

Mission Statement

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

DATE: August 3, 2023
TIME: 5:00 p.m. Closed Session
6:30 p.m. Open Session

Trustees
Carolyn Swanson, President
Jennifer McNary, Clerk
Dr. Elliott Hazen
Laura Ottmar
Brian Swanson

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

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/81435590362?pwd=Y3NhMi9odzAzTkxZWmFLYWIxaExUdz09>

Meeting ID: 814 3559 0362

Passcode: 358008

One tap mobile +13017158592,,87820869443#,,,,*585985# US (Washington DC)

+13092053325,,87820869443#,,,,*585985# US

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

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. Land Acknowledgement

Good evening. As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen** people and additionally pay respect to elders both past and present.

C. Roll Call

D. Adoption of Agenda

- Board Questions/Comments:
- Public Comment:
- 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. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4)) – (2 cases)

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 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
4. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4)) – (2 cases)

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

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. **Any individual wishing to comment on a specific item on the current agenda are kindly asked to wait till that item is being discussed.** 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.*

- A. PGUSD Staff Comments (Non-Agenda Items)
- B. Community Members (Non-Agenda Items)

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 June 1, 2023 Board Meeting 8
Recommendation: (Joshua Jorn, Interim Superintendent) Approval of minutes as presented.
- B. Minutes of July 13, 2023 Special Board Meeting 20
Recommendation: (Joshua Jorn, Interim Superintendent) Approval of minutes as presented.
- C. Classified Assignment Order #1 22
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #1.
- D. Certificated Assignment Order #1 24
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #1.
- E. Acceptance of Donations 27
Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board approve acceptance of donations referenced below.
- F. Cash Receipts No. 1 28
Recommendation: (Joshua Jorn, Interim Superintendent) As Assistant Superintendent for Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.
- G. Revolving Cash Report No. 1 31
Recommendation: (Joshua Jorn, Interim Superintendent) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.

- H. Ratification of Out of County or Overnight Activities 33
 Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board ratify and approve the request as presented.
- I. Warrant Schedule 656 36
 Recommendation: (Joshua Jorn, Interim 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.
- J. Contract for Services with Beem Video and Photography and Pacific Grove Middle School 38
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Beem Video and Photography at Pacific Grove Middle School to videotape the PGMS Musical for the 2023-2024 school year.
- K. Contract for Services with Kaatz Photography and Pacific Grove Middle School 44
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Kaatz Photography to provide photographic services for the Pacific Grove Middle School (PGMS) Musical production for the 2023- 2024school year.
- L. Contract for Services with Dan Deegan and Pacific Grove Middle School 50
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Dan Deegan to build and design the set for Pacific Grove Middle School (PGMS) Musical production for the 2023- 2024 school year.
- M. Contract for Services with Valerie Rhoades and Pacific Grove Middle School 56
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades for drama costumes for Pacific Grove Middle School(PGMS) Drama Musical.
- N. Contract for Services with Monterey County Office of Education 62
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with the Monterey County Office of Education for Implementing Equitable Grading in the Classroom staff training.
- O. Electronic Equipment Surplus 67
 Recommendation: (Louis Algaze, Director of Technology Systems) The District Administration recommends the Board review and approve the disposal of the obsolete electronic equipment listed in the following documentation.
- P. California School Board Association Membership 70
 Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2023-24 in the amount of \$9,481.00.
- Q. Approval of California School Board Association GAMUT Online Service Agreement and GAMUT Policy Plus 72
 Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement and GAMUT Policy Plus dues for 2023-24 in the amount of \$5,495.

- R. Ratification of Contract for Services with SchoolWorks Inc. 74
 Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and ratify the contract for services with SchoolWorks, Inc and Pacific Grove Unified School District (PGUSD) for the 2022 Developer Fee Justification Study.
- S. Memorandum of Understanding with the Gateway Center of Monterey County 86
 Recommendation: (Barbara Martinez, Adult School Principal) The District Administration recommends the Board review and approve the renewal of the Memorandum of Understanding between Gateway Center of Monterey County and Pacific Grove Adult Education.
- T. Contract for Services with Southern Bleacher 91
 Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends the Board review and approve the contract for services with Southern Bleacher at Pacific Grove High School.
- U. Contract for Services with Waxie Sanitary Supply 101
 Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends the Board review and approve the contract for services with Waxie Sanitary Supply for Districtwide Custodial Supplies.
- V. Contract with Positive Behavior Supports Corp. for 23-24 107
 Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends the Board review and approve the contract between Pacific Grove Unified School District and Positive Behavioral Supports Corp.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

VII. PUBLIC HEARINGS

- A. PGTA-PGUSD Tentative Agreement 113
 Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board hold a public hearing ...
- Open Public Hearing: _____ Close Public Hearing: _____
- Board Comments/Questions:
 - Public Comment:

VIII. ACTION/DISCUSSION

- A. PGTA-PGUSD Tentative Agreement 125
 Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and approve the tentative agreement ...
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

B. Adoption of Resolution No. 1110 Designating Authorized Agents to Sign School Orders 137
Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1110 designating authorized agents to sign school orders.

- Board Questions/Comments:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Hazen ___ McNary ___ Ottmar ___ B. Swanson ___ C. Swanson ___

C. Contract for Services with Santa Clara County Office of Education 139
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract with the Santa Clara County Office of Education for Restorative Conversations staff training.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

D. Contract for Services with Positive Coaching Alliance 145
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract for services with the Positive Coaching Alliance.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

E. Contract for Services with Newsela 158
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract for services with Newsela, Inc.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

F. Board Calendar/Future Meetings 166
Recommendation: (Joshua Jorn, Interim Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

IX. INFORMATION/DISCUSSION

A. 2022-23 Organizational Review of PGUSD Human Resources 170
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review the attached Organizational Review of Human Resources as presented by Danyel Conolley of School Services of California, Inc. (SSC).

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

B. Review of Legal Fees for July 2022 – June 2023 180
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review legal fees expended from July 1, 2022 through June 30, 2023.

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

C. Summer Projects Presentation 182
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends the Board receive this informational presentation of Summer Projects.

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

D. Future Agenda Items 183
Recommendation: (Joshua Jorn, Interim 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 April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits/Measure D Walk Abouts (Fall 2023)
- Added April 26, 2023: The WAVE Program/Fee Schedule (September 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section
- Added June 1, 2023: Review developer fees
- Added June 1, 2023: Equity Board discussion (September 2023)

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

X. ADJOURNMENT

Next regular Board meeting: August 17, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 1, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 5:30 p.m.

B. Land Acknowledgement
Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the Ohlone, Costanoan & Esselen people and additionally pay respect to elders both past and present.

C. Roll Call
Trustee(s) Present: President Carolyn Swanson (CS)
Clerk Jennifer McNary (JM)
Dr. Elliott Hazen (EH)
Trustee Laura Ottmar (LO)
Trustee Brian Swanson (BS)
Trustee(s) Virtual At Alternate Location: N/A
Trustee(s) Absent: N/A
Administration Present: Superintendent Porras
Asst. Superintendent Jorn
Board Recorder: Mandi Ackerman

D. Adopted Agenda

Changes to the agenda include:
Revised Minutes of May 18, 2023 to include Principal Irene Preciado during the resignee recognition.

Board Comments/Questions:
None

Public Comment:
None

MOTION EH/BS to adopt agenda as amended
Motion CARRIED by 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 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
 2. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

- 3. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4)) – (2 cases)
- 4. Negotiations with Unrepresented Employee
Agency Negotiator: Superintendent and Assistant Superintendent
Position: Meet and Confer Adult Education Teachers
- 5. Negotiations with Unrepresented Employee
District Negotiators: Board President and Legal Counsel
Position: Superintendent

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:32 p.m.

III. RECONVENED IN OPEN SESSION 6:30 p.m.

A. Reported action taken in Closed Session:

- 1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.

Received update, no direction.

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

Information was given.

- 3. Conference With Legal Counsel – Anticipated Litigation (Government Code Section 54956.9, subd.(d)(4)) – (2 cases)

No information was given to the Board.

- 4. Negotiations with Unrepresented Employee
Agency Negotiator: Superintendent and Assistant Superintendent
Position: Meet and Confer Adult Education Teachers

No information was given.

- 5. Negotiations with Unrepresented Employee
District Negotiators: Board President and Legal Counsel
Position: Superintendent

No information was given.

B. Pledge of Allegiance lead by Clerk McNary

IV. COMMUNICATIONS

A. Written Communication

CS reported the following:

- Appreciation for Mr. Valverde
- Gratitude email for 5%/\$1,000 increase in pay and benefits to Management
- Music interview
- Pacific Grove High School Student Board representatives Dayci Dishny and Dario Dimaggio
- NCBA concert band festival and high praise for musicianship of Pacific Grove High School concert band
- Regarding agenda item related to cannabis
- 3 emails regarding Action H concerns
- Possible use of the Meals on Wheels for Superintendent interviews
- Invitation to Del Rey Oaks Pride Flag Raising

JM received emails from Community Human Services related to membership on that Board.

LO noted in person communication, asked if there are issues on the agenda that the Board would be mindful of timing and place issues on the agenda earlier rather than the end of the agenda.

B. Board Member Comments

CS noted an eventful May, so much on the calendar, thanked everyone who put on promotions, graduations; one last salute to Student Representative Rey Avila, cherished having him on the Board; welcomed new Trustees to the graduations.

EH said it was amazing to see the graduation experiences, congratulations to all the graduates.

JM said it was an exciting, fun time, better than reading Board packets and long meetings, reminds the Board why they are doing what they do, said it was moving to hear student speeches, noted it was a great time to celebrate all the accomplishments of the students.

LO congratulated all the graduates, wished everyone happy summer.

BS congratulated the graduates, thanked fellow Trustees for letting him hand off the diploma to Student Representative Rey Avila, meant a lot; noted a wonderful closed session, said it was productive, and that they have a remarkable Board.

C. Superintendent Report

Superintendent Porras noted this was his last Board meeting, attended 360 meetings and never missed one meeting in 16 years; expressed his appreciation for everyone, said he was grateful for his team, thanked the Board for their service.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

A. PGUSD Staff Comments (Non Agenda Items)

District Safety Director Barbara Martinez noted she was proud to be a part of the District, acknowledged Superintendent Porras, said she was proud to be under his leadership, shared a speech from an ESL student at the recent graduation.

B. Community Members (Non-Agenda Items)

Pacific Grove parent Willow Magma spoke about the 7th grade sex education, expressed concerns, encouraged parents to take the online course, examine the program and links, said it needs to be reviewed by the school and parents, said the information is surprising and misleading, asked for the purpose of the student survey, asked who the information shared with and where it is stored; said more emphasis on the power of saying no is needed.

Pacific Grove grandparent took interest in the Pacific Grove Middle School sex education program through Planned Parenthood, expressed concerns, noted Planned Parenthood does not know what these students know or have experienced, said the words moral and immoral are never used in this program, noted critical thinking questions, encouraged parents to be more involved.

Community Member Mike Gibbs asked the Board to add an agenda item regarding cannabis issue, recommended the Board talk about the distance of the cannabis shop to schools, encouraged a portion of retail tax revenue be used towards education and mental health programs through the school district, encouraged a member of the school district to be on an advisory council with the City of Pacific Grove.

VI. PRESENTATION

The Board received a presentation from the Teacher on Special Assignment (TOSA) at Pacific Grove Middle School, Brice Gamble. The presentation highlighted his efforts this year and plans for next year.

Board Comments/Questions:

The Board expressed appreciation for the presentation and for Mr. Gamble and his incredible work.

EH shared positive feedback, said he had heard the program is well taken, spoke about Canva, spoke in support of bringing in more tools into the classroom.

JM said Mr. Gamble was fun to listen to, loved how he is meeting all the students where they are, great collaboration and journey, loved that Canva is being incorporated, appreciates that Mr. Gamble is finding things everyone can be good at, hopes Mr. Gamble can continue in the role of TOSA for a long time, said it is beneficial to the students.

LO thanked Mr. Gamble, said he is great at meeting students where they are and respecting how they retain information, appreciated project-based learning.

BS asked how long Mr. Gamble has been in the District, noted both daughters had Mr. Gamble, said he is the resident comedian, said the District is lucky to have him, remembers the first time he presented at the middle school, noted Mr. Gamble is more than just funny, he is reaching the students and is relatable, so grateful to have Mr. Gamble.

CS asked for a TOSA overview of the program, said the TOSA reminds her of what an inclusion specialist would do, said Mr. Gamble has done a great job, asked who is TOSA at the high school, asked who the TOSAs report to and work with, asked if the District has a plan to value the data from this program, directed Administration to bring back the post report of the TOSA program.

Public Comment:

Pacific Grove Middle School Principal Sean Roach spoke in support of Mr. Gamble.

Assistant Superintendent Josh Jorn provided a brief overview of the TOSA program.

Director of Education Technology Matthew Binder, Director of Curriculum and Special Projects Buck Roggeman, and Superintendent Porras each acknowledged Mr. Gamble and his success as TOSA.

Director of Student Services Clare Davies noted the TOSA Pacific Grove High School is Dr. Stephanie Alvarez, a Special Education Teacher, and was an inclusion specialist at her last district.

VII. CONSENT AGENDA

- A. Minutes of May 18, 2023 Board Meeting
- B. Minutes of May 22, 2023 Special Board Meeting
- C. Classified Assignment Order #18
- D. Certificated Assignment Order #18
- E. Acceptance of Donations
- F. Cash Receipts No. 18
- G. Revolving Cash Report No. 5
- H. Out of County or Overnight Activities
- I. Ratification of Out of County or Overnight Activities
- J. California School Board Association Policy Updates December 2022
- K. Robert H. Down Elementary 2023-24 Single Plan for Student Achievement (SPSA)
- L. Forest Grove Elementary School Plan for Student Achievement 2023-24
- M. Pacific Grove Middle School Single Plan for Student Achievement for 2023-24
- N. Pacific Grove High School Single Plan for Student Achievement for 2023-24
- O. Pacific Grove Community High School Single Plan for Student Achievement for 2023-24
- P. Contract for Services with Jose Del Rio for 2023-2024 School Year
- Q. Adoption of the National Geographic/Cengage U.S. History Through the Lens Textbook for Pacific R. Grove High School U.S. History, Grade 11
- R. Contract for Services with eSpark, Inc.
- S. Contract for Services with IXL
- T. Memorandum of Understanding with Monterey Bay Swim Club
- U. Approval of Actuarial Study of Retiree Health Liabilities Under GASB 74/75 for fiscal year 2022-2023
- V. ABM Building Solutions, LLC Master Development Agreement (MDA)
- W. Quarterly Report on Williams Uniform Complaints

- X. Contract for Services with The Bay School, Non-Public School
- Y. Contract with Chartwell School, Non-Public School
- Z. Renewal of Contract with Medical Billing Technologies, Inc

President Swanson asked to pull C.

Board Comments/Questions:

None

Public Comment:

None

MOTION BS/CS to pull C, approve the consent agenda A, B, D-Z
 Motion CARRIED by vote 5 – 0

VIII. ACTION/DISCUSSION

- A. Pulled Consent Item C- Classified Assignment Order #18

President Swanson noted the excellent people coming to assist the District for the fiscal team, asked Assistant Superintendent Joshua Jorn to explain the substitutes coming to support the fiscal team.

Assistant Superintendent Josh Jorn provided a brief update on Gary Bousum and Karen Deller who will come to support the fiscal team, said he felt it was a good time for support in certain areas, project areas including position control, reconciling position control, table for grant resources, clean up of accounts and ESCAPE, support with unaudited actuals, restricted resources, make recommendations to look at position funding.

