive conduct” and shall be deemed to occur only at the time of such first incident. Coverage for such “abusive conduct” shall be provided only under the policy, if any, which is in place at the time of the first such incident and shall be subject to the applicable limit of insurance in that one policy.

Payment under this coverage shall be included in the General Aggregate Limit as stated in **SECTION III – LIMITS OF INSURANCE**, Paragraph 2. All other provisions of **SECTION III – LIMITS OF INSURANCE** do not apply to coverage defined in this endorsement.

C. Definitions

The following definitions are added to **SECTION V – DEFINITIONS**:

1. “Abusive conduct” means all actual, threatened or alleged acts of physical abuse, sexual abuse, sexual molestation, sexual misconduct, sexual exploitation, or sexual injury arising out of a single act, or continuous or repeated exposure of one person or two or more people to multiple acts of a sexual nature committed by:
 - a. One person; or
 - b. Two or more people acting together or in related acts or series of acts.

Any act or multiple, continuous, related or repeated acts of “abusive conduct” by one person or two or more people acting together will be deemed one “abusive conduct” and will be deemed to occur only when the first “abusive conduct” takes place, regardless of:

- (1) The number of people injured;
- (2) The time period, including multiple policy periods, over which the “abusive conduct” took place;
- (3) The number of such acts; or
- (4) Whether, in the case of two or more people acting together, each such person participated in each act.

2. “Bodily injury”

For the purposes of this endorsement, the definition of “bodily injury” is superseded by: “Bodily injury” means bodily injury, sickness or disease sustained by a person. “Bodily injury” includes mental anguish, mental injury, shock, fright or death resulting from physical injury or “abusive conduct.”

3. “Claim” means any written demand for monetary relief.

4. “Damages” means a monetary:

a. Judgment;

b. Award; or

c. Settlement,

but does not include fines, sanctions, penalties, punitive or exemplary damages or the multiple portion of any damages.

5. “Defense costs” means any costs to investigate a “claim” or defend a “suit” seeking “damages.” These costs are included within the limits of insurance.

Policy Number: PHPK1830511-003

Named Insured: Mariya Cavazos



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

Terrorism Premium (Certified Acts) \$ _____

**PHILADELPHIA INSURANCE COMPANIES
 DISCLOSURE NOTICE OF TERRORISM INSURANCE COVERAGE REJECTION OPTION**

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. *As defined in Section 102(1) of the Act:* The term “act of terrorism” means any act or acts that are certified by the Secretary of the Treasury—in consultation with the Secretary of Homeland Security, and the Attorney General of the United States—to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 and 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS COVERAGE IS PROVIDED ABOVE AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS’ LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Your attached proposal (or policy) includes a charge for terrorism. We will issue (or have issued) your policy with terrorism coverage unless you decline by placing an “X” in the box below.

NOTE 1: If —included is shown on your proposal (or policy) for terrorism you WILL NOT have the option to reject the coverage.

NOTE 2: You will want to check with entities that have an interest in your organization as they may require that you maintain terrorism coverage (e.g. mortgagees).

EXCEPTION: If you have property coverage on your policy, the following Standard Fire Policy states do not permit an Insured to reject fire ensuing from terrorism: CA, CT, GA, HI, IA, IL, ME, MA, MO, NJ, NY, NC, OR, RI, VA, WA, WV, WI. Therefore, if you are domiciled in the above states and reject terrorism coverage, you will still be charged for fire ensuing from terrorism as separately designated on your proposal.

I decline to purchase terrorism coverage. I understand that I will have no coverage for losses arising from „certified“ acts of terrorism, EXCEPT as noted above.

You, as the Insured, have 30 days after receipt of this notice to consider the selection/rejection of “terrorism” coverage. After this 30 day period, any request for selection or rejection of terrorism coverage WILL NOT be honored.

REQUIRED IN GA – LIMITATION ON PAYMENT OF TERRORISM LOSSES (applies to policies which cover terrorism losses insured under the federal program, including those which only cover fire losses)
The provisions of the Terrorism Risk Insurance Act, as amended, can limit our maximum liability for payment of losses from certified acts of terrorism. That determination will be based on a formula set forth in the law involving the national total of federally insured terrorism losses in an annual period and individual insurer participation in payment of such losses. If one or more certified acts of terrorism in an annual period causes the maximum liability for payment of losses from certified acts of terrorism to be reached, and we have satisfied our required level of payments under the law, then we will not pay for the portion of such losses above that maximum. However, that is subject to possible change at that time, as Congress may, under the Act, determine that payments above the cap will be made.

INSURED’S SIGNATURE _____
DATE _____

CALIFORNIA PREMIUM REFUND DISCLOSURE NOTICE

In accordance with CAL. INS. CODE § 481.(c), we are notifying you that in the event that the first Named Insured cancels the insurance policy, we shall retain 10% of the unearned premium. The premium refunded to you will therefore be calculated as 90% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 90% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

If you have an Equipment Breakdown policy or your policy contains an Equipment Breakdown Coverage Part, then the following premium refund calculation applies instead of that provided in the preceding paragraph. For the Equipment Breakdown policy premium or for the premium attributable to the Equipment Breakdown Coverage Part, we shall retain 25% of the unearned premium. The premium refunded to you will therefore be calculated as 75% of the pro rata unearned premium. But if cancellation takes place during the first year of a multiyear prepaid policy, we will return 75% of the pro rata unearned premium for the first year and the full annual premium for the subsequent years.

However, the penalties set forth in the preceding paragraphs will not apply under the following circumstances, even if the first Named Insured cancels the policy:

1. The Insured(s) no longer has a financial or insurable interest in the property or business operation that is the subject of insurance;
2. Cancellation takes place after the first year for a prepaid policy written for a term of more than one year; or
3. The policy is rewritten in the same insuring company or company group.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/06/2021

PRODUCER Maguire Insurance Agency, Inc. FWI 1 Bala Plz Ste 100 Bala Cynwyd, PA 19004-1401 610.617.7900	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURED Mariya Cavazos 97 Alta Mesa Cir Monterey, CA 93940-4601	INSURERS AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: INSURER C: INSURER D: INSURER E:


COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATION MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PROFESSIONAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	PHPK1830511-003	06/04/2021	06/04/2022	EACH OCCURENCE	\$1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
						MED EXP (Any one person)	\$2,500
						PERSONAL & ADV INJURY	\$1,000,000
						GENERAL AGGREGATE	\$3,000,000
						PRODUCTS - COMP/OP AGG	\$3,000,000
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident)	
						BODILY INJURY (Per person)	
						BODILY INJURY (Per accident)	
						PROPERTY DAMAGE (Per accident)	
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	
						OTHER THAN AUTO ONLY: EA ACC	
						AGG	
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION				EACH OCCURENCE	
						AGGREGATE	
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	
						E.L. DISEASE - EA EMPLOYEE	
						E.L. DISEASE - POLICY LIMIT	
		OTHER					
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS It is understood and agreed that the following entity is added as an additional insured but only with respect(s) to the operations of the named insured except that liability resulting from the additional insured's sole negligence.							

CERTIFICATE HOLDER

CANCELLATION

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	AUTHORIZED REPRESENTATIVE 

IMPORTANT

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CERTIFICATE OF LIABILITY INSURANCE

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05/06/2021

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CERTIFICATE HOLDER

CANCELLATION

ClassPass 275 7th Avenue New York, NY 10001-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
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CERTIFICATE HOLDER

CANCELLATION

CarmelBarre 26135 Carmel Rancho Blvd E-104, E104 Carmel, CA 93923-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
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This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

- 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: School Accountability Report Cards

PERSON(S) RESPONSIBLE: Ana Silva, Director Curriculum/Special Projects

RECOMMENDATION:

The District Administration recommends that the Board review and approve the 2020-2021 School Accountability Report Cards. SARC Reports reflect the previous school year's data.

BACKGROUND:

California law requires that each school site prepare and make publicly available a School Accountability Report Card (or SARC). The law states that the SARC "Shall provide data by which parents can make meaningful comparisons between public schools enabling them to make informed decisions on which school to enroll their children".

INFORMATION:

The information contained in these reports will enable you to gain a more accurate and realistic picture of the qualities of each school in our district. The School Accountability Report Card for each school site is available by February 1 and is available on the California Department of Education website, as well as the PGUSD website at <http://pgusd.org/sarc-reports/>.

Along with information and data collected from California's new accountability system, The California School Dashboard, the SARC Reports utilize data that pertains to State Priority 1 such as availability of instructional materials, appropriately assigned teacher assignments, and condition of facilities. Every year, schools must review SARC Reports with the School Board as a component of the local indicator in the California School Dashboard Accountability System.

FISCAL IMPACT:

None.

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

SUBJECT: Board Calendar/Future Meetings

DATE: January 20, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar August – December 2021

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

*Quarterly District Safety Update

Board Meeting Calendar January-June 2022

Thursday Jan. 20	Regular Board Meeting ✓ 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
Thursday Mar. 3	Regular Board Meeting ✓ Open House Schedules Reviewed ✓ TRAN Resolution	District Office/Virtual
Thursday Mar. 17	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Budget Projections and Assumptions ✓ 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	District Office/Virtual
Thursday June 16	Regular Board Meeting ✓ 2022-23 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2022-23 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office

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

- 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: Review of July through November Property Tax Revenues And Overall Tax Projections for 2021-22 And Preliminary projections for 2022-23

DATE: January 20, 2022

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

RECOMMENDATION:

Administration recommends that the Board review the year-to-date receipts of Property Tax Revenue, overall tax projections for 2021-22, and preliminary projections for 2022-23.

BACKGROUND:

Property Tax revenues are received in various amounts throughout the year, but the majority of receipts occur in the months of December and April, as homeowners pay their property tax bills. The budget for property tax revenues should be reviewed following the December and April receipts of property tax revenues from the County Assessor’s Office. When the actual amounts are known, they can be compared to budgeted amounts and the District Budget can be revised if necessary.