Board Comments/Questions:

BS asked what are P1 and P2 apportionments.

CS noted she was thankful for the relationship Assistant Superintendent Joshua Jorn has with the people coming out of retirement to help the District.

EH excited to bring this forward.

Public Comment:

None

MOTION BS/CS to approve pulled Consent Item C- Classified Assignment Order #18
 Motion CARRIED by vote 5 – 0

- B. Resolution No. 1108 Recognizing June 19, 2023 as Juneteenth in the Pacific Grove Unified School District

Clerk McNary presented information to the Board.

Board Comments/Questions:

LO noted it was very important and glad to see it.
 BS echoed sentiments, said it was important.

Public Comment:

Director of Student Services Clare Davies thanked the Board for formally adopting this resolution, noted the District recognized the day last year.

MOTION JM/CS to approve Resolution No. 1108 recognizing June 19, 2023 as Juneteenth in the Pacific Grove Unified School District

Motion CARRIED by roll call vote 5 – 0

C. 2023-24 Adopted Budget

Assistant Superintendent Joshua Jorn noted there were no substantive changes and is the same budget presented to the Board on May 18, 2023.

Board Comments/Questions:

None

Public Comment:

None

MOTION JM/LO to adopt the 2023-24 Budget

Motion CARRIED by vote 5 – 0

D. Pacific Grove Unified School District Local Control and Accountability Plan

Director of Curriculum and Special Projects Buck Roggeman noted he was working with the County, and the County approval should come by the end of the month.

Board Comments/Questions:

None

Public Comment:

None

MOTION CS/EH to adopt the Pacific Grove Unified School District Local Control and Accountability Plan

Motion CARRIED by vote 5 – 0

E. Local Performance Indicators for the California Dashboard

Director of Curriculum and Special Projects Buck Roggeman presented information to the Board.

Board Comments/Questions:

CS asked clarifying questions regarding who receives the data; noted she may talk with Director Roggeman offline about this item; asked for comparison of data where numbers may not have gone up.

JM said she was curious how to get from a 4 or a 5, does not see any information that would prevent her from approving the item tonight.

LO agreed the self-assessment is an interesting concept, said sometimes when data is public we may want to appear better than where we are, expressed concerns we are checking boxes without substance behind it, asked if what we are looking at is truly reflective of what is happening in the district, asked what is the plan of action, wants to make sure the Board has accurate information, said there seemed to be inconsistent scoring, said she had a hard time understanding how it all fit together.

BS is drawn to priority #3, because it is a self-evaluation, there is strength in that as well, would love for the District to engage with families more, asked how to bring in the community, said he was not happy to see a 3 but happy we can give ourselves 3, primary goals is to build community, how do we make that stronger.

Public Comment:

None

MOTION BS/EH to approve the Local Performance Indicators for the California Dashboard
 Motion CARRIED by vote 4 – 1
 President Swanson opposed.

F. Approval of Amendment to the Superintendent’s current Contract: Retroactive Compensation Adjustment

President Swanson presented information to the Board.

Board Comments/Questions:

The Board expressed appreciation for Superintendent Porras and his years of service.

Public Comment:

None

MOTION EH/BS to approve the Amendment to the Superintendent’s current contract:
 Retroactive Compensation Adjustment
 Motion CARRIED by vote 5 – 0

G. Approval of Pacific Grove USD Adult Education Instructor Group Agreement

Assistant Superintendent Joshua Jorn presented information to the Board.

Board Comments/Questions:

None

Public Comment:

None

MOTION BS/EH to approve the Pacific Grove USD Adult Education Instructor Group Agreement
 Motion CARRIED by vote 5 – 0

H. Potential Subcommittee for Superintendent's Contract Updates

President Swanson presented information to the Board.

Board Comments/Questions:

BS said he was in favor of the entire Board going through the entire contract together, it is the one person the Board hires, would love for the entire Board to review it together, said it is important for the entire Board to be present if a special Board meeting were to be held to review the contract, encouraged the Board to review personal calendars to determine if scheduling a special meeting is possible,

CS noted the Board would require a special meeting if the whole Board worked on it together, noted a sub committee can work on it offline and bring the item to a regular meeting, said she was fine either way, if a subcommittee is not used and a special meeting is held without one or two of the Trustees the Board will still need to make decisions, ask the Leadership Associates what they recommend, noted the draft contract document will be reviewed by legal counsel, would want to reach out to a handful of other districts to see their contracts, explained potential process of subcommittee, discussed a special meeting vs subcommittee,

EH echoed all of the Board working on it together, he can see both paths being useful, asked if he could pass along his thoughts if he is unable to make the special Board meeting, what would the necessity be of having an attorney present, if the Board cannot have all members present for special meeting, can the Board express interest to serve on subcommittee,

JM said she saw the value doing an in-depth look of the contract, would make sense in a sub committee format, sees both sides, supports the work would best be served on as subcommittee, does not think anyone gets more or less say on what goes into the contract, in favor of subcommittee.

LO preference is the entire Board reviews the contract, able to bring forth any changes or adjustments, asked when the contract originated, asked what the subcommittee would look like and how items would be changed or adjusted with the rest of the Board, noted it would move it forward a little faster, asked if it would be possible to provide input to be forwarded to subcommittee, as long as once the subcommittee meets the rest of the Board has an active voice, would like to make sure she still has a voice,

Public Comment:

None

MOTION JM/LO to select Trustees Brian Swanson and Dr. Elliott Hazen to create a subcommittee for the purpose of updating the existing Superintendent contract.
Motion CARRIED by vote 5 – 0

The Board took a 10-minute break, returned at 8:52 p.m.

I. Approval of Fiscal Officer Reclassification and Updated Salary Schedule

Assistant Superintendent Joshua Jorn presented information to the Board and answered questions from the Board.

Board Comments/Questions:

CS asked if the entire department was reviewed for reclassification and/or changes in pay, asked if it was typical for payroll, accounts payable and accounts receivable to report to the fiscal officer in other districts, asked about the process for reclassifying and if it was followed, asked about the job description and confirmed the specific changes, asked if there were any changes in education or experience requirements, asked about evaluations and if the fiscal officer would evaluate the three positions.

EH asked if this was important to do now or if it could wait.

JM said this looks reasonable, would love an organization chart, thinks it makes sense, appreciates the thorough comparables, does not have any concerns.

LO noted she spoke to Assistant Superintendent Joshua Jorn earlier in the day and appreciated the information, asked if this position would receive additional training regarding evaluating employees, asked if this would be posted internally for employees to apply or if this is specific to the person who is already performing the job, asked for an organization chart.

BS noted this was well researched and well explained, in favor of moving forward with this item.

Public Comment:

None

MOTION JM/LO to approve the Fiscal Officer Reclassification and Updated Salary Schedule Motion CARRIED by vote 5 – 0

J. Measure A and Measure D Bond Citizens' Bond Oversight Committee Report

Assistant Superintendent Joshua Jorn noted an outreach campaign to fill the open seats on the committee during the summer, plans to bring a full report back to the Board and community.

Board Comments/Questions:

CS thanked the members of the public who are on the Bond Oversight Committee.

Public Comment:

None

MOTION CS/JM to approve the Measure A and Measure D Bond Citizens' Bond Oversight Committee Report Motion CARRIED by vote 5 – 0

K. Approval of Measure A (Ed Tech Bond) Education Technology Expenditures

Director of Education Technology Matthew Binder noted error on item #39 on the list, cost per unit error.

Board Comments/Questions:

None

Public Comment:

None

MOTION BS/JM to approve the Measure A (Ed Tech Bond) Education Technology Expenditures

Motion CARRIED by vote 5 – 0

L. Board Calendar/Future Meetings

Board Comments/Questions:

None

Public Comment:

None

No action taken.

IX. INFORMATION/DISCUSSION continued

B. Review of Legal Fees for July 2022- April 2023

Board Comments/Questions:

None

Public Comment:

None

B. Future Agenda Items

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits/Measure D Walk Abouts (Fall 2023)
- Added April 26, 2023: The WAVE Program/Fee Schedule (September 2023)

Superintendent Porras was included in the discussion regarding Mr. Gibbs’s agenda item request.

Board Comments/Questions:

LO added a review of the business contracts fingerprinting section, the checkboxes with direct contact with students, feels that boxes are checked by default, and said there is an understanding that if there has been DOJ clearance or that an organization has already been fingerprinted, that Administration is not checking the no direct student contact box by default.

BS confirmed the District Office was added to the security assessment.

EH mentioned previously submitted Request a Board Item submission regarding site equity, possible special Board meeting, regarding different types and forms of equity, the Board noted this item would be added as a future agenda item and scheduled for a fall presentation around the September 7 Board meeting.

JM added a review of developer fees.

The Board discussed Mr. Gibbs’s request to add an agenda item regarding cannabis, including a potential resolution, jurisdiction, and determined the Board was not in favor of adding the item to a future agenda.

Public Comment:

None

X. ADJOURNED

9:41 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of July 13, 2023 – District Office/Virtual

I. OPENED BUSINESS

A. Called to Order 5:00 p.m.

B. Land Acknowledgement
Good evening. As we begin this meeting, it’s important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen** people and additionally pay respect to elders both past and present.

C. Roll Call
President: Trustee Carolyn Swanson (CS)
Clerk: Trustee Jennifer McNary (JM)
Trustee(s) Present: Trustee Elliott Hazen (EH)
Trustee Laura Ottmar (LO)
Trustee(s) Virtual At Alternate Location: Trustee Brian Swanson (BS)
Trustee(s) Absent: N/A
Administration Present: Interim Superintendent Jorn
Board Recorder: Mandi Ackerman

D. Adopted Agenda

Board Questions/Comments:
None

Public Comment:
None

MOTION BS/EH to adopt agenda as presented.
Public comment: none
Motion CARRIED by vote 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

- 1. Conference with Legal Counsel regarding Anticipated Litigation.
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9: There is one potential case.
- 2. Complaint made against Public Employee.

B. Public comment on Closed Session Topics

None

C. Adjourned to Closed Session 5:03 p.m.

III. RECONVENED IN OPEN SESSION 6:22 p.m.

A. Reported action taken in Closed Session:

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

1. Conference with Legal Counsel regarding Anticipated Litigation.
Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Government Code section 54956.9: There is one potential case.

The Board voted 5 in favor, 0 against, 0 abstain, to approve the settlement between a Special Education student and the District regarding a provision of a free and appropriate public education.

2. Complaint made against Public Employee.

The Board gave direction, no action taken.

IV. ADJOURNMENT 6:23 p.m.

Next Regular Board Meeting: August 3, 2023

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

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

SUBJECT: Classified Assignment Order #1

DATE: August 3, 2023

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 #1

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. 1
August 3, 2023**

Page 2 of 2

NEW HIRE:

Claudia Arellano, District, Director II, Human Resources, Full-time, 1.0 FTE, 225 day work calendar, Management Salary Schedule, Step 8, effective July 1, 2023 (replaces retiree Billie Mankey)

Kristen Arps, PGAS Program Coordinaator, Full-time, 1.0 FTE, 220 day work calendar, Management Salary Schedule, Step 7, effective August 3, 2023 (replaces Eric Saavedra)

Robert Silveira, District School Nutrition Director, Full-time, 1.0 FTE, 220 day work calendar, Management Salary Schedule, Step 7, effective July 17, 2023 (replaces Stephanie Lip)

Amaya Gamecho, PGAS Preschool Program, Instructional Assistant, 4 hrs./day, 180 day work calendar, Range 30, Step 1, effective July 5, 2023

Mary Corey, FGE, Occupational Therapist, Part-time 0.80 FTE, Step 5 (Licensed Professional Salary Schedule), 185 day work calendar, effective August 3, 2023 (replaces Diane McCluskey)

LEAVE OF ABSENCE:

Apple Ataou, PGMS Administrative Assistant, requests a long-term personal leave without pay, effective August 18, 2023 through August 18, 2024 only and effective when a suitable replacement is found and any subsequent positions subsequently filled.

RESIGNATION:

Lori Arnaldo, PGHS, Instructional Assistant (Special Education) 6.5 hrs./day resigns effective May 26, 2023 after 6 years, 9 months of employment with the Pacific Grove Unified School District

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

SUBJECT: Certificated Assignment Order #1

DATE: August 3, 2023

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

Page 1 of 3

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #1

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. 1
 August 3, 2023**

NEW HIRE:

Andrea Webb, RDE, Special Day Class, Full-time, 1.0 FTE, Column IV, Step 1, effective August 3, 2023 (replaces Jasona Prowse)

Stephanie Bolton, PGMS, 6th Grade Core, Full-time, 1.0 FTE, Column V, Step 12 +MA, effective August 3, 2023 (replaces retiree Wendy Milligan)

Dr. Alan Durst, FGE/RDE Instrumental Music Teacher, Part-time, 0.40 FTE, Column VI, Step 12 +MA+Ph.D., August 3, 2023 (replaces Jonathan Valverde)

Laurie Heilbron, Speech, 1.0 FTE, Column VI, Step 12, +MA+Speech Stipend, August 3, 2023 (replaces Molly Kriva)

RE-HIRE:

Nicole Brophy, PGHS, Math, Part-time, 0.80 FTE, Column VI, Step 13, effective August 4, 2023

Janet Bingham, RDE, from temporary, part-time job share to 1.0 FTE 4th grade, Column II, Step 4, effective August 4, 2023 (replaces Karen Levy)

TEMPORARY NEW HIRE:

Katie Spadoni, RDE, Temporary, 1st Grade Job Share Rachel McNickle, temporary, part-time, 0.40 FTE, Column V, Step 1 +MA, effective August 3, 2023 through May 31, 2024 only

Brandi Lopez, PGMS, Temporary, History Teacher, effective August 4, 2023 through May 31, 2024 only (replaces Brice Gamble (TOSA))

Alyssa Hammell Temple, RDE Temporary, Part-time Intervention Teacher, 0.50 FTE, Column I, Step 1, effective August 3, 2023 through May 31, 2024 only (replaces Analisa Fiorenza)

Larissa Nelson, FGE, Temporary, 2nd Grade Job Share with Nate Welch at 0.53 FTE, Column V, Step 4, August 3, 2023 through May 31, 2024 only

TEMPORARY CHANGE OF ASSIGNMENT:

Ricky Cabalza, from Transition Program Paraeducator to PGHS RSP Teacher, Temporary, full-time, 1.0 FTE, Column V, Step 5, effective August 4, 2023 (replaces reassigned Stefanie Alvares) through May 31, 2024 only

TRANSFER OF ASSIGNMENT:

Thalia Jones, from FGE Psychologist 0.6FTE to PGHS Psychologist 1.0FTE, effective August 4, 2023 (replaces Leslie King)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1
August 3, 2023**

Page 3 of 3

INCREASE IN ASSIGNMENT:

Anna Darnell, RDE, return from part-time job share to full-time 1.0 FTE employment, effective August 4, 2023

Catherine Broz, PGAS Preschool Co-op Program, Temporary Increase in Hours, 2.75 hrs./day, effective August 9, 2023 (partial replacement for retiree Jackie Kite)

RETIREMENT:

Karen Levy, RDE teacher, retires after 35 successful years of employment with the Pacific Grove Unified School District

SUBSTITUTE:

Marie David, Daily Sub 2023-24

Taylor Copeland, Daily Sub 2023-24

Kent Latham, Daily Sub 2023-24

Stephanie Paine, Daily Sub 2023-24

- 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: Acceptance of Donations

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

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

INFORMATION:

During the past months the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

Various

\$340.00 (4th grade Titus Park Field Trip Donations)

Pacific Grove Middle School

Anonymous

\$197.00 (Music Donation)

Pacific Grove High School

- Erickson Family
- Natalia Yevdash
- Ricky Cromwell
- Georgia Harrod
- Ashton Leyva
- Josh Galarza
- J. Riddell

- \$1,122.80 (Culinary Program)
- \$10.00 (CTE Culinary)
- \$10.00 (CTE Culinary)
- \$10.00 (CTE Culinary)
- \$10.00 (CTE Culinary)
- \$10.00 (CTE Culinary)
- \$10.00 (CTE Culinary)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

SUBJECT: Cash Receipts Report No. #1

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from May 24, 2023 to July 25, 2023.

INFORMATION:

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

PGUSD
2023-24 BOARD REPORT # 1 Cash Receipts

May 24, 2023 - July 25, 2023

Date	Num	Name	Account	Amount
May 24 - Jul 25, 23				
05/24/2023	21774	BASRP-RD	BASRP	1,159.72
05/24/2023	21775	BASRP-FG	BASRP	29.00
05/24/2023	21776	PGHS	TEXT BOOK FEES	3.50
05/24/2023	21777	RETIREE INSURANCE	RETIREE INSURANCE	3,367.24
05/24/2023	21778	STATE OF CALIFORNIA	CAFETERIA	41,685.63
05/25/2023	21779	RETIREE INSURANCE	RETIREE INSURANCE	4,838.04
06/06/2023	21780	ADULT EDUCATION	ADULT EDUCATION	301.00
06/06/2023	21781	PGHS	TEXT BOOK FEES	110.00
06/06/2023	21782	PGHS	TEXT BOOK FEES	510.00
06/06/2023	21783	PGMS	TEXT BOOK FEES	317.00
06/06/2023	21784	PGMS	DONATION	197.00
06/06/2023	21785	PGHS	TEXT BOOK FEES	19.00
06/06/2023	21786	PGHS	TEXT BOOK FEES	14.00
06/06/2023	21787	PGHS	TEXT BOOK FEES	10.00
06/06/2023	21788	Transportation	FIELD TRIP	261.00
06/06/2023	21789	RETIREE INSURANCE	RETIREE INSURANCE	17,522.16
06/06/2023	21790	STATE OF CALIFORNIA	MEDI-CAL	1,256.57
06/06/2023	21791	STATE OF CALIFORNIA	CAFETERIA	113,577.74
06/06/2023	21792	Facilitron	FACILITIES USE	1,627.55
06/06/2023	21793	RETIREE INSURANCE	RETIREE INSURANCE	1,855.00
06/07/2023	21794	CAFETERIA	CAFETERIA	93.76
06/07/2023	21795	USB AP Payment	REBATE	260.07
06/08/2023	21796	ADULT EDUCATION	ADULT EDUCATION	38,641.35
06/08/2023	21797	ADULT EDUCATION	ADULT EDUCATION	1,410.00
06/08/2023	21798	PGHS	FEES	50.00
06/08/2023	21799	CAFETERIA	CAFETERIA	208.00
06/08/2023	21800	MISC	INS PAYMENT	227.00
06/08/2023	21801	RETIREE INSURANCE	RETIREE INSURANCE	893.00
06/08/2023	21802	RETIREE INSURANCE	RETIREE INSURANCE	4,913.04
06/09/2023	21803	DONATION	CTE Donations	60.00
06/09/2023	21804	PGMS	FIELD TRIP	100.00
06/09/2023	21805	RETIREE INSURANCE	RETIREE INSURANCE	3,788.01
06/14/2023	21806	MISC	MISC FEES	18.00
06/14/2023	21807	BASRP-RD	BASRP	761.00
06/14/2023	21808	BASRP-FG	BASRP	662.00
06/14/2023	21809	PGHS	TEXT BOOK FEES	16.00
06/14/2023	21810	STATE OF CALIFORNIA	MEDI-CAL	1,697.14
06/14/2023	21811	RETIREE INSURANCE	RETIREE INSURANCE	2,261.00
06/15/2023	21812	BASRP-RD	BASRP	647.22
06/15/2023	21813	RETIREE INSURANCE	RETIREE INSURANCE	432.00
06/15/2023	21814	PGHS ASB	PAYROLL	1,900.04
06/16/2023	21815	RETIREE INSURANCE	RETIREE INSURANCE	1,068.00
06/16/2023	21816	national University	Teacher Stipend	300.00
06/19/2023	21817	BASRP-FG	BASRP	17,129.34
06/19/2023	21818	BASRP-RD	BASRP	20,756.33
06/19/2023	21819	RETIREE INSURANCE	RETIREE INSURANCE	111.00
06/20/2023	21820	STATE OF CALIFORNIA	MEDI-CAL	94.77
06/20/2023	21821	Monterey County Ag Education	FIELD TRIP	554.40
06/20/2023	21822	Child Development Inc	CHILD DEV	1,442.00
06/20/2023	21823	RETIREE INSURANCE	RETIREE INSURANCE	1,524.00
06/21/2023	21824	MERMA	REIMBURSMENT	4,601.00
06/21/2023	21825	ADULT EDUCATION	ADULT EDUCATION	1,826.00
06/21/2023	21826	RETIREE INSURANCE	RETIREE INSURANCE	1,218.00
06/22/2023	21827	Intercare Holding Insurance	WORKERSCOMP	1,394.13
06/23/2023	21828	ADULT EDUCATION	ADULT EDUCATION	795.00
06/26/2023	21829	RETIREE INSURANCE	RETIREE INSURANCE	1,438.00
06/28/2023	21830	RETIREE INSURANCE	RETIREE INSURANCE	127.00
06/28/2023	21831	Facilitron	FACILITIES USE	4,469.85
06/28/2023	21832	RETIREE INSURANCE	RETIREE INSURANCE	1,676.56
06/28/2023	21833	STATE OF CALIFORNIA	CAFETERIA	72,676.30
06/28/2023	21834	RETIREE INSURANCE	RETIREE INSURANCE	321.00
06/29/2023	21835	RETIREE INSURANCE	RETIREE INSURANCE	1,152.34
06/29/2023	21836	MISC	Benefits	227.00
06/29/2023	21837	RETIREE INSURANCE	RETIREE INSURANCE	131.00
06/29/2023	21838	MONTEREY BAY CHARTER SCHOOL	RENT	20,754.00
06/29/2023	21839	MONTEREY BAY CHARTER SCHOOL	RENT	21,790.79
06/29/2023	21840	ADULT EDUCATION	ADULT EDUCATION	345.00
06/30/2023	21841	RETIREE INSURANCE	RETIREE INSURANCE	4,911.00

Date	Num	Name	Account	Amount
06/30/2023	21842	STATE OF CALIFORNIA	CAFETERIA	26,799.17
07/03/2023	21843	STATE PRE SCHOOL	PRESCHOOL	7,801.00
07/03/2023	21844	CAFETERIA	BANK FEE	-79.99
07/03/2023	21845	RETIREE INSURANCE	RETIREE INSURANCE	1,799.00
07/07/2023	21846	RETIREE INSURANCE	RETIREE INSURANCE	1,525.00
07/07/2023	21847	Transportation	TRANSPORTATION	609.00
07/07/2023	21848	ADULT EDUCATION	ADULT EDUCATION	30,268.49
07/07/2023	21849	ADULT EDUCATION	ADULT EDUCATION	895.75
07/07/2023	21850	ADULT EDUCATION	ADULT EDUCATION	50,922.58
07/07/2023	21851	RETIREE INSURANCE	RETIREE INSURANCE	1,776.22
07/13/2023	21852	RETIREE INSURANCE	RETIREE INSURANCE	736.00
07/13/2023	21853	US BANK	TRAN INTEREST	0.90
07/13/2023	21854	MPC	DUAL ENROLLMENT REIMBURSEMENT	11,624.25
07/17/2023	21855	Robert Down Elementary	FIELD TRIP DONATION	340.00
07/17/2023	21856	RETIREE INSURANCE	RETIREE INSURANCE	111.00
07/17/2023	21857	KEENAN AND ASSOC	INSURANCE CLAIM	51,047.52
07/20/2023	21858	STATE OF CALIFORNIA	MEDI-CAL	695.40
07/20/2023	21859	RETIREE INSURANCE	RETIREE INSURANCE	72.00
07/25/2023	21860	PGHS	TEXT BOOK FEES	22.00
07/25/2023	21861	BASRP-FG	BASRP	4,096.54
07/25/2023	21862	BASRP-RD	BASRP	8,036.54
May 24 - Jul 25, 23				629,631.96

- 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: Revolving Cash Report No. #1

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

As Interim Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period of May 24, 2023 to July 25, 2023

INFORMATION:

Prior to the approval of the identified payments, appropriate District procedures were followed and authorizations obtained.

PGUSD
 2023-24 BOARD REPORT # 1 REVOLVING CASH
 May 24, 2023 - July 25, 2023

Date	Name	Account	Amount
May 24 - Jul 25, 23			
06/15/2023	ANALYSIS CHARGE	BANK FEE	-346.46
06/16/2023	DEPOSIT	DEPOSIT	807.41
07/17/2023	ANALYSIS CHARGE	BANK FEE	-394.48
			66.47
May 24 - Jul 25, 23			66.47

- 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: Ratification of Out of County or Overnight Activities

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The Administration recommends that the Board ratify and approve the request as presented.

BACKGROUND:

Board Policy 6153 requires prior approval of all school sponsored trips. Out of County/State or overnight trips require Board approval. Other trips may be approved by the Superintendent or designee.

INFORMATION:

The attached identifies an Out of County trip for the PGHS Girls Softball team to compete in the CCS Championships at San Jose City College on May 27, 2023.

FISCAL IMPACT:

The request has an identified cost and associated source of funds. The activities expose the District to increased liability with a resulting potential for financial impact.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2023-24 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
5/27/2023	San Jose City College San Jose, CA	PGHS Softball Team CCS Championship	Charter	\$ 1,592.50	Athletics

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 05/27/2023 Day of Activity: 5/27/23

Activity Name/ Location: San Jose City College Address: 2100 Moorpark drive

City: San Jose County: Santa Clara

School: PG High School Teacher/ Class or Club: Variety Softball Grade: 12

School Departure Time: 7:30 a.m. Pickup Time from Place of Activity: 12:30 p.m.

Name(s) of Employee(s) Accompanying Students: Salvatore Lucido

Number of Adults: 4 Number of Students: 13

Description of Activity/ Educational Objective: Ccs championship

List All Stops: None

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. Coach _____ (Teacher/Coach/Advisors Initials)

Means of Transportation: Charter
(Board Regulation 3541.1 requirements will be complied with when using private autos: Yes (Teacher/ Coach/Advisors Initials)

Name(s) of Auto Drivers (subject to change): None
() Form-OCA-1 Release of Driver Record Information is on file with the District _____
() Form-OCA-2 Personal Automobile Information is on file with the District _____
() Fingerprint clearance is on file with the District _____

Requested By: Salvatore Lucido Salvatore Lucido Date: 05/26/2023
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 05/31/2023

Substitute Required: No # of Days _____ Account Code (for sub): _____

Cost of Activity: \$ _____ + Cost of Transportation: \$ 1592.50 + Cost of Substitute: \$ _____ = Total Cost (Est): \$ 1,592.50

Funds to be charged for all activity expenses: () Students () Club () PG Pride () Other _____

Account Code: Athletics

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: 05/31/2023 Transportation Available: No

Transportation Type: () School Bus (x) Charter

Approved by Transportation Supervisor: Jon Anderson Date: 06/08/2023

Approved by Assistant Superintendent: _____ Date: _____

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

SUBJECT: Warrant Schedule 656

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim 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 May 01, 2023 through May 31, 2023.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

656

May 2023

WARRANTS - PAYROLL

Certificated	Manual	05/05/23	\$	-
	Supp	05/10/23	\$	97,874.79
	Manual	05/15/23	\$	622.08
	Regular	05/31/23	\$	1,890,656.50
<u>Total Certificated</u>			<u>\$</u>	<u>1,989,153.37</u>
Classified	Manual	05/05/23	\$	-
	Supp	05/10/23	\$	48,539.15
	Manual	05/15/23	\$	262.24
	Regular	05/31/23	\$	793,047.25
<u>Total Classified</u>			<u>\$</u>	<u>841,848.64</u>
Other	Manual	05/05/23	-	
	Supp	05/10/23	\$	1,336.00
	Manual	05/15/23	\$	-
	Regular	05/31/23	\$	18,738.00
<u>Total Other</u>			<u>\$</u>	<u>20,074.00</u>
<u>TOTAL PAYROLL</u>			<u>\$</u>	<u>2,851,076.01</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12761304-12761333	04600000482-04600000488	05/04/23	\$	161,743.94
12762816-12762864	04600000489-04600000492	05/11/23	\$	139,858.56
12764060-12764113	04600000493-04600000498	05/18/23	\$	253,462.84
12766762-12766790	04600000499-04600000501	05/25/23	\$	153,700.84
<u>TOTAL ACCOUNTS PAYABLE</u>			<u>\$</u>	<u>708,766.18</u>

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

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

SUBJECT: Contract for Services with Beem Video and Photography and Pacific Grove Middle School

DATE: August 3, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Beem Video and Photography at Pacific Grove Middle School to videotape the PGMS Musical for the 2023-2024 school year.

BACKGROUND:

This is the fourth year that Beem Video and Photography has videotaped the musical.

INFORMATION:

Beem Video and Photography will complete a large-scale musical production of our 2023-2024 PGMS Drama students that can be purchased by our PGMS families. Parents can purchase the download to view the musical. The reason for the sale to view the musical is because PGMS Drama department self-funds their musicals.

FISCAL IMPACT:

The total contract for the middle school is not to exceed \$300.00 for the 2023-2024 school year and is paid by the ASB Drama Budget.

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

CONSULTANT Beem Video

SITE/DEPARTMENT PGMS Drama

SUBMITTED BY Sean Roach

FUNDING SOURCE ASB Drama Budget

AGREEMENT TOTAL AMOUNT \$300

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **Beem Video** (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **videographer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **recording PGMS Musical and making necessary editing for color and lights.**
2. **Term.** Consultant shall commence providing services under this Agreement on **1/25/2024**, and will diligently perform as required and complete performance by **3/1/2024**.
3. **Compensation.** District agrees to pay **\$300** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$300** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Beem Video
 Address: 836 2nd Street
 City/State/Zip: Pacific Grove, Ca 93950
 Business Phone: 805-801-9054
 Email (Optional):

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant’s Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: Sean Roach
Title: PGMS Principal

Date: _____

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Kaatz Photography and Pacific Grove Middle School

DATE: August 3, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Kaatz Photography to provide photographic services for the Pacific Grove Middle School (PGMS) Musical production for the 2023- 2024school year.

BACKGROUND:

This is the fifth year Kaatz Photography will photograph the PGMS student musical production.

INFORMATION:

PGMS students will be able to access and download the photo gallery online.

FISCAL IMPACT:

The total contract 2023-24 school year is not to exceed \$300.00. It will be paid by the Drama ASB Account.