INFORMATION:

The following are actual receipts as compared to the Budget Revisions (BR)#1 in October. The 2021-22 First Interim projections have not changed until the December and April receipts are known.

	<u>BR #1 Projections</u>	<u>Actuals</u>	<u>Difference</u>
July	\$0	\$0	
August	\$0	\$0	
September	\$113,080	\$85,291	(\$27,789)
October	\$0	\$0	
November	\$1,057,702	\$1,327,911	\$270,209

The total projection for the 2021-22 Adopted Budget was increased by \$121,996 to \$30,590,894 at Budget Revisions #1 in October. Further adjustments can happen if both the December and April tax receipts showing higher year-to-date amounts.

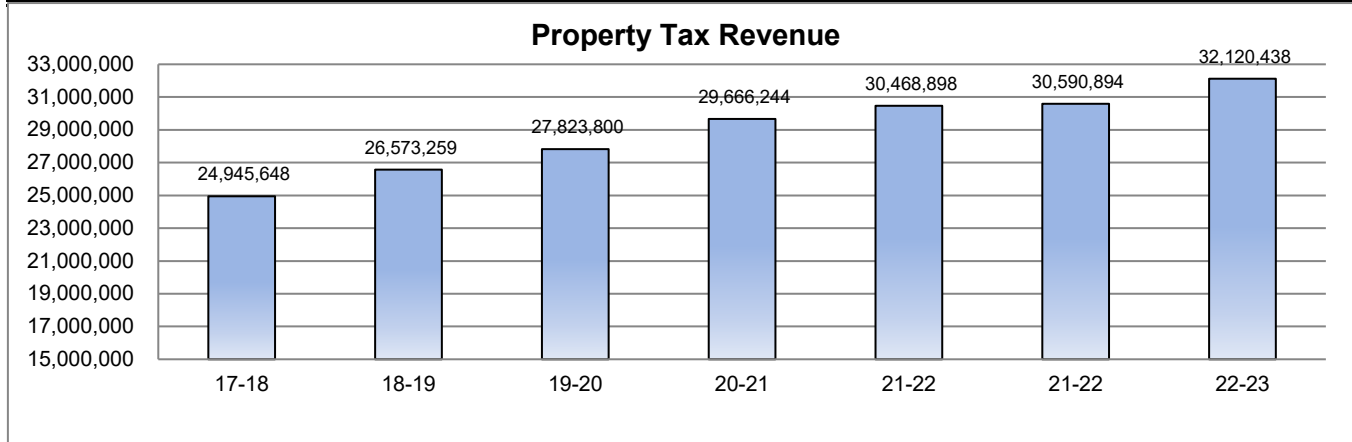
2022-23: Working with the Assessor for the new budget year of 2022-23, a projected increase of 5% has been provided. This increase has been incorporated in Budget Revisions #1 as well as the First Interim Report/ Budget Revisions #2.

FISCAL IMPACT:

This agenda item is for review only.

Property Tax Revenue

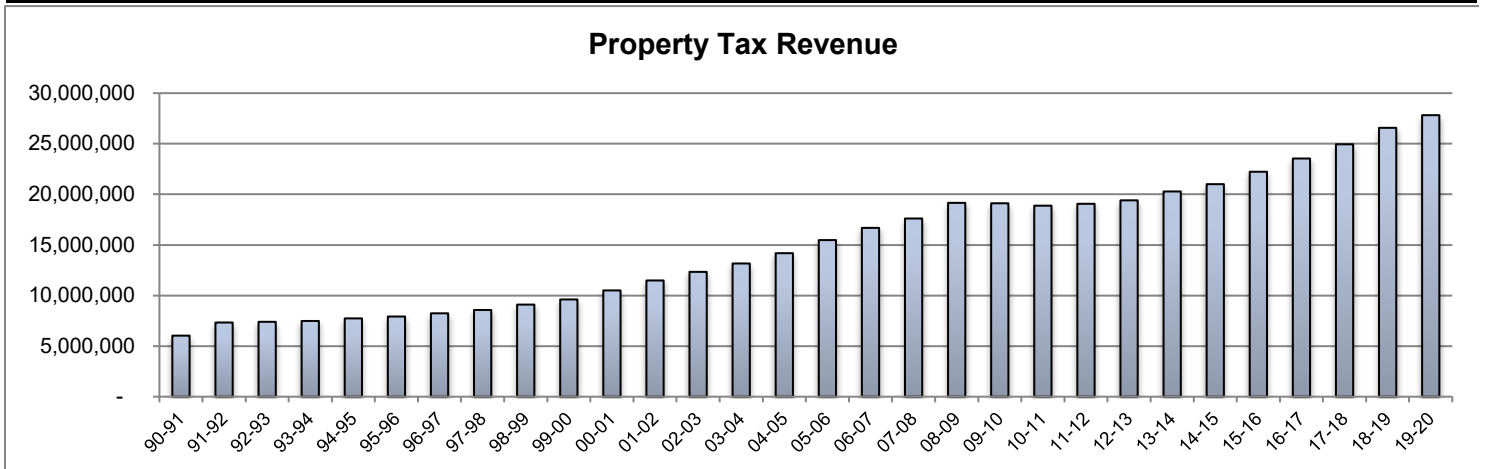
	5.96%	6.52%	4.71%	6.62%	4.15%	3.12%	5.00%
	2017-18	2018-19	2019-20	2020-21	2021-22	2021-22	2022-23
	actual	actual	actual	actuals	Original Est.	Est & Actuals	Estimate
July	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-
September	56,920	81,929	91,507	109,662	99,117	85,291	89,555
Year-to-Date	56,920	81,929	91,507	109,662	85,291	85,291	89,555
October	818,005	-	-	-	-	-	-
Year-to-Date	874,925	81,929	-	109,662	85,291	85,291	89,555
November	46,407	943,522	1,012,590	1,025,732	1,096,797	1,327,911	1,394,307
Year-to-Date	921,332	1,025,451	1,104,097	1,135,394	1,413,202	1,413,202	1,483,862
December	13,648,659	13,591,740	14,644,626	15,891,982	15,843,632	16,248,168	17,060,577
Year-to-Date	14,569,991	14,617,191	15,748,723	17,027,376	17,661,371	17,661,371	18,544,439
percent change	7.34%	0.32%	7.74%	4.08%	7.95%	3.72%	5.00%
January	755,156	880,650	645,269	280,379	698,930	286,827	301,169
Year-to-Date	15,325,147	15,497,841	16,393,992	17,307,755	17,948,198	17,948,198	18,845,608
percent change	10.41%	1.13%	5.78%	1.62%	5.38%	3.70%	5.00%
February	1,459,505	719,652	726,703	657,961	787,135	673,091	706,746
Year-to-Date	16,784,652	16,217,492	17,120,695	17,965,716	18,621,289	18,621,289	19,552,354
percent change	15.90%	-3.38%	5.57%	1.00%	4.69%	3.65%	5.00%
March	5,135	560,829	635,096	866,946	662,126	886,883	931,228
Year-to-Date	16,789,787	16,778,321	17,755,791	18,832,662	19,508,173	19,508,173	20,483,582
percent change	12.05%	-0.07%	5.83%	2.22%	5.89%	3.59%	5.00%
April	7,665,157	9,268,101	9,353,536	10,108,449	10,659,167	10,340,911	10,857,956
Year-to-Date	24,454,944	26,046,422	27,109,326	28,941,111	29,849,084	29,849,084	31,341,538
percent change	6.21%	6.51%	4.08%	0.99%	4.16%	3.14%	5.00%
May	72,178	102,453	62,709	82,045	120,959	83,932	88,129
Year-to-Date	24,527,122	26,148,876	27,172,035	29,023,156	29,933,016	29,933,016	31,429,667
percent change	6.14%	6.61%	3.91%	0.87%	4.03%	3.13%	5.00%
June	418,526	424,383	651,765	643,089	501,035	657,878	690,771
Year-to-Date	24,945,648	26,573,259	27,823,800	29,666,244	30,590,894	30,590,894	32,120,438
percent change	5.96%	6.52%	4.71%	1.41%	4.57%	3.12%	5.00%
Total	24,945,648	26,573,259	27,823,800	29,666,244	30,468,898	30,590,894	32,120,438
Inc (Dec)	1,403,586	1,627,611	1,250,541	1,842,444	1,214,075	924,649	1,529,545
percent change	5.96%	6.52%	4.71%	6.62%	4.15%	3.12%	5.00%



Pacific Grove Unified School District

Property Tax History

Year	December			April			Final			Dec/Jun	Apr/Jun
	Tax	Inc (Dec)	%	Tax	Inc (Dec)	%	Tax	Inc (Dec)	%		
90-91							6,034,000	577,000	10.6%		
91-92	Basic Aid						7,331,761	1,297,761	21.5%		
92-93							7,399,872	68,111	0.9%		
93-94							7,482,522	82,650	1.1%		
94-95							7,737,330	254,808	3.4%		
95-96							7,923,391	186,061	2.4%		
96-97							8,239,086	315,695	4.0%		
97-98							8,565,798	326,712	4.0%		
98-99							9,101,506	535,708	6.3%		
99-00							9,610,100	508,594	5.6%		
00-01							10,502,617	892,517	9.3%		
01-02							11,485,691	983,074	9.4%		
02-03							12,335,985	850,294	7.4%		
03-04							13,164,922	828,937	6.7%		
04-05							14,182,257	1,017,335	7.7%		
05-06							15,476,998	1,294,741	9.1%		
06-07	9,371,209			16,397,261			16,683,456	1,206,458	7.8%	56.2%	98.3%
07-08	9,632,175	260,966	2.8%	17,221,319	824,058	5.0%	17,609,716	926,260	5.6%	54.7%	97.8%
08-09	10,701,909	1,069,734	11.1%	18,701,131	1,479,812	8.6%	19,157,064	1,547,348	8.8%	55.9%	97.6%
09-10	10,574,851	(127,058)	-1.2%	18,607,024	(94,107)	-0.5%	19,114,959	(42,105)	-0.2%	55.3%	97.3%
10-11	10,703,836	128,985	1.2%	18,414,267	(192,757)	-1.0%	18,878,723	(236,236)	-1.2%	56.7%	97.5%
11-12	10,694,939	(8,897)	-0.1%	18,466,514	52,247	0.3%	19,064,987	186,264	1.0%	56.1%	96.9%
12-13	10,959,537	264,598	2.5%	18,931,299	464,785	2.5%	19,407,223	342,236	1.8%	56.5%	97.5%
13-14	11,385,033	425,496	3.9%	19,809,903	878,604	4.6%	20,283,021	875,798	4.5%	56.1%	97.7%
14-15	12,074,561	689,528	6.1%	20,509,066	699,163	3.5%	21,005,314	722,293	3.6%	57.5%	97.6%
15-16	12,527,599	453,038	3.8%	21,762,445	1,253,379	6.1%	22,231,404	1,226,090	5.8%	56.4%	97.9%
16-17	13,573,161	1,045,562	8.3%	23,025,529	1,263,084	5.8%	23,542,062	1,310,658	5.9%	57.7%	97.8%
17-18	14,569,991	996,829	7.3%	24,454,944	1,429,416	6.2%	24,945,648	1,403,586	6.0%	58.4%	98.0%
18-19	14,617,191	47,200	0.3%	26,046,422	1,591,478	6.5%	26,573,259	1,627,611	6.5%	55.0%	98.0%
19-20	15,748,723	1,131,532	7.7%	27,109,326	1,062,904	4.1%	27,823,800	1,250,541	4.7%	56.6%	97.4%
20-21	17,027,376	1,278,653	8.1%	28,941,111	1,831,784	6.8%	29,666,244	1,842,444	6.6%	57.4%	97.6%
21-22	17,661,371	633,995	3.7%	29,849,084	907,973	3.1%	30,590,894	924,649	3.1%	57.7%	97.6%
22-23	18,544,439	883,069	5.0%	31,341,538	1,492,454	5.0%	32,120,438	1,529,545	5.0%	57.7%	97.6%
Average										56.4%	97.7%



- | | |
|---|--|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input 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: Review of District Enrollment Projections for 2022-23

DATE: January 10, 2022

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

RECOMMENDATION:

The Administration recommends that the Board review the attached Enrollment projections for 2022-23.

BACKGROUND:

One of the first steps in the budgeting process is to estimate the number of students expected to be enrolled at each grade level. Once the number of students is projected, the District can then identify any changes to certificated staffing needs based upon changes in enrollment.

Due to the covid 19 pandemic and the ensuing population movements, 2020-21 enrollment patterns were not indicative of the subsequent 2021-22 trends, which experienced an atypical decline of 98 students, from 1,922 in 2020-21 to 1,824 for the last past fiscal year.

In spite of a partial stabilization following the vaccination campaigns, it is still a challenge to project the number of students for 2022-23. Having said that, based on a cohort-survival method of existing grades and best estimates of incoming students, the total projected is 1,824, the same number of students as in 2021-22.

Enrollment reports will be brought before the Board again in April if we have better enrollment projections.

INFORMATION:

Preliminary observations for 2022-23:

- 1) Forest Grove enrollment is estimated to be 417 students, with an **increase** of 7 students. The Transitional kindergarten (TK) enrollment of 22 is simply an average of the pre-pandemic counts of 25 and the current counts of 18. The kindergarten numbers are based on current year's head counts but we will have a better idea in the spring. If the TK enrollment reverts to the pre-pandemic level, there could be an additional 4 to 6 students. There are no recommended staffing changes at Forest Grove at this point.
- 2) Robert Down enrollment is estimated to be 429 students, which is a **decrease** of 4 students from the 2021-22 California Basic Educational Data System (CBEDs) counts. Staff will continue to monitor any enrollment adjustments.

- 3) Middle School enrollment is expected to be 410, which is an **increase** of 18 students. The increase is the projected higher enrollment for incoming 6th grade class sizes.
- 4) High School enrollment is expected to be 553 students, which is a **decrease** of 21 students from 2021-22, a lower number of incoming 9th grade students. High School enrollment is estimated by moving the 8th Graders from the Middle School (new comers at 126 as compared to the current 9th grade at 163) into 9th Grade, and graduating out the 12th Graders (147).
- 5) Community High School is expected to have enrollment of **15** students, the same level as 2021-22.
- 6) Overall, district enrollment is expected to be 1,824 students, which coincidentally is exactly the same level as 2021-22.

Attached is also the current year's, 2021-22 class sizes and staffing.

FISCAL IMPACT:

Changes in enrollment have no impact on revenues because the District receives its funding primarily from local property taxes. However, changes in enrollment does result in changes to Site Allocations, Certificated staffing, and any categorical budgets that receive funding based on enrollment.