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

CONSULTANT Ben Kaatz Photography

SITE/DEPARTMENT PGMS Drama

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS ASB Drama Budget

AGREEMENT TOTAL AMOUNT \$300

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **Ben Kaatz Photography** (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **PGMS Musical photos Builder/designer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Taking photos**.
2. **Term.** Consultant shall commence providing services under this Agreement on **10/1/2023**, and will diligently perform as required and complete performance by **2/10/2024**.
3. **Compensation.** District agrees to pay **\$300** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$300** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment (“PPE”) such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District’s Evaluation of Consultant.** The District may evaluate the Consultant’s performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the “Consultant Parties”) in the performance of or failure to perform Consultant’s or Consultant Parties’ obligations under this Agreement, including, but not limited to Consultant’s or Consultant Parties’ use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act (“FEHA”).
12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Ben Kaatz Photography
 Address: 1033 Olmstead Ave.
 City/State/Zip: Pacific Grove, Ca 93950
 Business Phone: 831-297-2000
 Email (Optional):

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students
23. **W-9.** Consultant has provided a completed:
 - W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Sean Roach

Name: _____

Title: PGMS Principal

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Dan Deegan and Pacific Grove Middle School

DATE: August 3, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Dan Deegan to build and design the set for Pacific Grove Middle School (PGMS) Musical production for the 2023- 2024 school year.

BACKGROUND:

Dan has volunteered his time these past few years to help build, create, and design the sets for PGMS Musical productions.

INFORMATION:

The PGMS musical will have its own unique set designed for their specific musical. Dan will work closely with the Director, Michelle Boulware, to help make the vision come to life.

FISCAL IMPACT:

The total contract for 2023-24 school year is not to exceed \$600.00. It will be paid by the Drama ASB Account.

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

CONSULTANT Dan Deegan

SITE/DEPARTMENT PGMS Drama

SUBMITTED BY Sean Roach

FUNDING SOURCE ASB Drama Budget

AGREEMENT TOTAL AMOUNT \$600

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **Dan Deegan** (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **PGMS Musical Set Builder/designer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Set design/build**.
2. **Term.** Consultant shall commence providing services under this Agreement on **10/1/2023**, and will diligently perform as required and complete performance by **2/10/2024**.
3. **Compensation.** District agrees to pay **\$600** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$600** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment (“PPE”) such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District’s Evaluation of Consultant.** The District may evaluate the Consultant’s performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the “Consultant Parties”) in the performance of or failure to perform Consultant’s or Consultant Parties’ obligations under this Agreement, including, but not limited to Consultant’s or Consultant Parties’ use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act (“FEHA”).
12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Dan Deegan
 Address: 921 Fountain Ave.
 City/State/Zip: Pacific Grove, Ca 93950
 Business Phone: 847-323-2656
 Email (Optional):

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students
23. **W-9.** Consultant has provided a completed:
 - W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Sean Roach

Name: _____

Title: PGMS Principal

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract for Services with Valerie Rhoades and Pacific Grove Middle School

DATE: August 3, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades for drama costumes for Pacific Grove Middle School(PGMS) Drama Musical.

BACKGROUND:

Valerie Rhoades has created costumes for the PGMS Drama department for the last seven years.

INFORMATION:

This is the seventh year Valerie Rhoads has created the costumes for the PGMS Musical.

FISCAL IMPACT:

The total contract for the middle school is not to exceed \$500.00 for the 2023-2024 school year and is paid by the ASB Drama Budget.

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

CONSULTANT Valerie Rhoades

SITE/DEPARTMENT PGMS Drama

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS ASB Drama Budget

AGREEMENT TOTAL AMOUNT \$500

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Valerie Rhoades (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **PGMS Musical costumer**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **PGMS Musical costumer**.
2. **Term.** Consultant shall commence providing services under this Agreement on **10/1/2023**, and will diligently perform as required and complete performance by **2/10/2024**.
3. **Compensation.** District agrees to pay **\$500** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$500** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.

5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.

6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.

 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.

 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.

7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.

 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the

District’s notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment (“PPE”) such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District’s Evaluation of Consultant.** The District may evaluate the Consultant’s performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District’s financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the “District Parties”), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the “Claims”) directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the “Consultant Parties”) in the performance of or failure to perform Consultant’s or Consultant Parties’ obligations under this Agreement, including, but not limited to Consultant’s or Consultant Parties’ use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act (“FEHA”).
12. **Confidentiality.** The Consultant and all Consultant’s agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Valerie Rhoades
 Address: 730 Grove st.
 City/State/Zip: Pacific Grove, Ca 93950
 Business Phone: 831-917-6713
 Email (Optional):

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students
23. **W-9.** Consultant has provided a completed:
 - W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Sean Roach

Name: _____

Title: PGMS Principal

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Contract for Services with Monterey County Office of Education

DATE: August 3, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the Monterey County Office of Education for Implementing Equitable Grading in the Classroom staff training.

BACKGROUND/INFORMATION

The Monterey County Office of Education will provide in-person professional development for teaching staff on August 4th, which will focus on learning strategies for Implementing Equitable Grading in the classroom. This high impact training is directly aligned to the District’s focus on equity for all. This is a one-time service.

FISCAL IMPACT:

Amount of service- \$500 for two presenters. Fee to be paid out of site funds.



MONTEREY COUNTY OFFICE of EDUCATION

Dr. Deneen Guss
County Superintendent of Schools

This contract is hereby entered into between the Monterey County Office of Education, hereinafter referred to as "MCOE" and Pacific Grove Unified School District, hereafter referred to as "DISTRICT".

PURPOSE

Implementing Equitable Grading in the Classroom

EFFECTIVE DATE AND TERM

The period of this contract is from August 4, 2023 through August 4, 2023 at which time it will expire unless extended under a mutual agreement to amend the term of the CONTRACT.

SERVICES

MCOE agrees to provide the following services in satisfaction of the purpose of this CONTRACT to the DISTRICT:

Other

Description of Services:

Provide 2 hours of PD for 31 Teachers at PG Middle School on equitable grading support

RESPONSIBILITIES

MCOE agrees to the following:

content creation, facilitation of content, follow-up

PAYMENT

Fund Transfer: In consideration of the Description of Services set forth above, the DISTRICT agrees to pay MCOE in the form of a fund transfer after the services have been completed The total amount to be transferred for services rendered shall be \$500.00.

The DISTRICT authorizes a transfer of funds as follows:

Fund	Resource	Yr	Goal	Function	Object	SubObject	Site	Local	Mgmt	Amount
01	0000	0	0000	7410	5800	00	005	1005	0720	\$500.00

The MCOE providing department requests the transfer be reflected as follows:

Fund	Resource	Yr	Goal	Function	Object	SubObject	Site	Local	Mgmt	Amount
01	0000	0	0000	0000	8689	00	000	0412	0602	\$500.00

901 Blanco Circle Post Office Box 80851 Salinas, California 93912-0851 www.montereycoe.org
Salinas: 831.755.0300 Monterey: 831.373.2955 Fax: 831.755.6473

INSURANCE

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

LIABILITY INSURANCE /CERTIFICATE OF INSURANCE

District shall provide liability insurance coverage, which includes coverage against allegations of sexual molestation, sexual abuse, child abuse and child endangerment, for each Provider while on Assignment with Client to cover all incidents, which may occur during an Assignment, regardless of when a claim is made.

Monterey County Office of Education (MCOE) is requiring a Certificate of Insurance from the AGENCY of which (MCOE) shall be listed as additionally insured. The vendor will need to provide a Certificate of Insurance with the following language: "The coverage provided does not limit or exclude physical, mental, emotional and/or sexual abuse", to the Monterey County Office of Education.

TERMINATION

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

INDEMNIFICATION

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

DISPUTE RESOLUTION

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

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

GOVERNING LAWS

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

COMPLIANCE WITH LAWS

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

In accordance to the law, both parties will comply with **Title 45 - Public Welfare; Subtitle A - Department of Health Human Services; Subchapter A - General Administration Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHA Awards** (*Authority: 5 U.S.C. 301; 2 CFR part 200, Source 79 FR 75889, Dec. 19. 2014, unless otherwise noted*).

ASSIGNMENT OF RIGHTS

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

NOTICE

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

Monterey County Office of Education	Pacific Grove Unified School District
901 Blanco Circle	435 Hillcrest Ave
Salinas, CA 93901	Pacific Grove, CA 93950
Attn: Norma Esparza	Attn: Joshua Jorn
Phone: 831-755-0834 Ext.1834	Phone:

SEVERABILITY

If any term, condition or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect and shall not be affected, impaired or invalidated in any way.

AMENDMENT

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

WAIVER OF DEFAULT

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

CONFLICT OF INTEREST

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

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

Monterey County Office of Education

Pacific Grove Unified School District

Authorized Signature
Name:

Title:

Date:

Authorized Signature
Name:

Title:

Date:

- | | |
|---|---|
| <input 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: Electronic Equipment Surplus

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Louis Algaze, Director of Technology Systems

RECOMMENDATION:

The District Administration recommends the Board review and approve the disposal of the obsolete electronic equipment listed in the following documentation.

BACKGROUND:

Technology has a shelf life which seems to get shorter and shorter every year as the pace of emerging technologies increases. In the process of developing the Forest Grove Flex lab a large amount of equipment has been deemed obsolete.

INFORMATION:

A vendor, Rod Penny, will take all of our equipment and recycle or dispose of it. He will go to Forest Grove and collect the piles that they have put together.

FISCAL IMPACT:

No costs associated with this service.

Because the equipment is old, it typically does not have any resale value. Attempts to determine the value of each piece/type of equipment is a very time-consuming process and probably not worth the time it takes to pay a PGUSD employee to do the research, manage the items of value, find a buyer and make the sale.

Forest Grove

Location: Carey's Classroom

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Elmo document camera	Does not power on	No	Pre-2011	3rd grade classroom	FG Library: T74269	TT-02RX
Brother printer	Extremely outdated	Yes	Pre-2011	1st grade classroom	FG Library: T74597	HL-2040
Elmo document camera	Input selection buttons no longer work. Extremely outdated	No	Pre-2011	2nd grade classroom	x	TT-02RX
Dell laptop	Extremely outdated	Barely	Pre-2011	Title 1 classroom	DO: 3104 (blue tag)	Inspiron 1545
Chromebook	Extremely outdated	Yes	Fall 2015	Distance learning	3 CB's	HP G4
Chromebook	Broken screen, motherboard	No	2018	Distance learning	2 CB's	HP G5
Dell monitor	Extremely outdated, small, obsolete video ports	Yes	Pre-2011	Various classrooms	5 monitors	1708FPF
Brother printer	Constant paper jams, extremely outdated	No	Pre-2011	Kindergarten classroom	none	HL-2070N
AccelScan test scanner	Not needed	Unknown	Pre-2011	Testing, more than a decade ago	none	2110
Headphones	Broken microphones, broken jacks, split wires, etc.	Partially	Various (most ~2015)	Various classrooms	none	various
Epson projector	Outdated, obsolete connections, low lumen, etc.	Yes	Pre-2011	2nd grade classroom	none	PowerLite 83+
Epson projector	Outdated, obsolete connections, low lumen, etc.	Yes	~2013	BASRP	FG Library: T74229, DO: 100054	Powerlite 84
HP Switch	Outdated and obsolete network equipment	Yes (presumably)	Jul. 2011	FG MDM	3394 (Blue tag), DO: 100308	Procurve E5406 zi
HP Switch	Outdated and obsolete network equipment	Yes (presumably)	Jul. 2011	FG IDMs (various)	5 switches - 3399 (blue tag), DP: 103821, nothing for the other three switches	Procurve 3500yl-24G
Allied Telesis Switch	Outdated and obsolete network equipment	Yes (presumably)	Unknown - estimated in the late 90's to early 2000's	FG IDM (presumably)	none	CentreCOM 3024SL
HP Color Printer	Frequent jams, color streak, inefficient costly toner	Partially		Computer lab	FG Library: X3838	LaserJet Pro 400 color M451nw
Sound, Video, and Network cards	Cards are for outdated, obsolete equipment that is no longer used at PGUSD	Yes	Various (most pre-2011)	Various locations	~50 cards	Miscellaneous
Meru Networks access point	Access points for previous network	Presumably	Fall 2013	Various locations	16 Access Points	AP1020e
Meru Networks access point	Access points for previous network	Presumably	Fall 2013	Various locations	12 Access Points	aP1020i
Dayton space heater	Heater produces smoke	No	?	5th grade classroom	x	1VNX7A
Keurig coffee machine	Leaks water, does not power on	No	~2017	Staff lounge	x	
Dell desktop computer	Very old and underpowered, various minor problems (broken audio ports, dvd drives, usb ports, etc.)	Mostly	Fall 2013	Computer lab	40 computers	Optiplex 390
Dell monitors	Excess, small, outdated video ports	Yes	Fall 2013	Computer lab	30 monitors	E170Sc
Dell keyboards	Excess, bulky, clunky	Yes	Fall 2013	Computer lab	40 keyboards	

Forest Grove

Location: Carey's Classroom

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
UPS	Outdated, limited functionality, inadequate battery backup	Yes	Pre-2011	Server room	2 UPS units	
Supermicro Server	No longer needed, replaced with newer and better server at the middle school	Yes	?	Server room - dhcp server	x	CSE-822
Dell Laptop	Underpowered, bulky, broken hard drives, broken touchpads, damage to power ports, batteries won't charge	No	Fall 2015	Various classrooms	5 laptops (PGUSD: 103256; PGUSD 103267, FG Library T74532; PGUSD 103269, FG Library T74544; PGUSD 103265, FG Library T74530; PGUSD 103268, FG Library T82573)	Latitude E5540
Color inkjet printers	Expensive and Inefficient use of ink, slow, not networkable, rogue purchases	Yes	Various (all pre-2016)	Various classrooms	4 printers	HP, Epson



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| <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 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: California School Board Association Membership

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2023-24 in the amount of \$9,481.00.

BACKGROUND:

In the 2012 – 2013 school year, due to the negative financial impact and reduced need for California School Boards Association services, the PGUSD Trustees voted to discontinue membership in that association. In 2013-14 school year the PGUSD Trustees voted to re-engage services with CSBA so that the Board could access the benefits of the annual conference and new designed trainings associated with board governance, the new California Common Core Standards and other policy services.

INFORMATION:

Benefits of Membership

As the only statewide organization representing the local school governance perspective, the California School Boards Association provides resources to help fulfill the complex roles. CSBA provides a wide range of advocacy, leadership development, policy, information, financial and other support services. CSBA’s range of critical services includes but is not limited to:

- Legislative Advocacy
- Communications
- Policy and Programs
- Policy Services and Governance Technology Services
- Education Legal Alliance
- Leadership Development
- Governance Consulting
- Financial and District Services

Membership in CSBA gives Board Members and Administrators access to the resources that help them fulfill their complex governance and leadership roles and ensure high levels of student achievement.

District will not contract for service of ELA.

FISCAL IMPACT:

General Fund 01 membership for California School Board Association dues for 2023-24 in the amount of \$9,481.00, has been budgeted.



California School Boards Association
(916) 371-4691

CONSENT P

Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
 INV-67338-S9S9V3 6/14/2023

Bill To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Ship To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2023 - 06/30/2024)	\$9,481.00	1.00	\$9,481.00	
ELA	ELA Membership (07/01/2023 - 06/30/2024)	\$2,370.00	1.00	\$2,370.00	
Dues not processed before September 15 will result in a disruption of CSBA services. Trustees and employees of LEAs that have not paid membership dues by September 15 will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues may be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.					

Total Invoice: \$11,851.00

Total Paid: \$0.00

Balance Due: \$11,851.00

 PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-67338-S9S9V3	06/14/2023		\$11,851.00

Make checks payable to:
 California School Boards Association - CSB (6744)
 c/o West America Bank
 P.O. Box 1450
 Suisun City, CA 94585-4450

Bill To:
 Pacific Grove USD
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 United States

Regular Meeting of August 3, 2023

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

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

SUBJECT: Approval of California School Board Association GAMUT Online Service Agreement and GAMUT Policy Plus

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement and GAMUT Policy Plus dues for 2023-24 in the amount of \$5,495.