Pacific Grove Unified School District

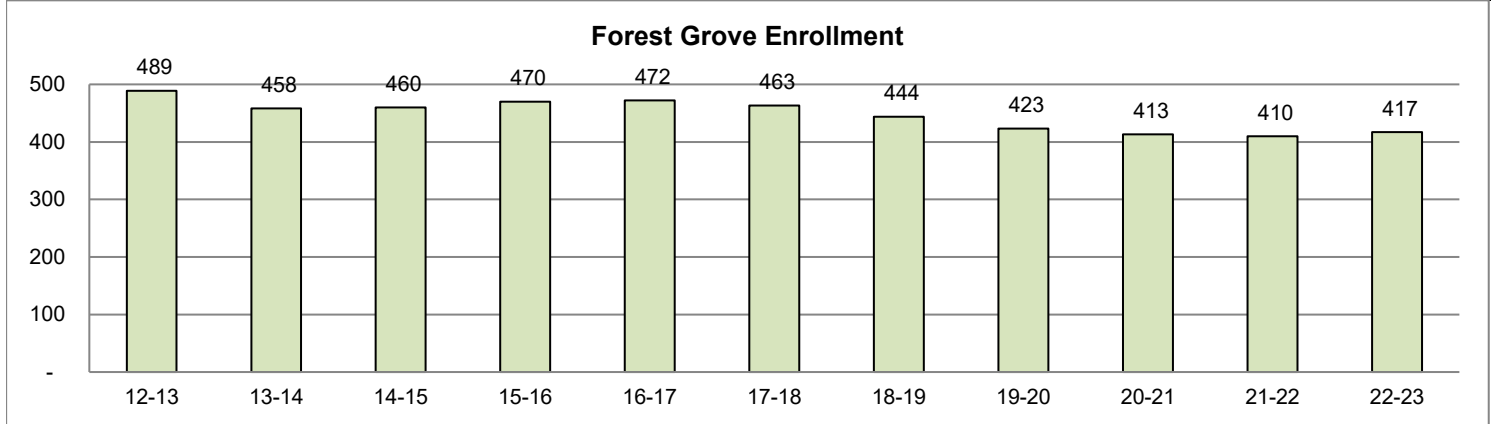
Enrollment - 2021-22

Projections																
	Apr	May	Jun	Jul	Aug 5	Aug 11	Sep 14	Oct 6	Nov	Dec	Jan	Feb	Mar	Apr	May	
Forest Grove	covid 19				1st Day	5th Day		CBEDs	17th	10th	20th	10th	15th	21st		
TK	1.00	17	17	-	-	16	16	18	18	19	19	McDaniel				
sped=0		17.0	17.0	-	-	16.0	16.0	18.0	18.0	19.0	19.0	-	-	-	-	
K	3.00	59	60	-	-	67	68	69	71	72	72	Fadem 24 - Sweeney 23 - Wright 25				
Boston	sped=1	19.7	20.0	-	-	22.3	22.7	23.0	23.7	24.0	24.0	-	-	-	-	
1	3.00	65	65	-	-	62	60	60	61	61	62	McCarty 20 - Miller 21 - Luciano 21				
Boston	sped=1	21.7	21.7	-	-	20.7	20.0	20.0	20.3	20.3	20.7	-	-	-	-	
2	3.00	57	56	-	-	63	64	65	64	66	66	Welch 24 - Cina 21 - Patel 22				
Boston	sped=2	19.0	18.7	-	-	21.0	21.3	21.7	21.3	22.0	22.0	-	-	-	-	
3	3.00	60	60	-	-	55	52	58	58	58	57	Gordon 19 - Andersen 20 - Flores 18				
Boston/Kelly	sped=4	20.0	20.0	-	-	18.3	17.3	19.3	19.3	19.3	19.0	-	-	-	-	
4	3.00	77	76	-	-	69	67	71	70	69	69	Russo 24 - Serpa 23 - Valdez 22				
Kelly	sped=3	25.7	25.3	-	-	23.0	22.3	23.7	23.3	23.0	23.0	-	-	-	-	
5	3.00	58	58	-	-	66	63	68	68	68	68	Condit 23 - Sanchez 21 - Yant 24				
Kelly	sped=5	19.3	19.3	-	-	22.0	21.0	22.7	22.7	22.7	22.7	-	-	-	-	
Total	19.00	393	392	-	-	398	390	409	410	413	413	-	-	-	-	
Avg Class Size		20.7	20.6	-	-	20.9	20.5	21.5	21.6	21.7	21.7	-	-	-	-	
SE (SDC)	2.00	20	19	-	-	-	15	16	16	16	15	-	-	-	-	
Robert Down																
K	3.00	62	62	-	-	66	67	69	70	70	70	Chavez 23 - Kelly 24 - Renteria 23				
Bloomer	sped=2	20.7	20.7	-	-	22.0	22.3	23.0	23.3	23.3	23.3	-	-	-	-	
1	3.00	67	67	-	-	63	62	61	61	62	61	Evans 21 - Smith 19 - Perkins 21				
Bloomer	sped=1	22.3	22.3	-	-	21.0	20.7	20.3	20.3	20.7	20.3	-	-	-	-	
2	3.00	83	83	-	-	68	66	66	69	67	68	Darnell 22 - Gilmore 23 - Johnson 23				
Bloomer	sped=1	27.7	27.7	-	-	22.7	22.0	22.0	23.0	22.3	22.7	-	-	-	-	
3	4.00	69	69	-	-	80	81	81	81	80	80	Ibrahim 21 - Jones 18 - Perlstein 21				
Bloomer	sped=1	17.3	17.3	-	-	20.0	20.3	20.3	20.3	20.0	20.0	Stejskal 20		-	-	
4	3.00	81	81	-	-	66	67	67	68	68	69	Brockmeyer 23 - Levy 23 - Pechan 23				
Bloomer	sped=3	27.0	27.0	-	-	22.0	22.3	22.3	22.7	22.7	23.0	-	-	-	-	
5	3.00	62	62	-	-	74	74	75	76	75	73	Dacuyan 25 - Hiserman 25 - Hober 23				
sped=0		20.7	20.7	-	-	24.7	24.7	25.0	25.3	25.0	24.3	-	-	-	-	
Total	19.00	424	424	-	-	417	417	419	425	422	421	-	-	-	-	
Avg Class Size		22.3	22.3	-	-	21.9	21.9	22.1	22.4	21.1	21.1	-	-	-	-	
SE/Reading	1.00	7	7	-	-	8	8	8	8	7	7	-	-	-	-	
Middle School																
6		147	147	-	-	126	124	128	127	130	131	-	-	-	-	
7		129	129	-	-	142	142	141	139	141	141	-	-	-	-	
8		175	175	-	-	126	126	125	126	126	126	-	-	-	-	
Total MS	25.00	451	451	-	-	394	392	394	392	397	398	-	-	-	-	
Avg Class Size		18.0	18.0	-	-	15.8	15.7	15.8	15.7	15.9	15.9	-	-	-	-	
High School																
9		133	133	-	-	170	167	164	163	164	164	-	-	-	-	
10		153	153	-	-	129	126	124	123	123	121	-	-	-	-	
11		138	138	-	-	147	141	141	141	139	137	-	-	-	-	
12		136	136	-	-	138	135	134	147	135	135	-	-	-	-	
Total HS	36.40	560	560	-	-	584	569	563	574	561	557	-	-	-	-	
Avg Class Size		15.4	15.4	-	-	16.0	15.6	15.5	15.8	15.4	15.3	-	-	-	-	
Community High School																
Total CHS		18	18	-	-	14	14	14	15	18	17	-	-	-	-	
Total District		1,873	1,871	-	-	1,815	1,805	1,823	1,840	1,834	1,828	-	-	-	-	
Change		1,944	1,941	-	-	1,874	1,870	1,900	1,899	1,940	1,931	100	132	128	(1,873)	(1,871)

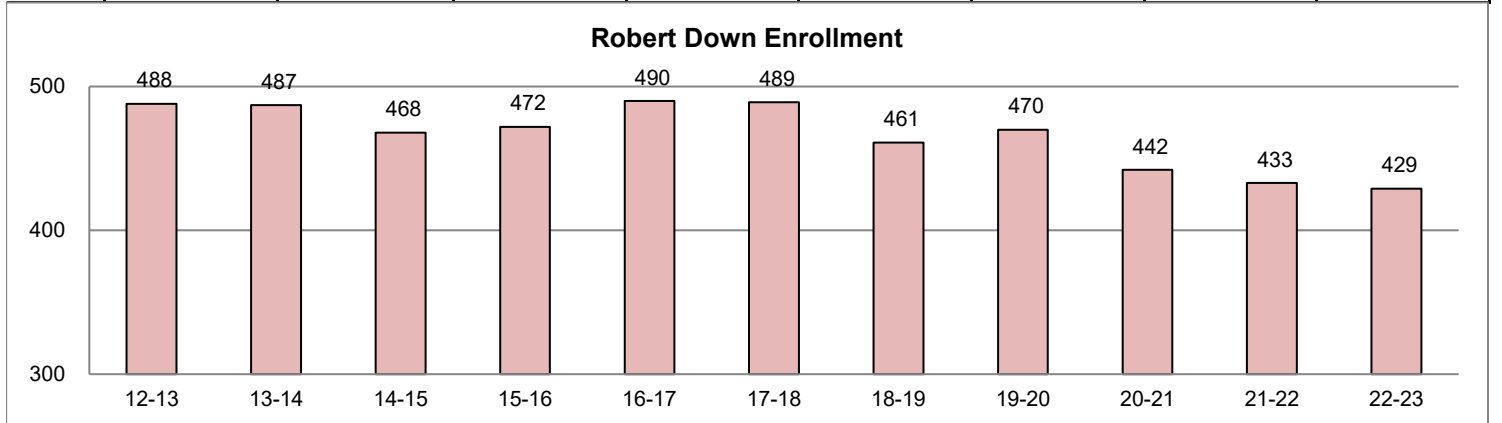
Pacific Grove Unified School District

Enrollment - CBEDS

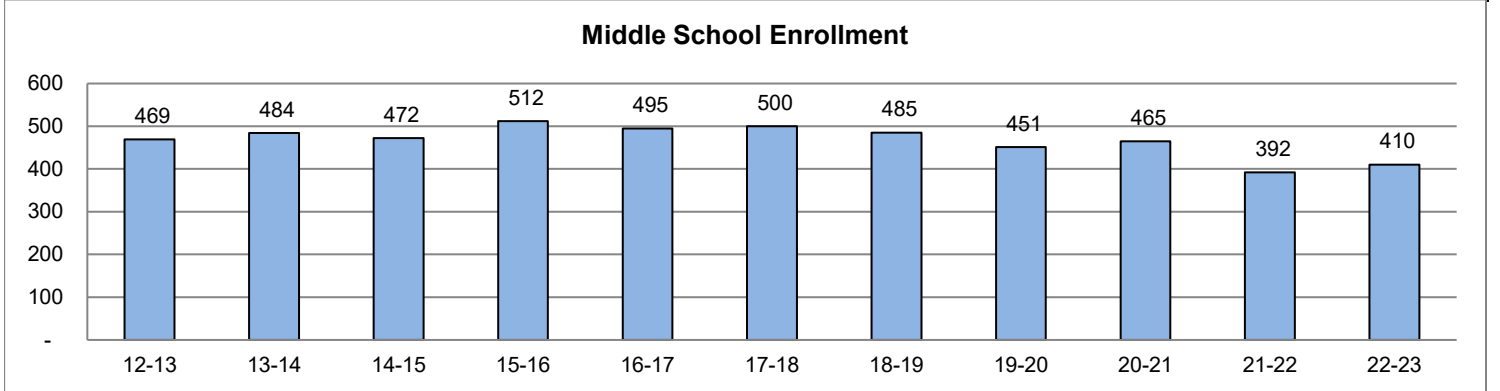
	2015-16		2016-17		2017-18		2018-19		2019-20		2020-21		2021-22		2022-23	
	actual		actual		actual		actual		actual		actual		actual		Estimate	
	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%
Forest Grove																
TK	26		28		27		26		25		17		18		22	
K	78		85		65		65		68		59		71		71	
1	82	5.1%	73	-6.4%	86	1.2%	58	-10.8%	62	-4.6%	66	-2.9%	61	3.4%	71	0.0%
2	66	3.1%	80	-2.4%	66	-9.6%	89	3.5%	60	3.4%	66	6.5%	64	-3.0%	61	0.0%
3	70	1.4%	72	9.1%	77	-3.8%	63	-4.5%	84	-5.6%	61	1.7%	58	-12.1%	64	0.0%
4	71	2.9%	68	-2.9%	76	5.6%	73	-5.2%	55	-12.7%	83	-1.2%	70	14.8%	58	0.0%
5	77	2.7%	66	-7.0%	66	-2.9%	70	-7.9%	69	-5.5%	61	10.9%	68	-18.1%	70	0.0%
Total	470		472		463		444		423		413		410		417	
change	10	2.2%	2	0.4%	(9)	-1.9%	(19)	-4.1%	(21)	-4.7%	(10)	-2.4%	(3)	-0.7%	7	1.7%



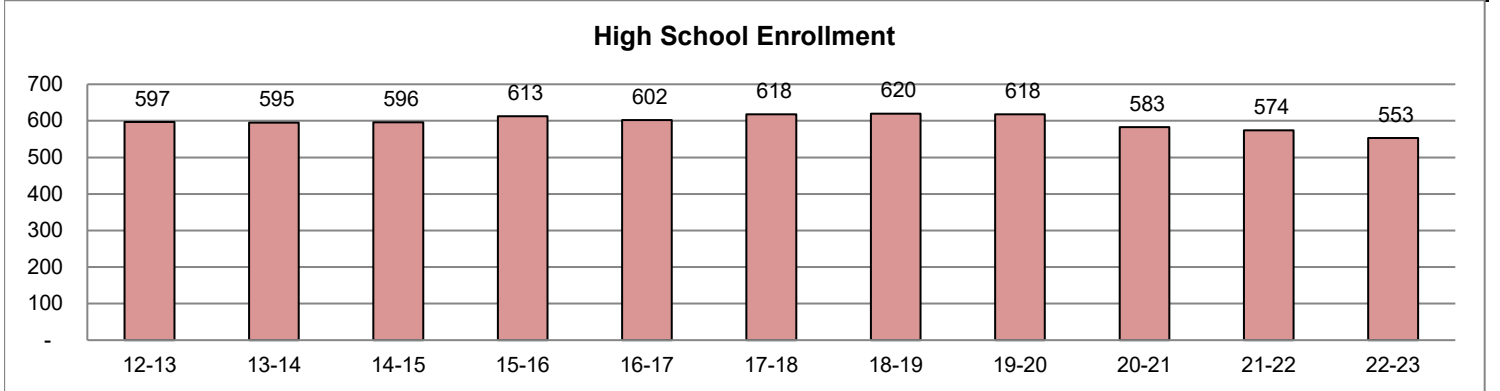
Robert Down																
K	68		87		76		81		66		61		72		72	
1	83	9.2%	78	14.7%	90	3.4%	73	-3.9%	86	6.2%	72	9.1%	62	1.6%	72	0.0%
2	79	9.7%	78	-6.0%	81	3.8%	88	-2.2%	74	1.4%	88	2.3%	70	-2.8%	62	0.0%
3	87	10.1%	73	-7.6%	76	-2.6%	76	-6.2%	92	4.5%	75	1.4%	82	-6.8%	70	0.0%
4	86	1.2%	93	6.9%	73	0.0%	79	3.9%	73	-3.9%	79	-14.1%	71	-5.3%	82	0.0%
5	69	-4.2%	81	-5.8%	93	0.0%	64	-12.3%	79	0.0%	67	-8.2%	76	-3.8%	71	0.0%
Total	472		490		489		461		470		442		433		429	
change	4	0.9%	18	3.8%	(1)	-0.2%	(28)	-5.7%	9	2.0%	(28)	-6.0%	(9)	-2.0%	(4)	-0.9%



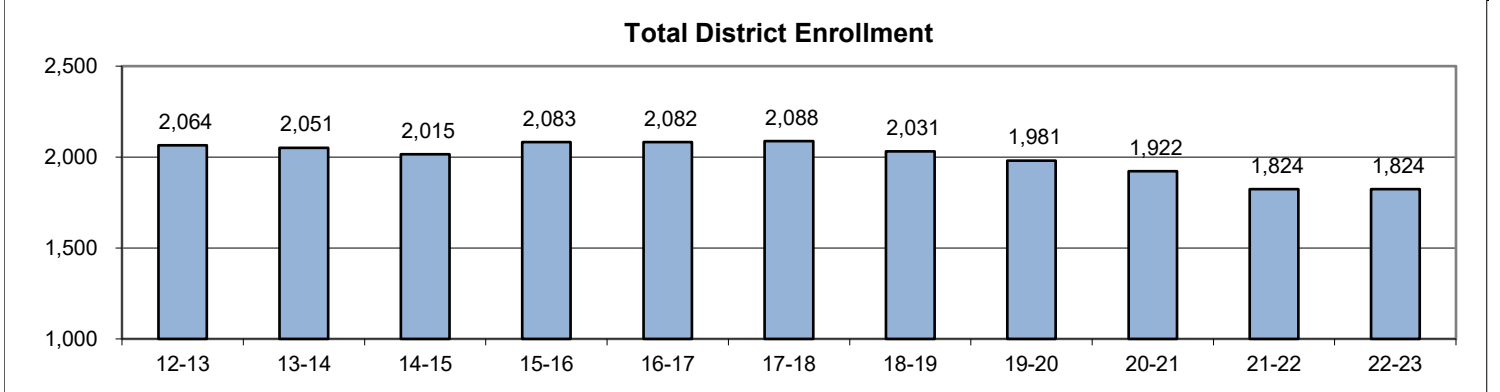
	2015-16		2016-17		2017-18		2018-19		2019-20		2020-21		2021-22		2022-23	
	actual		actual		actual		actual		actual		actual		actual		Estimate	
	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%
Middle School																
6	188	16.0%	151	3.4%	155	5.4%	174	9.4%	131	-2.2%	151	2.0%	127	-0.8%	144	0.0%
7	164	7.2%	186	-1.1%	161	6.6%	144	-7.1%	180	3.4%	133	1.5%	139	-7.9%	127	0.0%
8	160	-1.8%	158	-3.7%	184	-1.1%	167	3.7%	140	-2.8%	181	0.6%	126	-5.3%	139	0.0%
Total	512	8.5%	495	-3.3%	500	1.0%	485	-3.0%	451	-7.0%	465	3.1%	392	-15.7%	410	4.6%
change	40	8.5%	(17)	-3.3%	5	1.0%	(15)	-3.0%	(34)	-7.0%	14	3.1%	(73)	-15.7%	18	4.6%



High School																
9	164	5.1%	170	6.3%	169	7.0%	184	0.0%	168	0.6%	136	-2.9%	163	-9.9%	126	0.0%
10	155	-3.1%	152	-7.3%	170	0.0%	150	-11.2%	171	-7.1%	157	-6.5%	123	-9.6%	163	0.0%
11	147	-2.6%	138	-11.0%	144	-5.3%	148	-12.9%	138	-8.0%	154	-9.9%	141	-10.2%	123	0.0%
12	147	-2.6%	142	-3.4%	135	-2.2%	138	-4.2%	141	-4.7%	136	-1.4%	147	-4.5%	141	0.0%
Total	613		602		618		620		618		583		574		553	
change	17	2.9%	(11)	-1.8%	16	2.7%	2	0.3%	(2)	-0.3%	(35)	-5.7%	(9)	-1.5%	(21)	-3.7%



CHS	16	23	18	21	19	19	15	15
District	2,083	2,082	2,088	2,031	1,981	1,922	1,824	1,824
change	68	3.4%	(1)	0.0%	6	0.3%	(57)	-2.7%
							(50)	-2.5%
							(59)	-3.0%
							(98)	-5.1%
							-	0.0%



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| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input 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: California Prekindergarten Planning and Implementation Grant Program

DATE: January 10, 2022

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

RECOMMENDATION:

The Administration recommends that the Board review the attached California Prekindergarten Planning and Implementation Grant or Universal Prekindergarten Implementation (UPK) Program.

BACKGROUND:

The 2021 Budget Act passed by the Legislature and signed by Governor Gavin Newsom on July 9, 2021, included \$300 million in *one-time* planning grants for the California Prekindergarten Planning and Implementation Grant/UPK Program, of which \$200 million will be disbursed to local educational agencies (LEA) based on a statutory formula.

The UPK program is part of the expanded investments in education to support a whole child, whole family, and whole community.

INFORMATION:

The UPK Planning and Implementation are in these focus areas:

1. Vision and Coherence
2. Community Engagement and Partnerships
3. Workforce Recruitment and Professional Learning
4. Curriculum, Instruction, and Assessment
5. District Facilities, Services and Operations

The District has convened a team to start the process of planning for UPK implementation. The first meeting is scheduled for January 28, 2022. As part of the tasks, the Team will review projected enrollment and needs assessment. After this first team meeting, the team members may expand to other site employees as well.

The UPK has mixed delivery opportunities: California State Preschool Program; Transitional Kindergarten; and Other (Head Start, community based organizations, family child care, family, friend, and neighbor providers, etc). Our focus will be on the first two and other family child care services provide by the Adult School.

Transitional Kindergarten implementation schedule is attached as part of the California Department of Education (CDE) update.

CDE has not released information about when it anticipates allocating the funds, it has provided the Standardized Account Code Structure (SACS) Resource and Object codes for LEAs to use to account for them. The Resource Code is 6053 and the Object Code is 8590.

FISCAL IMPACT:

The estimate for Pacific Grove Unified School District is \$116,607. Grant funds may pay for costs associated with creating or expanding California state preschool programs or transitional kindergarten programs, or to establish or strengthen partnerships with other providers of prekindergarten education within the LEA, including Head Start programs.

Transitional Kindergarten Update

State and Federal Program Directors Meeting

Date: December 3, 2021



CALIFORNIA DEPARTMENT OF EDUCATION
Tony Thurmond, State Superintendent of Public Instruction

Welcome and Introductions



Stephen Propheter
Director of the Early Education
Division

Virginia Early
Administrator of the Policy Office in
the Early Education Division



California's Historic Education Investments: Equitable Opportunities

- The 2021—22 state budget includes historic new and expanded investments in education in these areas to support a whole child, whole family, and whole community system:

Photo Credit: Tulare City School
District; Tulare, CA



Universal Prekindergarten Implementation (UPK) – Mixed Delivery Opportunities

INFORMATION/DISCUSSION

<p>CSPP California State Preschool Program</p> <ul style="list-style-type: none"> Budget provides \$130 million for expansion at local education agencies (LEAs) 	<p>TK Transitional Kindergarten</p> <ul style="list-style-type: none"> Budget significantly expands TK, starting in 2022—23 Fully implemented 2025—26 	<p>Other Head Start; community-based organizations (CBOs); family child care; family; friend, and neighbor providers, etc.</p>
<ul style="list-style-type: none"> Funding Model: CSPPs contract with the state to provide services Eligibility: Three- and four- year old children low-income families and areas of the state 	<ul style="list-style-type: none"> Funding Model: Receive local control funding formula (LCFF) funding Eligibility: All four-year old children by 2025—26 	<ul style="list-style-type: none"> Funding Model: Varies based on program. California Department of Education (CDE) does not oversee these programs Eligibility: Varies based on program; primarily for low-income families

TK Implementation Schedule (1)

INFORMATION/DISCUSSION

Year	2021—22	2022—23
Eligibility	<ul style="list-style-type: none"> • Turn 5 between September 2 & December 2 • At district discretion, turn 5 between December 3 and the end the of school year 	<ul style="list-style-type: none"> • Turn 5 between September 2 & February 2 • At district discretion, turn 5 between February 3 and the end of the school year
Ratios	Not specified Class size: 24*	1:12 Class size: 24*

* Average class size across the school site

** Subject to future legislative appropriation

TK Implementation Schedule (2)