INFORMATION:

Benefits of GAMUT Online include providing Pacific Grove Unified School District with a web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual- more than 800 sample policies, regulations and exhibits- with links to related resources. GAMUT Policy Plus offers online access to the latest policies and administrative procedures, manages board policies, administrative regulations, procedures and exhibits all in one place, access to draft policies for public review.

FISCAL IMPACT:

General Fund 01 for GAMUT Online Service Agreement and GAMUT Policy Plus due for 2023-24 in the amount of \$5,495, has been budgeted.



California School Boards Association
(916) 371-4691

CONSENT Q
Please refer to your invoice number and customer number in all communications regarding this invoice.

Invoice Number **Invoice Date** **PO #**
INV-66351-Q8K1N8 6/13/2023

Bill To:
Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

Ship To:
Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY/P LUS	Gamut Policy Plus (07/01/2023 - 06/30/2024)	\$2,825.00	1.00	\$2,825.00	Net 30
GAMUT/POLICY	Gamut Policy (07/01/2023 - 06/30/2024)	\$2,670.00	1.00	\$2,670.00	Net 30
<p>Have you renewed your CSBA Membership for 2023-24? Only CSBA members enjoy exclusive access to GAMUT and to CSBA's trainings, resources and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access to GAMUT services.</p>					

Total Invoice: \$5,495.00

Total Paid: \$0.00

Balance Due: \$5,495.00

PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-66351-Q8K1N8	06/13/2023	Net 30	\$5,495.00

Make checks payable to:
California School Boards Association - CSB (6744)
c/o West America Bank
P.O. Box 1450
Suisun City, CA 94585-4450

Bill To:
Pacific Grove USD
435 Hillcrest Ave
Pacific Grove, CA 93950-4900
United States

Regular Meeting of August 3, 2023

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

SUBJECT: Ratification of Contract for Services with SchoolWorks Inc.

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the contract for services with SchoolWorks, Inc and Pacific Grove Unified School District (PGUSD) for the 2022 Developer Fee Justification Study.

BACKGROUND:

Schoolworks, Inc. has an experienced team of professionals who have assisted school districts, both large and small, throughout the State of California for more than 26 years, with their facility planning including but not limited to establishing developer fees. Developer fees are fees that are paid by property owners and developers to school districts to mitigate the impact created by new development within a school district's boundaries on the school facilities. Fees are typically paid to the school district as a condition of a property developer or owner obtaining a building permit from the city or county for a construction project. The purpose of a Developer Fee Justification Study is to justify the statutory fee rates for both residential and for commercial/industrial development. The current rates adopted February 23, 2022 are **\$4.79** per square foot for residential construction and **\$0.78** per square foot for commercial/industrial construction. The next proposed increase will be in January 2024 at the State Allocation Board meeting.

INFORMATION:

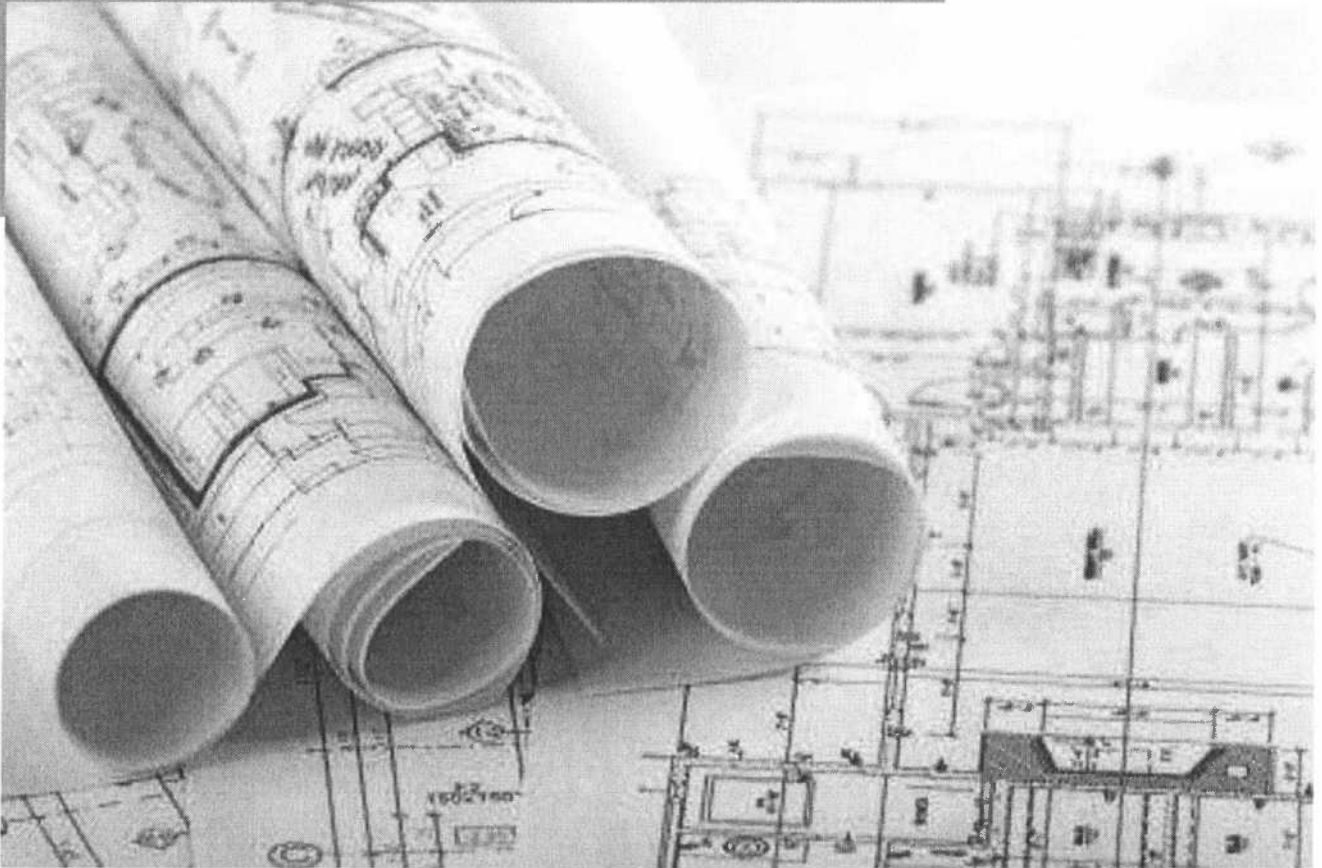
Schoolworks Inc will be responsible for the following:

- Prepare Developer Fee Justification Study pursuant to Government Code 66000, et. Seq. and Education Code 17621 (e) and 17622
- Assist the District with a timeline for adoption of new Developer Fees, including a Sample Notice and two (2) Sample Resolution for the Public Hearing
- Virtual present Developer Fee Justification Study to the Board (if requested)

FISCAL IMPACT:

\$4,500 General Fund-Business budget:
 \$3,500 Level 1: 2022 Developer Fee Study
 \$1,000 Data Review and Preparation of Resolution to Justify the District in collecting the 2024 Rate increase

Proposal for 2022 Developer Fee Justification Study



SchoolWorks, Inc.

www.schoolworksgis.com
(916) 733-0402

8700 Auburn Folsom Rd. #200
Granite Bay, CA 95746



LETTER OF INTEREST

June 27, 2023

Pacific Grove Unified School District

435 Hillcrest Ave.

Pacific Grove 93950-4900

Ph: (831) 646-6520

RE: Proposal for 2022 Developer Fee Justification Study

Thank you for the opportunity to present this Proposal to prepare a Developer Fee Justification Study for the Pacific Grove Unified School District. This Proposal provides company information, key personnel, fees, work schedule, project approach, and references.

The purpose of a Developer Fee Justification Study is to justify the statutory fee rates for both residential and for commercial/industrial development.

SchoolWorks, Inc. is dedicated to developing trusting personal relationships with our clients. Our unique hands-on approach makes us more than just another facility planning consultant. We value integrity and going that extra mile to make sure we provide the highest in quality service.

We would be honored to serve the Pacific Grove Unified School District. Thank you for your consideration and please do not hesitate to contact me personally if you have any questions.

Sincerely,



Ken Reynolds

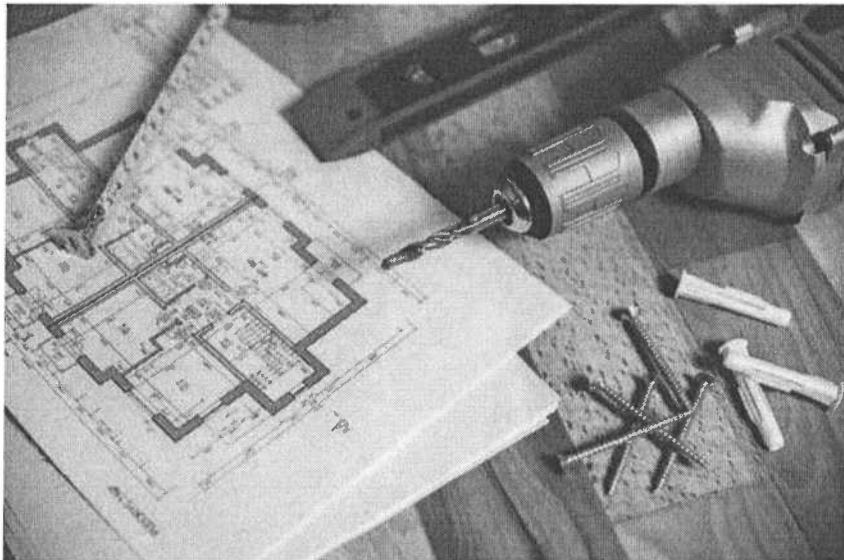
President

DEVELOPER FEE JUSTIFICATION STUDY OVERVIEW

Developer fees are fees that are paid by property owners and developers to school districts to mitigate the impact created by new development within a school district's boundaries on the school facilities. Fees are typically paid to the school district as a condition of a property developer or owner obtaining a building permit from the city or county for a construction project.

Level 1 (Developer Fee Justification Study) are established by the State and are considered the basic mitigation fee. Justification for the fee can be shown if anticipated residential, commercial and industrial development within a district will impact it with additional students. The SAB adjusts the rates every two years.

The current rates adopted February 23, 2022 are **\$4.79** per square foot for residential construction and **\$0.78** per square foot for commercial/industrial construction. The next proposed increase will be in January 2024 at the State Allocation Board meeting.



COMPANY INFORMATION

SchoolWorks, Inc. has an experienced team of professionals who have assisted school districts, both large and small, throughout the State of California for more than 26 years, with their facility planning issues.

January 2002 to Present: SchoolWorks, Inc. has been preparing Level 1 and Level 2 Developer Fee Studies for California school districts since its inception in January of 2002.

2000 to January 2002: School Facilities Planning and Management (SFP&M) Vice President Ken Reynolds and Staff, prepared Level 1 and Level 2 Developer Fee Studies. SchoolWorks, Inc. acquired SFP&M in 2010.

1994 to 2000: Ken Reynolds prepared Developer Fee Studies for Phase 1 Application Services.

SchoolWorks, Inc. has a substantial amount of experience preparing Developer Fee Studies.

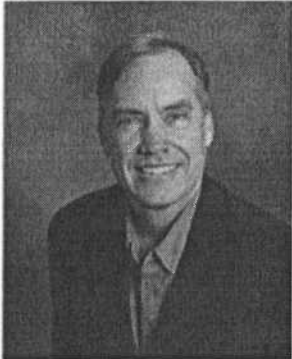
SchoolWorks, Inc. has prepared over 400 Level 1 and Level 2 Developer Fee Studies since 2002.

SchoolWorks, Inc. has worked with all sizes of districts; from very small one-school districts to working with the largest district in California.

Since the SAB adjusted the Level 1 rate on February 23, 2022, SchoolWorks, Inc. has contracted with over 125 school districts throughout California.



KEY PERSONNEL



Kenneth R. Reynolds

President and Founder
SchoolWorks, Inc.

As President and Founder of SchoolWorks, Mr. Reynolds has over 25 years of experience. Mr. Reynolds has assisted over 200 California school districts in applying for the maximum eligible State funding for new construction and modernization projects. Throughout his associations with district personnel, he has helped them solve their unique issues such as State funding assistance, developer fee justification, scenarios for boundary changes, calculating enrollment projections and developing functional Facility Master Plans.

Mr. Reynolds has assisted clients in making important decisions regarding facility planning issues by doing research, analyzing information and presenting the results to School Boards and Superintendents. He also has extensive experience working with the community and committees to collaborate and accomplish the goals of a project. Mr. Reynolds is the designer and programmer of SchoolWorks Facility Planning Software. He has presented at various workshops and conferences including CASH, ACSA, CASBO, CSBA and UC Riverside.

EDUCATION

Bachelor of Science Degree, Electrical and Electronics Engineering, California State University at Sacramento

PROFESSIONAL QUALIFICATIONS

- Over 25 years of experience in Demographic Studies
- Designer and programmer for SchoolWorks[®] Facility Planning Software
- Presenter at CASH, ACSA, CASBO, CSBA and UC Riverside and SchoolWorks workshops on GIS & Facility Planning
- Former Vice President of Phase 1 Application Services and School Facilities Planning & Management, Inc.
- Assisted over 200 California school districts in applying for the maximum eligible State funding for new construction and modernization projects

RESPONSIBILITIES

- Primary point of contact for SchoolWorks, Inc.
- Manages team tasks and scheduling
- Maintains communication with District
- Meets with District, as needed
- Presents final Study to Board of Trustees

RELEVANT EXPERIENCE

Demographic Studies

- Fairfield-Suisun Unified School District
- Liberty Union High School District
- Fresno Unified School District
- Val Verde Unified School District
- Vacaville Unified School District
- Santa Maria Bonita School District
- El Dorado Union High School District
- Orcutt School District
- Buckeye School District
- Burton School District
- Washington Unified School District

Developer Fee Studies

- Santa Maria Bonita School District
- Farmersville Unified School District
- Los Angeles Unified School District
- Coalinga Huron Joint Unified School District
- Fairfield Suisun Unified School District
- El Dorado Union High School District
- Gonzales Unified School District
- Live Oak Unified School District
- Chowchilla Union High School District



KATHY REYNOLDS, ASSOCIATE DIRECTOR

Ryan prepares Developer Fee Justification Studies, prepares 50-01's, and gathers data from OPSC, Census, CDE, and other sources as needed.