Year	2023—24	2024—25	2025—26
Eligibility	<ul style="list-style-type: none"> • Turn 5 between September 2 & April 2 • At district discretion, turn 5 between April 3 and the end of the school year 	<ul style="list-style-type: none"> • Turn 5 between September 2 & June 2 • At district discretion, turn 5 between June 3 and the end of the school year 	<ul style="list-style-type: none"> • Turn 4 by September 1
Ratios	1:10** Class size: 24*	1:10** Class size: 24*	1:10** Class size: 24*

* Average class size across the school site
 ** Subject to future legislative appropriation

Additional Investments to Support UPK

- \$490 million for CSPP, TK, and Full-Day Kindergarten Facilities Grant Program
- \$200 million grants to LEAs for UPK Planning and Implementation
- \$10 million to update the CA Preschool Learning Foundations
- Investments in CSPP rates, including a rate increase to the 75th percentile of the Regional Market Rate survey, effective January 1, 2022

Required Plan for UPK

- LEAs must develop a plan for access to full-day learning programs the year before kindergarten that meet the needs of parents, including through partnerships with the LEA's expanded learning offerings, the After School Education and Safety Program, the CSPP, Head Start programs, and other community-based early learning and care programs.
- Plan must be developed consideration by the governing board or body at a public meeting on or before **June 30, 2022**

Overview of the Prekindergarten Planning & Implementation Template

INFORMATION/DISCUSSION

- **Three parts:**
 - Planning Template with Focus Areas
 - Self-Assessment
 - Guidance Document
- **Types of Questions on the Template**
 - Required for planning starting year 1
 - Recommended for planning
 - Optional for planning and future years



Photo Credit: Poplar Avenue Elementary School; Oroville, CA

UPK Planning Focus Areas

- The California Prekindergarten Planning and Implementation Grant Program Overview, Purpose, Directions, Definitions
- Projected Enrollment and Needs Assessment
- Planning and Implementation Focus Areas
 - Vision and Coherence
 - Community Engagement and Partnerships
 - Workforce Recruitment and Professional Learning
 - Curriculum, Instruction, and Assessment
 - District Facilities, Services, and Operations
- Use of Grant Funds

Early Education – UPK Workforce

Current Reality

- California has nearly 2.9 million children ages zero to five (0-5).
- The early education workforce has approximately 116,800 members
- We will need 8,000 to 11,000 additional lead TK teachers
- Must keep stability of the early education system in mind while addressing greater equity through racial diversity and pay for teachers
- Steadily declining teacher workforce
- UPK planning and design partnership with California Commission on Teacher Credentialing (CTC)

Additional Investments in Workforce

- **New Actions in Teacher Education:**
 - \$500M for Golden State Teacher Grant Program
 - \$350M for the Teacher Residency Grant Program
 - \$125M for the Classified School Employee Teacher Credentialing Program
 - \$2M to institutions of higher education, to align teacher preparation programs with new teacher performance expectations for instructing students with disabilities

Next Steps & Closing

CDE is planning more opportunities for you to share information and collaborate with us as we move forward with this work.

Email us about:

- Universal Preschool at UPK@cde.ca.gov
- P-3 Alignment Initiative at P3-Alignment@cde.ca.gov



Photo Credit: Robla School District, Early Childhood Education Program; Sacramento, CA.

Thank You

The California 2021—22 budget includes “a set of interlocking interventions and investments that are going to catapult California back to that leadership position (in education) and more important, it will enable all of our children to be on a path to genuine thriving.”

—Linda Darling-Hammond, President, California State Board of Education



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| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input type="checkbox"/> Action/Discussion |
| <input 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: Review of the Governor’s Budget Proposal for 2022-23

DATE: January 20, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review the information provided regarding Governor Newsom’s Budget Proposal for 2022-23.

BACKGROUND:

Each January, the Governor issues his Governor’s Budget Proposal which is the first official announcement of the state budget for the coming fiscal year. Then in May, the Governor’s May Revision of the January Budget Proposal is issued which provides much more detail. School districts watch closely for the release of these two documents, and use them as the basis for developing their own district budgets, which must be adopted by June 30 each year.

INFORMATION:

Please see below the direct summary of the Governor’s Budget Proposal by School Services of California, Inc (SSC).

Next Steps: The Governor’s budget proposal marks the beginning of the budget cycle. Between now and May, when the Governor’s May Revision is issued, the Legislature will have much to say about this budget proposal, and more information will be released. The next report to the PGUSD Board will be made in May once the May Revision has been released.

As the Legislature starts deliberating on the Governor’s proposed 2022-23 Budget, staff will update the Board as appropriate.

FISCAL IMPACT:

Highlights of the Governor’s 2022-23 Proposed Budget which potentially will have an impact on Pacific Grove USD –

- Universal TK. The Governor has proposed \$383 million to reduce student-to-adult ratios, beginning in 2022-23, to 12 students to every one adult. We do not know if this funding only goes to LCFF school districts or it includes Basic Aid school districts
- Special Education. The Governor has allocated \$500 million in Proposition 98 General Fund dollars, and a 5.33% COLA adjustment as part of the categorical programs that reside outside of the LCFF. This could help with the LEA's General Fund contributions to the Special Education program

What the Governor does NOT propose is additional funding for the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) employer contribution rate relief for LEAs. Based on current assumptions, CalSTRS employer contributions would increase from 16.92% to 19.10% in 2022-23, while CalPERS employer contributes rates would increase from 22.91% to 26.10%.

An Overview of the 2022–23 Governor's Budget Proposals

[BY SSC TEAM](#)

[PRINT](#)

posted January 10, 2022

Preface

It is not often that we experience a crisis, such as the global health pandemic, that turns our collective and individual lives upside down and inside out, while we enjoy the fruits of an exuberant economy that yields unprecedented revenues. And yet, here we are with the release of Governor Gavin Newsom's 2022-23 State Budget—a \$286 billion spending plan that aims to tackle COVID-19 head on, builds upon and expands critical services for Californians, and strengthens the resiliency of the state to address uncertainties and crises we cannot yet see.

For education, Governor Newsom proposes a wide range of new investments to reshape Transitional Kindergarten (TK) through Grade 12 education. The significant funding surpluses of California's COVID-19 economy can support an increase in programmatic offerings through existing education programs and additional investments in several education areas including the Local Control Funding Formula (LCFF), the Expanded Learning Opportunities Program, and special education.

Overview of the Governor's Budget Proposals

Governor Newsom's Budget proposal seeks to strike a balance between ensuring that the needs of every Californian, and especially the most vulnerable Californians, are met through an array of

programs while ensuring that the state is equipped to respond to shocks spawned by natural disasters or economic downturns. To this end, his 2022-23 State Budget proposes investments in California's core infrastructure to combat the threat of wildfires that have devastated so many lives. The Budget continues and expands programs to address climate change, including workforce investments and funding to green California's school bus fleets. The Budget recognizes the continuing impacts on COVID-19 and proposes over \$2 billion to increase the state's capacity to slow the spread of the virus through **increased testing capacity and vaccination efforts.** Additionally, the struggles of small businesses persist as business owners try to recover from the instability of the last two years and the recent omicron surge. Consequently, **Governor Newsom augments federal aid to buoy small businesses.**

These investments, alongside obligated spending on public education, are viewed by the Governor as essential to protect California in the here and now. However, he is equally committed to fiscal prudence and laying a budget foundation against future risks. The 2022-23 State Budget plan reflects over \$34 billion in reserves: \$20.9 billion in the state's Rainy Day Fund to address fiscal emergencies and \$3.1 billion in operating reserves. Additionally, the Budget includes a sizable deposit into the Proposition 98 reserve (totaling \$9.7 billion). Putting money into a savings account is one way to address future uncertainties; another is to reduce spending obligations. In this regard, Governor Newsom proposes to accelerate buying down the state's retirement liabilities with \$3.8 billion in the Budget year and another \$8.4 billion over the next three years. **While this is welcome news for the stability of the retirement systems of educators, they do not directly benefit school employers.**

One of Governor Newsom's Budget hallmarks is his reliance on onetime spending. We have seen this pattern since he took office, and perhaps was most stark with the 2021 Budget Act. The Governor's 2022-23 State Budget reflects this tool to ensure stability and budget resilience **over time with 86% of his spending proposals being onetime in nature.** With this approach, and a deliberate and thoughtful combination of onetime and ongoing investments, Governor Newsom proposes a Budget that is structurally balanced through 2025-26.

The Economy and Revenues

The forecast upon which Governor Newsom bases his proposed State Budget assumes continued economic growth in California. He remains confident in the state's recovery from the pandemic and in the stability of a strengthened economy. California's labor force participation rate is expected to improve, along with job growth and reduced unemployment. Resumed tourism and travel into the state is expected to bolster growth in low-wage, high-touch sectors that have been disproportionately impacted by the COVID-19 pandemic, and wage growth (particularly in low-wage sectors) is expected to increase.

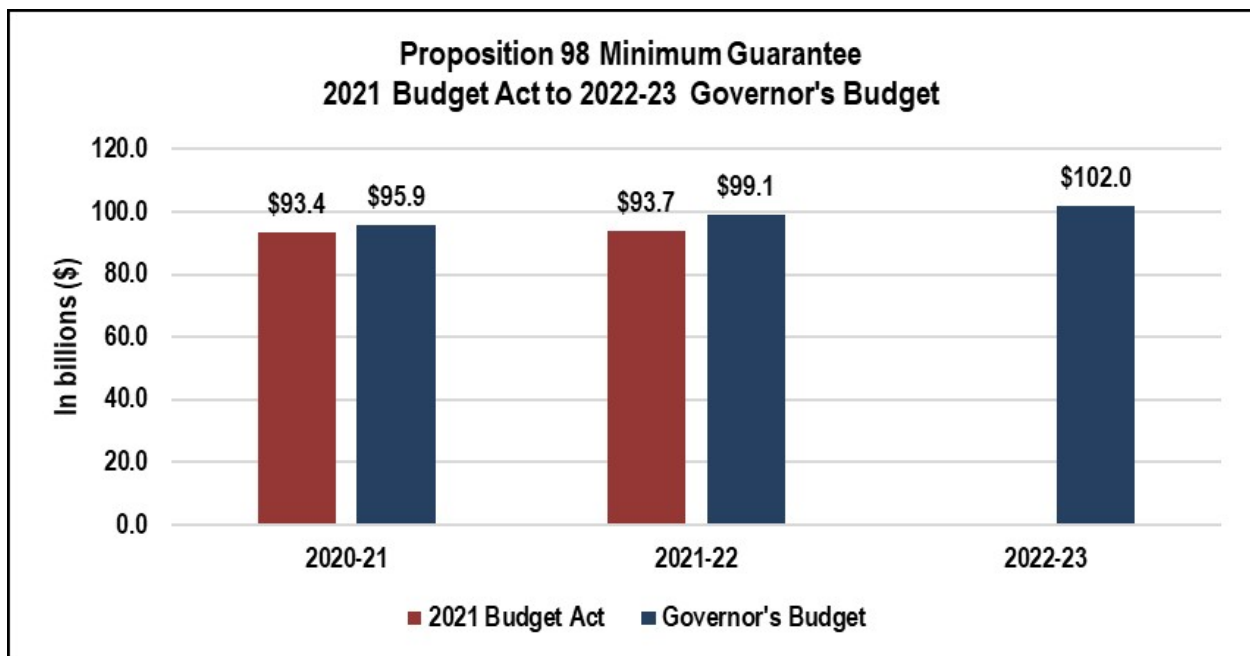
This positive forecast is reflected in the revenue assumptions from the state's largest revenue source—the "Big Three" taxes. The 2022-23 Governor's Budget assumes that tax revenues from two of the three main taxes (the personal income and sales and use tax) will increase from 2021-22.

Big Three Taxes (in billions)		
	2021-22	2022-23
Personal Income Tax	\$120.9	\$130.3
Sales and Use Tax	\$30.9	\$32.2
Corporation Tax	\$32.90	\$23.7

Robust state revenues provide the state a general fund surplus of \$45.7 billion surplus for the 2022-23 fiscal year, of which over \$16 billion must be spent on public education through adjustments and increases in the Proposition 98 minimum guarantee. The Legislative Analyst’s Office predicted in its November 2021 Fiscal Outlook that the state would have revenues in excess of its constitutional spending limit (or “Gann Limit”). The Governor holds off on addressing this issue in his January proposal; preferring to wait until the May Revision with clearer revenue estimates before addressing any spending limitations.

Proposition 98 Minimum Guarantee, Reserve, and Local Reserve Cap

The Proposition 98 minimum guarantee for 2022-23 is expected to increase by \$8.3 billion over the 2021 Budget Act to \$102 billion. In addition, the minimum guarantee for 2020-21 and 2021-22 increases over budget act estimates by \$2.5 billion and \$5.4 billion, respectively.



Test 1 remains operative through the budget window and with an **adjustment to the minimum guarantee to account for the additional four-year-olds anticipated to be served by TK** (\$639.2 million), Proposition 98 spending would represent 38.4% of General Fund revenues in 2022-23.

Given the robust state revenues, Proposition 2 requires the state to make deposits into the Proposition 98 reserve when certain conditions are met. The 2022-23 Governor’s Budget includes

a \$3.1 billion deposit, which accompanies adjusted deposits of \$3.1 billion and \$3.6 billion in 2020-21 and 2021-22, respectively, bringing the total deposit amount to \$9.7 billion by the end of the budget year.

Related to education’s Rainy Day Fund is the requirement to cap most local school district reserves at 10% when the fund’s balance is at least 3% of the K-12 portion of the minimum guarantee. The previous balance of \$6.4 billion in the 2021 Budget Act triggers this cap **beginning in 2022-23, and the additional deposit means that the cap will remain in place for some time.**

LCFF, COLA, and ADA

In light of the significant fiscal challenges facing local educational agencies (LEAs) as well as the anticipated continued decline in enrollment, the Governor’s Budget is proposing an amendment to how school districts are funded under the LCFF. Building upon the current law which funds LCFF for school districts on **the greater of prior- or current-year average daily attendance (ADA), a third option would be added looking at the average of three prior years’ ADA.**

The Budget proposal notes that the Administration intends to engage interested parties to explore options for providing declining enrollment protections for charter schools. No mention is made in the Budget Summary of similar protections for county offices of education (COEs).

The Governor’s Budget proposal includes an estimated statutory cost-of-living adjustment **(COLA) of 5.33% for the LCFF—an increase from the projections of 2.48% that was part of the 2021 Enacted State Budget.** The other education programs that are funded outside of the LCFF—**Special Education, Child Nutrition,** Foster Youth, **Mandate Block Grant,** Adults in Correctional Facilities Program, American Indian Education Centers, and the American Indian Early Childhood Education program—as well as COEs and community colleges, will also receive the estimated 5.33% COLA.

LCFF Entitlements for School Districts and Charter Schools

The base grants by grade span for 2022-23 are increased over 2021-22 by the estimated statutory COLA of 5.33%.

Grade Span	2021-22 Base Grant Per ADA	5.33% COLA	2022-23 Base Grant Per ADA
TK-3	\$8,093	\$431	\$8,524
4-6	\$8,215	\$438	\$8,653
7-8	\$8,458	\$451	\$8,909
9-12	\$9,802	\$522	\$10,324

The TK-3 base grant increase for the class-size reduction (CSR) grade span adjustment is \$886 per ADA in 2022-23, and the grade 9-12 base grant per ADA is increased by \$268 in recognition of

the need for Career Technical Education (CTE) courses provided to students in the secondary grades.

School districts and charter schools are entitled to supplemental grant increases equal to 20% of the adjusted base grant (including CSR and CTE funding) for the percentage of enrolled students who are English learners, eligible for the free or reduced-price meals program, or in foster care. An additional 65% per-pupil increase is provided as a concentration grant for each percentage of eligible students enrolled beyond 55% of total enrollment, with 15% of the concentration grant to be used to increase the number of adults providing direct services (nurses, teachers, counselors, paraprofessionals, and others) to students.

Independent Study

The primary source of general-purpose funding for most LEAs is based on ADA. ADA can either be generated through in-person instruction or through independent study. As such, independent study programs are the means by which LEAs deliver remote instruction and generate ADA. Independent study is offered through two distinct independent study programs, commonly referred to as traditional independent study and course-based independent study.

In response to the increased number of students in need of access to participating in remote instruction due to the pandemic, multiple programmatic changes were made to independent study requirements in 2021-22. The proposed Governor's Budget for 2022-23 continues to recognize the need for independent study as an alternative to in-person **instruction by continuing extended timelines for signed independent study agreements implemented in the current year. Additionally, the budget proposes allowing for time spent in synchronous instruction to be included in traditional independent study instructional time calculations beginning in 2022-23. The ability to include synchronous instruction in instructional time calculations used to substantiate ADA, which had solely relied on student work product, represents the first change to the ADA calculation for traditional independent study in decades.** This change would provide increased flexibility to LEAs in meeting independent study requirements and generating attendance for the purpose of apportionment through remote instruction.

Special Education

In the wake of \$3.1 billion in special education investments over the last three years, Governor Newsom reinforces his commitment to young children and students with disabilities by proposing an integrated package of investments in early prevention and intervention, proposes commitments for ongoing special education funding of \$500 million in Proposition 98 General Fund dollars, and a 5.33% COLA adjustment as part of the categorical programs that reside outside of the LCFF.

The 2019-20 State Budget called for policy changes underscoring the state's commitment to improving special education instruction and services, and the Governor proposes these policy adjustments as part of the \$500 million special education funding proposal:

- Special education funding formula amendments to calculate special education base funding allocations at the LEA level rather than the Special Education Local Plan Area (SELPA) level.

- Consolidate two special education extraordinary cost pools into a single cost pool to simplify the current funding formula. Currently, there are two \$3 million cost pools, including one targeted for necessary small SELPAs. Pending further information, a simple consolidation would create one \$6 million pool.
- Directly allocate Educationally Related Mental Health Services funding to local educational agencies. Use of these funds was made flexible in 2020-21, with allowable use expanding to any behavioral or mental health service.

Additionally, the Governor's Budget proposes \$500 million onetime support for the Inclusive Early Education Expansion Program to support general education and special education students in inclusive preschool classrooms and facilities. **Although not specifically special education funding, the Governor included hefty investments in the State Preschool Program with the goal of serving at least 10% students with disabilities and providing children with an IEP categorical eligibility to participate in State Preschool.** Finally, funding to improve early childhood services for children from birth through age five to increase participation of service coordinators in IEP meetings, to establish IDEA specialists at each regional center, and for positions to support the California Department of Education's transition process efforts are also proposed.

Universal TK

Absent any change in law, LEAs are poised to enter the initial year of expansion towards universal TK. Beginning in 2022-23, students whose fifth birthday occurs between September 2 and February 2 are eligible for TK. The Governor's Budget proposal continues the implementation of universal TK, while doing two things:

- Rebenching the Proposition 98 guarantee to include the continued implementation of universal TK
- Allocating \$383 million to reduce student-to-adult ratios, beginning in 2022-23, to 12 students to every one adult

Early Childhood Education

Governor Newsom continues to implement the state's Master Plan for Early Learning and Care, which was released on December 1, 2020. Specifically, his 2022-23 State Budget proposal provides approximately \$824 million for additional childcare slots, as well as \$373 million to support a full year of rate increases for childcare providers. Another significant proposal is \$25 million to address areas of underserved health care providers by increasing child care slots and providing increased access to a licensed, comprehensive, quality, and affordable child care and development system.