Kathy has been an employee of SchoolWorks, Inc. since 2005. She is the lead Project Manager for Developer Fee Studies. Kathy has been preparing Developer Fee Justification Studies for 13 years. She is the principal in charge of new housing development activities corresponding with both City and County Planning departments as well as local developers

EDUCATION

Master of Science - Biological Sciences
California State University Hayward

Certificate in Educational Facilities Planning,
UCR Extensions



JODI L. GRAYEM, OFFICE MANAGER

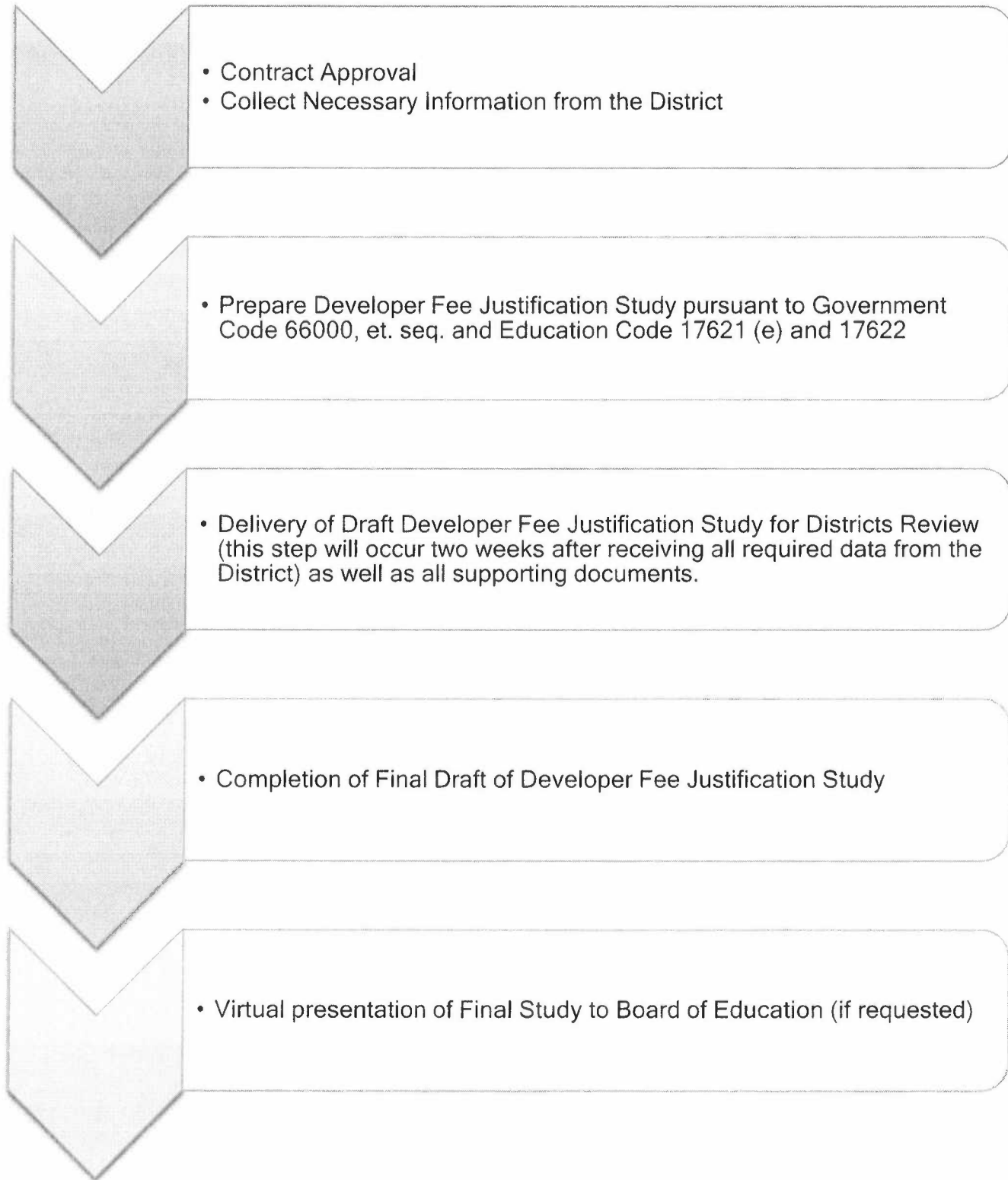
Jodi prepares the contracts and requests the information required to complete the studies as well as being the main point of contact for clients. She finalizes the Developer Fee Justification Studies, prepares the supporting documentation and emails the finalized studies and supporting documentation to the district.

EDUCATION

Bachelor of Arts - Child Development
California State University Sacramento

WORK SCHEDULE

Schedule Level 1: Developer Fee Justification Study



PROJECT APPROACH

1. The current enrollment and projected growth within the District's boundary is determined.
2. Determination of Local Student Generation Rates
3. The impact of new developments is determined by analyzing the proposed development projects and calculating the estimated number of students that will be generated from new housing.
4. Existing facility capacity is derived from the baseline capacities approved by the State along with any approved and funded projects that also increase the District's capacity.
5. The projected growth from developments is then loaded into existing facilities to the extent that there is available space.
6. Any unhoused students will generate a need for new facilities and an estimated cost is calculated, based on State allowances and local land values.
7. If any students from new development are to be housed in existing facilities, the need to modernize existing schools will be determined and the appropriate portion will be included in the facility cost.
8. The cost is then compared to the amount of projected new development (residential then commercial/industrial) to determine the amount of developer fees that are justified.

SchoolWorks, Inc. will request from the District:

- Current CALPADS/CBEDS (separated by school site and grade level)
- SAB 50-02 - Existing School Building Capacity
- Latest Audit Report
- Last four (4) years of Developer Fee Logs
- Copy of your previous Level 1 Justification Study
- List and cost of projects that the Developer Fees will be used for

SchoolWorks, Inc. will compile the following data used in the Study:

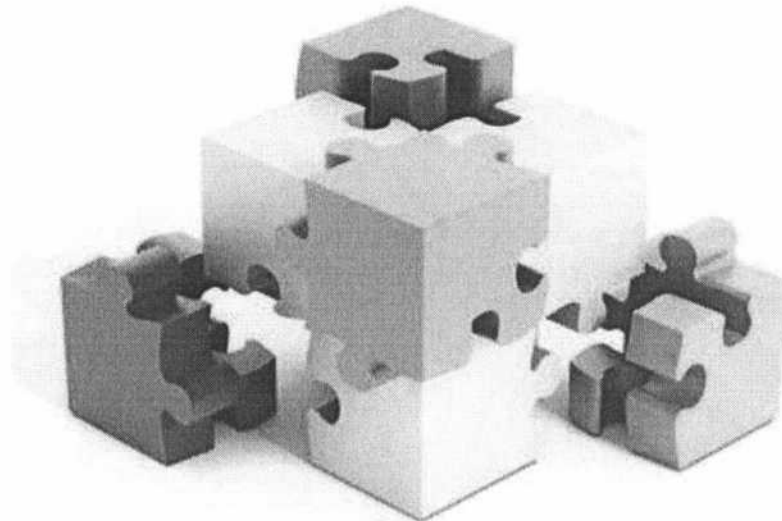
- 2020 Census data
- OPSC data
- Cost of land per acre
- County and City Planning Department development information

RESPONSIBILITIES OF SCHOOLWORKS, INC.

- Prepare Developer Fee Justification Study pursuant to Government Code 66000, et. Seq. and Education Code 17621 (e) and 17622
- Assist the District with a timeline for adoption of new Developer Fees, including a **Sample** Notice and two (2) **Sample** Resolution for the Public Hearing
- Virtual present Developer Fee Justification Study to the Board (if requested)

QUALITY CONTROL

We have several points at which data is reviewed by our team. Kathy reviews data as it comes in from the school districts. A member of our team reviews every Study before a Draft is sent to the District. Our studies have also been reviewed by several lawyers for school districts including Los Angeles Unified School District.



FEE SCHEDULE

Item Description:	Cost
Level 1: 2022 Developer Fee Study	\$3,500
Data Review and Preparation of Resolution to Justify the District in collecting the 2024 Rate increase	\$1,000

If SchoolWorks, Inc presence is requested at an in person School Board meeting, the District will be billed at \$1,000 *plus* travel time and expenses.

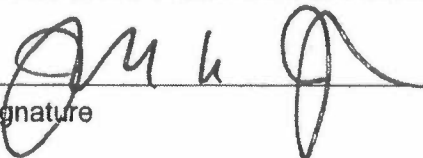
The consulting fees will be billed upon completion of the Study. The amount is due within thirty (30) days of the date of the invoice. A late fee of 5% of the invoice amount will be charged if the amount due is not paid within sixty days of the date of the invoice.

CONTRACT

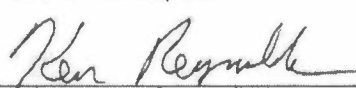
SchoolWorks, Inc. will contract to perform the tasks enumerated above for the prices indicated. Pacific Grove Unified School District is authorized to enter into this agreement by Government Code 53060. These services are chargeable to the District Capital Facility Funds.

Pacific Grove Unified School District

SchoolWorks, Inc



 Signature



 Signature

Joshua Jorn

 Name

Ken Reynolds

 Name

Interim Superintendent

 Title

President - SchoolWorks, Inc.

 Title

June 29, 2023

 Date

June 27, 2023

 Date



Level 1 Timelines and Procedures for Adoption

**Procedure for Adopting Level One Developer Fee Justification Study
(Government Code Section 6062(a).)**

TIMELINE: Level One Developer Fee Study	
<u>Final Date</u>	<u>Event</u>
At least 15 calendar days before meeting:	Notice of hearing: First publication in the local newspaper. Also, place notice on the District's website.
At least 14 calendar days before meeting:	Send a copy of the Developer Fee Justification Study to parties that have requested Notice of any adjustment to the Developer Fees before the presentation of the Study to the Governing Board for adoption.
At least 10 calendar days before meeting:	<p>Notice of hearing: Second publication in the local newspaper.</p> <p>Send a Notice of the Public Hearing to City and County Planning Departments and any parties requesting to be notified.</p> <p>Study made available for public inspection</p>
3 calendar days before meeting:	Notice relating to public hearing included in Board agenda.
Meeting:	Board holds public hearing and adopts appropriate Resolution(s) to levy developer fees
2 calendar days after meeting:	Notify City <u>and</u> County of adoption of Resolution with related documentation
60 calendar days after meeting:	Effective date of fee increase

- 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: Memorandum of Understanding with Gateway Center of Monterey County

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Barbara Martinez, Pacific Grove Adult Education Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the renewal of the Memorandum of Understanding between Gateway Center of Monterey County and Pacific Grove Adult Education.

BACKGROUND:

Pacific Grove Adult Education has offered an Adults with Disabilities program in partnership with Gateway Center of Monterey County since 2019. Pacific Grove Adult Education allocates funding to support the Adults with Disabilities program.

INFORMATION:

Pacific Grove Adult Education has leveraged community resources and partnered with Gateway Center of Monterey County to provide a day program for Adults w/ Disabilities age 18 -older adulthood. *“Without Walls”*, an adults with mild to moderate disabilities program was designed in collaboration between Gateway Center and Pacific Grove Adult Education. This program has been approved by the San Andreas Regional Center (SARC), and designed to provide students with curriculum and activities in daily living skills, personal development, fiscal responsibilities, civic engagement, concurrent college enrollment, and work experience.

Without Walls falls under the Adults with Disabilities program area, which is an approved program area funded by California Adult Education Program (CAEP).

FISCAL IMPACT:

\$190,000 to Adult Education Fund. This amount has been budgeted.



AGREEMENT BETWEEN PACIFIC GROVE ADULT EDUCATION AND GATEWAY CENTER OF MONTEREY COUNTY, INC.

RENEWAL 2023-2024

This agreement is entered into between Pacific Grove Adult Education/Pacific Grove Unified School District and Gateway Center of Monterey County, Inc. for the Adults with Disabilities program, "Without Walls" located at 1025 Lighthouse Ave, Pacific Grove, CA 93950.

- A. **Term:** The term of this agreement shall be for the period of September 01, 2023- June 30, 2024: However, if it should become necessary in the Pacific Grove Adult Education's estimation that the premises described in the agreement be utilized for the Pacific Grove Unified School District's purpose, this agreement is subject to cancellation with 120 days' notice. The Pacific Grove Unified School District will notify Gateway Center of Monterey County, Inc. no later than 60 days prior to the expiration of the agreement if the agreement will not be renewed. If Pacific Grove Adult Education does not give notice preventing renewal of the agreement, Gateway Center of Monterey County, Inc. may give notice 30 days or more prior to the expiration of the agreement that it intends to renew. If renewed, the agreement shall continue under the same conditions as before for an additional term of one year. The issuance of the agreement is further conditional upon Gateway Center of Monterey County, Inc. obtaining any necessary state and/or local operating or use permits.
- B. **Staffing:** Pacific Grove Adult Education will employ two 4-hour Instructional Assistants to support the Without Walls program. Gateway Center of Monterey County will staff the Without Walls program with 3 qualified staff for every SARC client enrolled in the program. All Non PGUSD staff working and attending regularly on site will be fingerprinted through PDUSD. Staff employed by Gateway of Monterey County and attend Pacific Grove Adult School Without Walls program will be required to be fingerprinted through the Pacific Grove Unified School District. This expense will be budgeted through the adult school.
- C. **Utilities Services:** Gas, electricity, water, alarm, and garbage are the responsibility of the Pacific Grove Unified School District.
- D. **Use:** The premises described in the agreement shall be used by Gateway Center of Monterey County, Inc. exclusively for the following purpose and no other purpose without the prior written consent of the District: the purpose(s) for which this agreement is intended are: Providing Day Program Services for Adults with Disabilities on site between the hours of 8:30 a.m. and 3:30 p.m. following the Pacific Grove Adult Education Calendar.
- E. **Waste:** Gateway Center of Monterey County, Inc. agrees that using the above described premise, will not commit any waste or suffer any waste to be committed upon the premises.
- F. **Drivers of Pacific Grove Unified School District Vans:** All drivers, whether PGUSD staff or Gateway Center of Monterey County will have on file a copy of their CA driver's license as well

a copy of their automobile insurance. All drivers will complete the PGUSD School Driver Certification Form. Documents will be on file at Pacific Grove Adult Education Center.

- G. **Nuisance:** Gateway Center of Monterey County, Inc. agrees that in using the above described premise, not to commit any public or private nuisance or any other act or thing which might or would be reasonably be construed to disturb the quiet enjoyment of nearby property.
- H. **Trade Fixture:** Gateway Center of Monterey County, Inc. may install on the premises such trade fixtures as they deem desirable. Prior to installing such trade fixtures, Gateway Center of Monterey County, Inc. shall inform the Pacific Grove Adult Education of fixtures it intends to install and receive written permission from Pacific Grove Adult Education to do so, which permission shall not be unreasonably withheld. At the termination of this agreement, Gateway Center of Monterey County, Inc. shall remove all said trade fixtures. Those fixtures not removed upon the termination of this agreement, shall, at the option of Pacific Grove Adult Education, become and remain the property of Pacific Grove Adult Education. The removal of such fixtures, whether by Pacific Grove Adult Education or Gateway Center of Monterey County, Inc. must be deemed satisfactorily to the Pacific Grove Unified School District and without injury or damage to the premises. Gateway Center of Monterey County, Inc. shall be responsible for any expense, injury or damage to the Pacific Grove Adult Education's premises caused by such removal.
- I. **Repairs:** All repairs and upgrades are at the expense of Pacific Grove Adult Education and the institution agrees to maintain, in good condition, the following:
 - a. The structural parts of the building and other improvements that are a part of the premises, building and other improvements in which the premises are located; which structural parts include the foundations, bearing and exterior walls, subflooring and roof:
 - b. The electrical, plumbing, and sewer systems, including without limitation those portions of the systems lying outside the premises. Pacific Grove Unified School District shall also be responsible for maintenance of any fixtures that are newly-installed by the institution on the premises during the time of this agreement. Should Gateway Center of Monterey County, Inc. install any fixtures, it shall be responsible for the maintenance of such fixtures, either by bearing such cost or by having Pacific Grove Unified School District bill it for repairs undertaken, with Gateway Center of Monterey County, Inc.'s permission, by Pacific Grove Adult Education.
 - c. Heating, ventilation and air-conditioning system servicing the premises. Gateway Center of Monterey County, Inc. shall not be responsible for the pre-existing conditions.
- J. **Insurance:** Gateway Center of Monterey County, Inc. shall carry and maintain, during the entire term hereof, at its own cost and expense, the following types of insurance, naming Pacific Grove Unified School District as additional insured:
 - a. Comprehensive Public Liability Insurance covering the premises on the minimum basis on One Million and No/100 Dollars (\$1,000,000.00) Combined Single Limit for bodily injury (including death) and property damage and specifically insuring Gateway Center of Monterey County, Inc. of his indemnity agreements set forth. Said policy or policies shall be issued by an insurance company acceptable to Pacific Grove Unified School District and shall cover premises operation, blanket contractual, independent contractors, products/completed operations and personal injury. The coverage for property damage is to provide protection against all perils including within the

classifications of fire, extended coverage, vandalism, malicious mischief, sprinkler leakage and special extended period (all risk) insurance: coverage shall be in the amount of the full replacement value of premises less the deductible of (exclusive of Gateway Center of Monterey County, Inc. trade fixtures and equipment). Said replacement value will be determined by Pacific Grove Unified School District and provided to Gateway Center of Monterey County, Inc.