Additionally, Governor Newsom follows through on his commitments to adjust Proposition 98 to accommodate the cost of expanding TK, beginning in 2022-23, and paying for the costs of lower classroom ratios.

In addition to TK, Governor Newsom proposes specific investments to support certain children served by the California State Preschool Program (CSPP). He proposes \$309 million to provide more of an inclusive instruction for students with disabilities and support for English learners.

Governor Newsom also proposes several programmatic changes for the CSPP, including establishing **category eligibility for age-eligible children with individualized education plans, 24 months of continuous eligibility, and the ability of providers to enroll 2-year-olds in their programs.**

Early Literacy

The Governor's Budget includes new investments focused on early literacy. A onetime investment of \$500 million is proposed for grants over five years for high-needs schools to train and hire literacy coaches and reading specialists. LEAs also will be able to apply for a onetime \$200 million grant program to create or expand multi-lingual school or classroom libraries offering culturally relevant texts to support reading instruction.

Expanded Learning Opportunities

As foreshadowed in the 2021 Budget Act, the Governor's Budget increases the ongoing investment in the Expanded Learning Opportunities (ELO) Program to \$4.4 billion. Recall that funding for the ELO Program in 2021-22 was comprised of \$1 billion in ongoing and \$754 million in onetime Proposition 98 funds. **The additional \$3.4 billion for the program will increase per-pupil funding and expand the number of LEAs that offer no-cost services.** In addition, the Budget proposes a onetime investment of \$937 million for ELO Program infrastructure, though there will be a focus on integrating arts and music programming into the enrichment options for students. **The proposed budget trailer bill also will include language to clarify that ELO Program funds may be used to hire literacy tutors as another option for enrichment activities.** Finally, the Budget invests \$148.7 million ongoing to continue the onetime reimbursement rate increases that were included in the 2021 Budget Act for the After School Education and Safety and 21st Century Community Learning Centers programs.

College and Career Pathways

The Governor's Budget proposes a onetime investment of \$1.5 billion to support the development of college and career pathways focused on education, health care, technology, and climate-related fields. These funds will focus on creating local partnerships that bring together school systems, higher education institutions, and employers to develop integrated pathways to college and careers in these high-demand fields. **Additionally, the Governor proposes \$500 million onetime (available over four years) to strengthen and expand student access and participation in dual enrollment programs.** This investment will be complemented by \$45 million in higher education funding for curricular pathways software and public-private partnerships for STEM, education, and health care career preparation.

Facilities

The Governor's Budget proposes an unprecedented onetime non-Proposition 98 General Fund investment totaling \$2.225 billion to fund new construction and modernization projects through the School Facility Program. Importantly, the Office of Public School Construction has received applications for such projects, which if approved by the State Allocation Board, would consume the funding. Additionally, the Budget also allocates the remaining \$1.4 billion in Proposition 51 bond funds. Thus, the Governor's proposal would help alleviate the backlog of local school construction projects that hope to receive state matching funds.

Additionally, the Budget appropriates \$30 million in ongoing Proposition 98 funding for the Charter School Facility Grant program, which can be used for a number of general construction costs, including making modifications to curtail the spread of COVID-19.

Universal Meals Program/Nutrition

Beginning with the 2022-23 schoolyear, all LEAs are required to provide two free meals per day (breakfast and lunch) to any student who requests a meal, regardless of their free or reduced-price meal status. Additionally, all schools eligible for the Community Eligibility Provision will be required to apply for the program by June 30, 2022, (if they are not already participating) in order to maximize federal reimbursement for meals served. The state will then cover any remaining unreimbursed costs up to the combined state and federal free per-meal rate.

To help with the implementation of the Universal Meals Program, Governor Newsom is proposing \$596 million, on top of \$54 million provided in the 2021 State Budget Act, to fund universal access to subsidized school meals. Essentially, this is what the Administration is projecting the program to cost the state after accounting for federal reimbursement.

The Administration is also proposing \$450 million onetime (available over three years) for LEAs to upgrade school kitchen infrastructure and equipment to incorporate more fresh, minimally processed California-grown foods in school meals.

The Governor is also proposing an additional \$30 million onetime (non-Proposition 98) for the Farm to School Program to establish additional farm to school demonstration projects and \$3 million ongoing (non-Proposition 98) to expand the regional California Farm to School Network by adding 16 new positions at the California Department of Food and Agriculture.

Finally, the Governor's Budget proposal includes \$3 million onetime to support the School Breakfast and Summer Meal Start-Up and Expansion Grant Program. Both of these programs are complementary to the provision of universal school meals and the Farm to School Program investments.

Transportation

As part of his robust environmental goals for the state, Governor Newsom is proposing \$1.5 billion onetime (available over three years) to support school transportation programs, with an emphasis on making school bus fleets greener. This investment would provide grants (of at least \$500,000) to LEAs for the acquisition of electric school buses, construction of bus charging stations, and

support other local school bus transportation needs. **The investment would prioritize LEAs with a high concentration of unduplicated pupils as well as small and rural LEAs.**

Educator Workforce

The Governor's Budget proposal includes \$54.4 million in onetime Proposition 98 and General Funds to deliver relief to the pervasive staffing shortages in the educator workforce. The investments build upon what was provided in the 2021 State Budget and include \$36 million to waive certain **teacher examination and credential fees and \$10 million for competitive grant** programs for development of teacher preparation programs. An additional \$7.5 million is committed to supporting educator career pathways by establishing prospective candidate career counseling and providing hiring and recruitment resources.

COVID-19 Pandemic

Governor Newsom proposes \$2.7 billion to continue the state's fight against the COVID-19 pandemic. His proposals focus on continued economic growth, keeping schools open, and supporting medical surge efforts. **The proposal calls for the Legislature to take early action to allocate \$1.4 billion of the \$2.7 billion to increase vaccination rates and expand testing through June 30, 2022, and** \$1.3 billion through June 30, 2023, to support continued distribution and administration of vaccines and boosters, statewide testing, and support of hospitals to address medical surges.

The Governor also calls for early action to ensure the safety of our state's workforce by modifying the previous COVID-19 Supplemental Paid Sick Leave (SPSL) provided for under Senate Bill 95 (Chapter 13/2021), which expired on September 30, 2021. Recall that SPSL provided employees with up to 80 hours of COVID-19-related paid sick leave for themselves or a family member subject to quarantine or isolation, to attend a vaccine appointment, or if they were unable to work or telework due to vaccine-related symptoms. Beyond the call to action, **the Governor's Budget Summary provides no additional information related to paid COVID-19 leave** nor did the Governor say more about this proposal during his press conference.

Retirement Systems

Governor Newsom does not propose additional funding for the California State Teachers' Retirement System (CalSTRS) or the California Public Employees' Retirement System (CalPERS) employer contribution rate relief for LEAs. Based on current assumptions, CalSTRS employer contributions would increase from 16.92% to 19.10% in 2022-23, while CalPERS employer contributes rates would increase from 22.91% to 26.10%.

Closing

Educators are working diligently to meet the learning and nonacademic needs of their students and their families. We at School Services of California Inc. continue to be in awe of that monumental task. In 2022-23, we hope that the Governor and Legislature will provide the resources needed to

best support educators throughout California. The Governor's Budget proposal is a starting point in that conversation, which will last the next several months.

We look forward to diving deep into the Governor's education budget with all of you and helping our local educational leaders and partners operationalize all of what this means for public agencies, staff, students, and local communities.

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

SUBJECT: Health course at Pacific Grove High School

DATE: January 20, 2022

PERSON(S) RESPONSIBLE: Lito M. García, Principal, Shane Steinback, Assistant Principal and Donna O'Donnell Teacher Pacific Grove High School

RECOMMENDATION:

The District Administration recommends the Board review and discuss the current health offering at PGHS.

BACKGROUND:

Per board member(s) request to review and discuss the current health offering at PGHS.

INFORMATION:

Health curriculum is provided in the Physical Education 9 course.

HEALTH DESCRIPTION: This course includes programs on basic body systems, healthcare, drugs, alcohol, tobacco awareness, sex education, nutrition and exercise, suicide prevention, and decision-making skills.

FISCAL IMPACT:

Fiscal impact - if a dedicated Health Course is created the fiscal impact would be the salary and curriculum required to offer the course.

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

SUBJECT: PGUSD Board Regulation 5121 - Withdrawal from Classes

DATE: January 20, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and provides recommendations to the administration regarding PGUSD Regulation 5121 *Withdrawal from Classes*.

BACKGROUND:

Per board member(s) request to review Withdrawal from Classes as stated in PGUSD Regulation 5121.

INFORMATION:

PGUSD Regulation 5121 regarding withdrawal from classes states -

The last day to drop a class without receiving an F during semester one will be 28 calendar days from the start of the first semester. A student who drops a course after the 28th calendar day of the first semester shall receive an F grade on his/her permanent record unless otherwise decided by the principal or designee because of extenuating circumstances.

The last day to drop a class without receiving an F during semester two will be 28 calendar days from the start of the second semester. A student who drops a course after the 28th calendar day of the second semester shall receive an F grade on his/her permanent record unless otherwise decided by the principal or designee because of extenuating circumstances

FISCAL IMPACT:

No fiscal impact.

- | | |
|---|--|
| <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: January 20, 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 December 16, 2021 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 review of the drop schedule (Policy)
- Added November 18, 2021: A Board member requested a review of the health requirement status of health class
- Added November 18, 2021: A Board member requested a Board committee CSBA workshop
- Added November 18, 2021: A Board member requested a Board advocacy committee
- Added November 18, 2021: A Board member requested a Diversity equity committee
- Added November 18, 2021: A Board member requested an update regarding Monterey Peninsula College collaboration