- b. Gateway Center of Monterey County, Inc. is required to take out and maintain during the life of this agreement Workers' Compensation Insurance.
 - c. This Agreement shall be renewed each year and a copy of each members Certificate of Liability shall be attached and verified by the district.
- K. **Hold Harmless:** Gateway Center of Monterey County, Inc. agrees to indemnify and hold harmless the Pacific Grove Unified School District's Board of Education, officers, official employees, and agents from and against any or all loss, liability, expense, claims, cost, suits, and damage of every kind, nature and description directly or indirectly arising from the performance of activities or any use of the subject facilities. Gateway Center of Monterey County, Inc. as persons or entity to "Hold Harmless" for any loss, liability, expense, claims, cost, suits, and damage of every kind, by Gateway Center of Monterey County, Inc.'s Employees. Accordingly, Pacific Grove Unified School District agrees to hold Gateway Center of Monterey County employees harmless against any loss, liability, expense, claims, cost, suits, and damage of every kind, nature and description directly or indirectly arising from the performance of activities or any use of the subject facilities.
- L. **Parking:** Gateway Center of Monterey County, Inc. shall have access to designated parking spaces;
- M. **Fees:** Facility Use fees are waived. This Adults with Disabilities program is staffed by Gateway Center of Monterey County, Inc. Pacific Grove Adult Education will support this program with staff as necessary for Pacific Grove Adult Education students. This program is a partnership with Pacific Grove Adult Education and the Monterey Peninsula Adult Education Consortia who funds facility upgrades, materials and supplies for the program. All purchases made by the district are property of the district.
- N. **Transportation:** Pacific Grove Adult Education has three eight passenger vans designated to the Adults with Disabilities Program. The Without Walls program may use the vans during program hours as needed. Should Pacific Grove Unified School District need the vans for another purpose, Pacific Grove Adult Education will notify Gateway Center of Monterey County, Inc. in advance for the amount of time they are needed. Pacific Grove Unified School District provides vehicle insurance for all drivers of said vehicles.
- O. **Professional Development:** Gateway Center of Monterey County, Inc. Staff will be CPR-First Aid certified and costs associated with trainings and certifications will be paid for by Gateway Center of Monterey County, Inc. Pacific Grove Adult Education provides CPR-First Aid training to staff and the costs of such training is paid for by district adult education funds.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By: _____ Date: _____

Title: _____

GATEWAY CENTER OF MONTEREY COUNTY, INC.
850 Congress Ave
Pacific Grove, CA 93950

By: _ Date: _____

Title: _____

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

SUBJECT: Contract for services with Southern Bleacher

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Southern Bleacher at Pacific Grove High School for renovation of the tree damaged portion of the football stadium bleachers.

BACKGROUND:

The Pacific Grove High School Stadium Bleachers were impacted by a large tree during this winter’s storms. The Damaged section of bleachers were removed, and the remainder was made safe for use during the 2023 graduation ceremonies.

The work to be performed under this agreement is to return the stadium to the pre-damaged condition in the original configuration.

INFORMATION:

The original Division of State Architects approved plans were found in the PGUSD archived files. Southern Bleacher is the original manufacturer/installer of our stadium bleachers.

FISCAL IMPACT:

The contract is \$72,475.00.

These repairs have been submitted to our insurance carrier for reimbursement.

CONSTRUCTION CONTRACT

LUMP SUM – FIXED PRICE

THIS CONSTRUCTION CONTRACT (this "Agreement") is entered into on this (Date):
August 3, 2023

Between the Owner: **PACIFIC GROVE UNIFIED SCHOOL DISTRICT**
435 Hillcrest Ave
Pacific Grove CA 93950

And the Contractor: **Southern Bleacher Company Inc.**
P.O. Box One
801 5th Street
Graham, TX 76450

RECITALS

- a. Owner desires to contract with Contractor for the PGUSD High School Stadium Restoration Project M24-004 (the "Project"), Located:

Pacific Grove Unified School District
Pacific Grove High School
615 Sunset Ave
Pacific Grove CA, 93950

- b. Contractor desires to construct the Project on the terms and conditions contained herein. NOW THEREFORE, for good and valuable consideration the receipt and adequacy of which are hereby acknowledged, the parties agree as following.

Section 1. Definitions.

Work. As used herein the "Work" shall mean all labor and materials, or both, necessary to perform the Project, to full completion, and shall consist of the components described in the *Proposal Provided by Southern Bleacher Company Inc. dated 5/18/23*. The Work shall be done and the materials furnished in accordance with the information provided in the *original California Division of State Architects (DSA) approved plans* and as discussed in all correspondence prior to delivery of proposal and at the site visit.

Section 2. Obligations of Contractor.

Contractor agrees to furnish and transport all necessary labor, permits, materials, tools, implements, supplies, building materials and component parts, and appliances required to perform and finish the Work to industry standards and all applicable codes, free of any and all liens and claims of laborers, materialmen, suppliers, and subcontractors, free from any and all defects or deficiencies. Contractor shall further endeavor to use its best faith efforts to complete the Project timely, and continually keep Owner apprised of the status of the Project.

Section 3. The Work.

(a) Contractor has reviewed the Scope of Work *Proposal Provided by Southern Bleacher Company Inc. dated 5/18/23.* and represents that: (i) if the Work is performed in accordance therewith, the Work shall have been constructed in accordance with all applicable state, county, and municipal laws, codes, and regulations, including, but not limited to, all applicable building codes; and (ii) the Plans and Specifications are sufficiently complete and detailed to permit Contractor to perform the entire Work on the basis of the Notice to Bidders and Jobsite Walk for the Fixed Price Cost. No changes in the scope of work or Fixed Price shall be made unless in a change order signed by both parties. (iii) contractor will be responsible for locating all utilities (above and below ground) with a licensed locating service prior to commencing work on the site. The contractor will be provided with information from the owner locating said utilities to the best of the owner's knowledge.

(b) If at any time or times during the process of the Work, Owner desires to add to, alter, deviate from, or make omissions from the Work to be performed under the *Proposal Provided by Southern Bleacher Company Inc. dated 5/18/23.* Owner shall be at liberty to do so and the same shall in no way affect or make void this Agreement. Any such alterations to the scope of work, or deviations from *Proposal Provided by Southern Bleacher Company Inc. dated 5/18/23.*, shall be made only in a writing signed by both parties. Any verbal changes in the scope of Work defined within the *Proposal Provided by Southern Bleacher Company Inc. dated 5/18/23.* shall be of no force nor effect. This Agreement shall be considered completed when: (i) the Work is finished in strict accordance with the *Proposal Provided by Southern Bleacher Company Inc. dated 5/18/23* as amended by any written change order

(ii) the Owner approves of the Work;

(iii) a notice of completion has been recorded; and (iv) the Contractor has received final payment.

Section 4. Contract Time.

Contractor agrees to commence the Work or as mutually agreed after receiving written notification to proceed from Owner, and shall complete the Work in no event later than

90 days from the Notice to Proceed (the "Completion Date"). Contractor shall carry out the Work at all times with the greatest possible dispatch and diligence. If Contractor has not completed the Work by the Completion Date, then Owner may terminate this Agreement, Contractor shall immediately terminate its Work, Owner may withhold payment to the Contractor to complete the Work and the Project with another contractor, and in the event withholding such funds is insufficient to complete the Work and the Project, the Contractor will refund to the Owner such funds necessary to complete the Work and the Project within **60 days** of receipt of written demand.

Section 5. Fixed Price.

1. Owner agrees, in consideration of Contractor's performance of this Agreement, to pay Contractor the **Fixed Price of Seventy-Two Thousand Four Hundred Seventy-Five Dollars and no cents (\$72,475.00)**. (This sum shall constitute payment in full for all costs incurred by Contractor under this Agreement in performing and completing the Work, including, but not limited to, the costs incurred for insurance, overhead, subcontractor's materials, supplies, bonds (if any are required by Owner), permits and compliance with all building codes and laws, and Social Security, unemployment, sales, use, and all other taxes and costs.

A contingency / tracking log to be maintained during the project.

2. Progress payments on account of the Fixed Price cost shall be made as follows. Please note that Contractor must submit an invoice to the PGUSD for all progress payments as listed below:

(a) Applications for payment as set forth according to the schedule below:

1. **\$1,000.00 - Upon Execution of Contract.
(\$1,000 or 10% of the contract, whichever is less)**
2. **35% (+/-) - Material Acquisition and Mobilization.**
3. **45% - Progress Payments**
4. **10% - Upon Final Inspection and Sign Off of Punch List.**

(b) The balance of ten percent (10%) of the contract price shall not become due until completion and final acceptance of the Work. As a condition precedent to Owner's obligation to make any progress payment, Contractor shall provide Owner with the following documents upon Owner's written request: (i) a conditional mechanics' lien release from each laborer, material supplier, and other subcontractor who provided labor, materials, or supplies for the component(s) of the Work covered by such progress payment. (c) As an additional condition precedent to Contractor's right to receive final payment, Contractor shall discharge and release the Work from any and all claims or liens that may have accrued from the performance of this Agreement and the

final building inspection by Owner and the applicable governmental agency shall have been completed and accepted, and shall provide Owner with the following documents upon Owner's written request: (i) an unconditional mechanics' lien release from each such claimant who provided a conditional mechanics' lien release for the payment due (if any) to such claimant from the immediately preceding progress payment once the funds clear the contractors account. (ii) a recorded notice of completion; and (iii) "as built" drawings.

3. If at any time during the progress of the Work or before the final payment is made, any lien or claim or lien is filed, or notification to withhold money for labor or material furnished by Contractor under this Agreement is served on Owner, and Owner has performed its obligations under this Agreement, then Owner shall have the right to: (i) withhold from any payment due to Contractor an amount sufficient to discharge any and all such liens or claims; (ii) pay the lien holder directly and offset any such amount against the Fixed Price Cost; and (iii) bond around the lien at Contractor's sole cost and expense.

4. Owner reserves the right to make payments to Contractor in the form of checks payable jointly to Contractor and to any of its subcontractors or suppliers if Owner reasonably suspects that Contractor is not making payment to any such subcontractors or suppliers, or to protect Owner from any liens or encumbrances.

5. Owner may withhold any progress payment or final payment, or nullify any certification for payment previously issued, to the extent necessary to protect Owner from loss due to: (i) claims filed (including litigation, mechanic's liens, stop notices ("Claims")); (ii) reasonable evidence indicating probable filing of Claims; (iii) failure of Contractor to make timely payments to subcontractors or material suppliers; (iv) any material breach of this Agreement; (v) any reasonable doubt that the Agreement can be completed for the balance then unpaid; or (vi) defective or deficient work.

6. Final payment is due within thirty days of satisfaction of all completion conditions referenced above.

Section 6. Warranty.

All Work that is not completed to plans and specifications, applicable codes, and industry standards shall be immediately repaired, removed, and replaced with Work of a quality approved by the Owner, without additional compensation to the Contractor. The Contractor guarantees that the Work done under this Agreement will be free from faulty materials or workmanship and will comply with all applicable laws. Upon receiving notification from Owner, Contractor agrees to remedy, repair, or replace, immediately,

without cost to Owner and to Owner's satisfaction, all defects, damages, or imperfections appearing in the Work (including labor and materials) within a period of one (1) year after the date of final completion and acceptance by the applicable governmental agency and Owner of the Work. Payments to Contractor shall not relieve Contractor of these obligations. Contractor will keep clean on a weekly basis the jobsite and grounds around the jobsite, and keep it in a safe, orderly, and neat condition. At the completion of the Work, the entire jobsite will be left in a broom-clean condition. Contractor shall assign all material and parts warranties to the Owner and shall deliver to the Owner evidence of any such warranties as well as all product information and specifications. Contractor warrants that it is licensed by the Contractors State Licensing Board, and currently in good standing.

Section 7. Insurance/Bonds/Indemnity

7.0 Before commencement of any Work under this Agreement, Contractor shall obtain and maintain in full force and effect the following:

A **Performance Bond** in the amount of one hundred percent (100%) of the Contract Sum to insure Owner during construction, and for one year after completion and during any warranty or guarantee period, against faulty or improper materials or workmanship and to assure Owner of full and prompt performance of the Contract.

A **Payment Bond (Labor and Material)** in the amount of one hundred percent (100%) of the Contract Sum in accordance with the laws of the State of California to secure payment of any and all claims for labor and materials used or consumed in performance of this Contract.

1. Comprehensive General Liability insurance that names Owner as an additional insured and that protects Contractor and Owner against any liability that Contractor may incur: (a) Because of bodily injuries to or the death of one person other than an employee of Contractor and consequential damages arising therefrom to the extent of not less than *\$2,000,000.00* and on account of bodily injuries to or the death of more than one such person, subject to the same limit for each. (b) Because of damage to or destruction of any property, to the extent of not less than *2,000,000.00* for each incident and aggregate.
2. Worker's Compensation insurance in statutory form and amount and employer's liability insurance covering Contractor's liability to the extent of not less than *\$2,000,000.00* for damages because of bodily injuries to or death of such person or persons.

3. The insurance described in Paragraph 7.1 above also shall provide contractual liability coverage satisfactory to Owner with respect to liability assumed by Contractor under the indemnity provisions in this Agreement. Written proof of compliance with these requirements shall be filed with and approved by Owner before commencement of Work. The insurance provided in Section 7.1 shall name Owner, as an additional insured, and Contractor shall cause to be issued certificates and endorsements evidencing such coverage prior to the commencement of construction. The insurance to be maintained by the Contractor shall at all times be primary to the insurance maintained by Owner.

4. To the maximum extent permitted by law, Contractor shall indemnify, defend, and save harmless Owner and hold Owner, harmless from any and all losses, damages (whether general, punitive or otherwise), liabilities, claims, causes of action, judgments, and other costs and expenses, including attorneys' fees and court costs ("Claim"), including but not limited to Claims involving personal injuries or property damage, which Owner may suffer or incur as a consequence of (i) Contractor's failure to perform any of Contractor's obligations as and when required hereunder, including any failure of any representation or warranty of Contractor to be true and correct and any errors, omissions or negligent acts committed by Contractor, its agents, subcontractors, or employees, (ii) any Claim or cause of action to the effect that Owner is in any way responsible or liable for any act or omission of Contractor, (iii) any act or omission by Contractor or any person or entity hired or employed by Contractor to perform any services relating to the subject matter of this Agreement; (iv) any Claim in any manner arising out of Contractor's performance of the Work; or (v) any breach of this Agreement by Contractor. Contractor shall pay any indebtedness arising under this indemnity to Owner immediately upon demand by Owner together with interest thereon from the date such indebtedness arises until paid at the rate equal to the greater of ten percent (10%) per annum or the highest lawful rate. Contractor's duty to indemnify Owner shall survive the termination of this Agreement. The foregoing indemnity shall not apply if the Owner's sole gross negligence or willful misconduct is the cause of the Claim.

Section 8. Work Stoppage

If Contractor at any time during the progress of the Work refuses or neglects, without the fault of Owner, to supply sufficient materials or workers to continue or complete the Work for a period of more than ten (7) days, not due to conditions beyond control of the contractor are not the cause, after having been notified in writing by Owner to furnish them, Owner shall have the power to terminate this Agreement and/or furnish and provide such materials and workers as are necessary to finish the Work, and the reasonable expense thereof shall be deducted from the amount of the contract price as determined in this Agreement.

Section 9. Termination.

Termination by the Owner for Cause

- a. The Owner may terminate the Contract if the Contractor repeatedly refuses or fails to supply enough properly skilled workers or proper materials; fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors; repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or otherwise is guilty of substantial breach of a provision of the Contract Document
- b. When any of the above reasons exists, the Owner, may determine that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and of all materials, thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- c. When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- d. If the unpaid balance of the Contract Sum exceeds the reasonable costs of finishing the Work. If such reasonable costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner.

9.2 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

9.3 Termination by the Contractor

If the Owner fails to make payment as provided in Section 5.2 for a period of 7 days, the Contractor may, upon seven additional days' written notice to the Owner and or the Architect, terminate the Contract and recover from the Owner payment for Work

executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

Section 10. Independent Contractor.

Contractor agrees to perform the Work as an independent contractor and not as the agent, employee, or servant of Owner. Contractor has and hereby retains the right to exercise full control and supervision of the Work and full control over the employment, direction, method of performing, compensation, and discharge of all persons assisting in the Work. Contractor agrees to be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other regulations governing such matters. Contractor agrees to be responsible for its own acts and those of its subordinates, employees, and subcontractors during this Agreement.

Section 11. Assignment.

Contractor shall not assign this Agreement or any interest in it or any money due or to become due under it voluntarily, involuntarily, or by operation of law without Owner's prior written consent. In the event of any such purported assignment without Owner's prior written consent,

Owner shall have the right, in addition to all other rights provided by law, to terminate this Agreement by giving written notice to Contractor.

Section 12. Miscellaneous.

Contractor shall at all times operate in good faith to coordinate job site installation and the work of other trades at the Project and to complete the Work in a time efficient manner and in a manner which will minimize disturbance, noise and inconvenience to the surrounding residents. Time is of the essence of this Agreement.

This Agreement shall be governed by the laws of the State of California.

Section 13. Mediation.

Any dispute arising of this Agreement shall first be submitted to mediation in an informal attempt to resolve such dispute. The mediation shall be conducted by a mediator experienced in the area of construction and construction contracts. Any party who first files any claim, including a complaint, without first seeking in good faith to participate in mediation, shall not be entitled to recover its attorney's fees pursuant to Section 14 of this Agreement, regardless of whether such party is the "prevailing party" in any such action.

Section 14. Attorney Fees.

If any suit or action is brought to enforce or construe any provision of this Agreement, the prevailing party shall be entitled to recover its costs and expenses arising out of such litigation, including attorneys' fees and court costs, from the non-prevailing party.

CONTRACTOR: Southern Bleacher Company Inc.

Signature: _____

Print Name: _____

Title: _____

OWNER(S) / AGENT(S): Pacific Grove Unified School District

Signature: _____

Print Name: Joshua Jorn

Title: Assistant Superintendent of Business Services

Attachments:

Exhibit A: Proposal

Exhibit B: Performance and Material Bonds

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

SUBJECT: Contract for Services with Waxie Sanitary Supply

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Waxie Sanitary Supply for Districtwide Custodial Supplies.

BACKGROUND:

Our custodial supplies have been supplied for at least 5 years without being publicly bid. On July 5, 2023, a call for bids was posted on the PGUSD website, Facilities page. It was also advertised in the newspaper and several local Monterey County custodial suppliers were contacted to encourage bidding.

INFORMATION:

Three bids were received, and Waxie Sanitary Supply is the apparent low bidder. The District will see a savings as a result of the bidding process.

FISCAL IMPACT:

The contract will be awarded at NOT to Exceed \$75,000.00

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

CONSULTANT Waxie Enterprises LLC

SITE/DEPARTMENT Districtwide/ Maintenance, Operations & Transportation

SUBMITTED BY Jon Anderson

FUNDING SOURCE Fund

AGREEMENT TOTAL AMOUNT Not to Exceed \$75,000.00 (Seventy-Five Thousand Dollars and no cents).

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and Waxie Enterprises LLC (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as a **Custodial Supplies Vendor**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Supply and delivery of Custodial Supplies to include paper goods, cleaning tools, consumables, and cleaning supplies. Deliveries are to be made to each of the school sites on a bi-weekly basis.**
2. **Term.** Consultant shall commence providing services under this Agreement on **8/3/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay **Not to Exceed \$75,000.00 (Seventy-Five Thousand Dollars and no cents)**, to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Not to Exceed \$75,000.00 (Seventy-Five Thousand Dollars and no cents)**, during

the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory

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

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Waxie Enterprises LLC
 Address: 2421 Del Monte St
 City/State/Zip: West Sacramento, CA 95691
 Business Phone: 800-600-8989
 Email (Optional): rlinholm@waxie.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)

No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____

Signature: _____

Name: Joshua Jorn

Name: _____

Title: Assistant Superintendent

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
Director of Human Resources

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

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

SUBJECT: Contract with Positive Behavior Supports Corp. for 23-24

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Yolanda Cork-Anthony, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract between Pacific Grove Unified School District and Positive Behavioral Supports Corp.

BACKGROUND:

PBS, Corp will provide the district with Registered Behavior Technicians (RBT) and 1.5 hours weekly of Board-Certified Behavior Analyst (BCBA) supervision for four (4) students. During the 22-23SY, the District contracted with PBS, Corp for paraprofessional support, BCBA supervision, and additional time for data analysis and IEP meeting attendance.

INFORMATION:

Due to staffing shortages, Positive Behavior Supports Corp. will provide Registered Behavior Technicians and supervision by a Board-Certified Behavior Analyst (BCBA) to provide specialized support for students according to their Individual Education Plans (IEPs).

FISCAL IMPACT:

\$280,800	4 Behavior Technicians, 6.5 hours daily for 180 days (\$60/hr.)
\$ 24,420	Board Certified Behavior Analyst supervision, weekly 6 hours for 37 weeks (\$110/hr)
\$305,220	Total cost budgeted.

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

CONSULTANT Positive Behavior Supports, Corp

SITE/DEPARTMENT Student Services

SUBMITTED BY Yolanda Cork-Anthony

FUNDING SOURCE Special Ed NPS Contracts and One-Time Federal Funds

AGREEMENT TOTAL AMOUNT \$305,220

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

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

This Independent Consultant Agreement for Special Services (“Agreement”) is made between the Pacific Grove Unified School District (“District”) and **Positive Behavior Supports, Corp** (“Consultant”) (together, “Parties”).

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference (“Services” or “Work”): Consultant shall serve as providing the district with **4 Registered Behavior Technicians and a Board Certified Behavior Analyst (BCBA).** Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **supporting the needs of students on Individualized Education Plans (IEPs), supervision, analysis and consultation during Extended School Year.**
2. **Term.** Consultant shall commence providing services under this Agreement on **8/9/2023**, and will diligently perform as required and complete performance by **5/31/2024**.
3. **Compensation.** District agrees to pay **\$305,220** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$305,220** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Name: Positive Behavior Supports, Corp
 Address: 95 3rd Street, 2nd Floor
 City/State/Zip: San Francisco, CA 94103
 Business Phone: 831-747-7439
 Email (Optional): NPostma@teampbs.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney’s fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant’s own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant’s Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:
 W-9 Form

24. **Type of Business Entity:**

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

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

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

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant
(Can sign BEFORE Board's approval)

Signature: _____
Name: Yolanda Cork-Anthony
Title: Director of Student Services
Date: _____

Signature: _____
Name: Nicole Postma
Date: _____

Human Resources
(Signed AFTER Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources

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

SUBJECT: Public Hearing of Tentative Agreement with Pacific Grove Teachers Association (PGTA) to close out Fiscal Year 2022-2023

DATE: August 3, 2023

PERSON RESPONSIBLE: Josh Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) to close out negotiations for fiscal year 2022-2023.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. Although the majority of contract changes were approved by the Board at a meeting on May 18, 2023, there were two items that needed resolution as listed below.

INFORMATION:

1. The Pacific Grove Unified School District (District) and the Pacific Grove Teachers' Association (PGTA) hereby resolve all issues in negotiations for the 2022-2023, 2023-2024 school years on the following terms and conditions:
2. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
3. The term of the contract shall be from July 1, 2023 through June 30, 2024 with reopeners on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
4. Article I – Wages – Amending the Extra-Duty Assignments/Stipend Positions as attached.
5. Article XII – Class Size – Amending the general provisions to delete repetitive language as attached.

FISCAL IMPACT:

Prospective \$114,000 per annum increase to PGTA stipend schedule associated with Fund 01, 11, 12, and 13



www.pgusd.org

PUBLIC HEARING A
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
Josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, August 3, 2023, regarding

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS FOR PACIFIC GROVE TEACHERS ASSOCIATION (PGTA)

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m in person at the District Office, 435 Hillcrest Avenue, Pacific Grove or virtually. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreements will be available for public viewing beginning July 31, 2023, through August 3, 2023. For more information, please contact Buck Roggeman, Director of Curriculum and Special Projects at 646-6526.

Posted: July 20, 2023

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

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

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the contract shall be from July 1, 2023 through June 30, 2024 with reopeners on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
3. Article I – Wages – Amending the Extra-Duty Assignments/Stipend Positions as attached.
4. Article XII – Class Size – Amending the general provisions to delete repetitive language as attached.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
July 12, 2023

The District proposes to amend item 13 of Article I – Wages – with the following:

13. Extra-Duty Assignments/Stipend Positions:

a. Unless otherwise provided in the article on Hours of Employment, stipend positions are beyond the normal school day. Extra duty assignments have additional responsibilities.

b. Increases in stipends must be negotiated separately from the general, total compensation agreement and are no longer factored according to any cell on the PGTA salary schedule.

c. Before any new athletic/activity stipend is advertised, the following steps shall be taken:

- (1) All new stipend amounts and extra duty positions will be negotiated and a memorandum of understanding signed with PGTA before they are proposed to the school board.
- (2) The negotiated agreements for any new stipend or extra duty positions will be subject to approval by the Board before being advertised.

d. Stipend Positions/Extra Duty Assignments

- (1) All paid vacant extra-duty/stipend positions (either due to a new position or because the incumbent will not be continuing) will be advertised for five (5) working days.
- (2) Qualified unit members meeting the minimum qualifications stated in the job description will have first right of refusal for any extra duty assignment before a position is offered to non-unit members.
- (3) An interview process shall occur for all qualified applicants for open stipend positions if there are multiple qualified applicants.
- (4) Individuals who share an extra duty assignment will split the stipend based on the division of labor. An employee assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the total salary (e.g., a coach working only one-half of the full coach assignment will receive one-half of the salary).
- (5) Unfilled stipend positions may be reallocated to other sports/activities in response to increased student participation. Reallocation requests shall be submitted in writing by the principal and approved by the Superintendent or designee. If the District reallocates funds, the District will notify the PGTA President.

e. Stipend positions and Extra Duty assignments are approved annually on an assignment order. By January of each school year, unit members will be given an opportunity to express interest in any stipend/extra duty assignment within the professional plan form for the following year. If a unit member expresses interest in a filled position, that position will be posted for the following school year.

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
STIPEND/EXTRA DUTY PAY LIST**

Position	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
HS Assistant Athletics Director	Assistant = 1	\$6694	\$7159	\$7658

HIGH SCHOOL ATHLETICS TIER I

Sport	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
Football	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Assistant Coach = 3	\$3684	\$3886	\$4102
Volleyball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Frosh Coach = 1	\$3684	\$3886	\$4102
Boys Basketball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Frosh Coach = 1	\$3684	\$3886	\$4102
Girls Basketball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Wrestling	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 1	\$3684	\$3886	\$4102
Boys Soccer	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Girls Soccer	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Baseball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Softball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Track	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 2	\$3684	\$3886	\$4102
Lacrosse	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 1	\$3684	\$3886	\$4102
Cheer	Coach = 1	\$4917	\$5195	\$5495
Dance	Coach = 1	\$4917	\$5195	\$5495

HIGH SCHOOL ATHLETICS TIER II

Sport	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
Cross Country	Varsity Coach = 1	\$4191	\$4408	\$4641
	Assistant Coach = 1	\$3084	\$3286	\$3502
Golf	Varsity Coach (Boys) = 1	\$4191	\$4408	\$4641
	Varsity Coach (Girls) = 1	\$4191	\$4408	\$4641
Swimming	Varsity Coach = 1	\$4191	\$4408	\$4641
	Assistant Coach = 1	\$3084	\$3286	\$3502
Water Polo	Varsity Coach (Boys) = 1	\$4191	\$4408	\$4641
	Varsity Coach (Girls) = 1	\$4191	\$4408	\$4641
	JV Coach (Coed) = 1	\$3084	\$3286	\$3502
Tennis	Varsity Coach (Boys) = 1	\$4191	\$4408	\$4641
	Varsity Coach (Girls) = 1	\$4191	\$4408	\$4641

MIDDLE SCHOOL ATHLETICS

Sport	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
MS Athletics Director	Director = 1	\$3643	\$3841	\$4054
Girls Volleyball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Boys Volleyball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Girls Basketball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Boys Basketball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Wrestling	Coach = 1	\$2156	\$2243	\$2336
Girls Soccer	Coach = 1	\$2156	\$2243	\$2336
Boys Soccer	Coach = 1	\$2156	\$2243	\$2336

Track	Coach = 1	\$2156	\$2243	\$2336
Cross Country	Coach = 1	\$2156	\$2243	\$2336
Golf	Coach = 1	\$2156	\$2243	\$2336
Tennis	Coach = 1	\$2156	\$2243	\$2336
Spirit Squad	Coach = 0	\$2156	\$2243	\$2336

EXTRA-CURRICULAR STIPEND POSITIONS

Activity	Number of positions	1st/2nd Year Compensation	3rd/4th Year Compensation	5+ Years Compensation
HS Musical	Advisor = 1 Assistant = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
HS Drama	Coach = 1	\$4191	\$4408	\$4641
HS Newspaper	Advisor = 1	\$4191	\$4408	\$4641
HS Yearbook	Advisor = 1	\$4191	\$4408	\$4641
HS Robotics	Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
HS Choral Club	Coach = 1	\$4191	\$4408	\$4641
HS Mock Trial	Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
MS Yearbook	Advisor = 1	\$1952	\$2076	\$2209
MS Musical	Advisor = 0	\$1952	\$2076	\$2209
Robotics/ROV Advisor	FG = 1 RHD = 1	\$1500 \$1500	\$1500 \$1500	\$1500 \$1500
Drama Advisor	RHD = 1	\$1500	\$1500	\$1500

OTHER STIPEND POSITIONS

Activity	Number of positions	1st/2nd Year Compensation	3rd/4th Year Compensation	5+ Years Compensation
Lead Teacher, Community High	Lead Teacher = 1	\$8177		
HS Band/Orchestra	Director, Fall = 1 Director, Spring = 1	\$2610 \$2610	\$2806 \$2806	\$3016 \$3016
MS/ES Music Performance Coach	Instrumental = 2 Vocal = 2	\$2552 \$1020	\$2743 \$1097	\$2949 \$1179
HS Leadership Teacher	Leadership teacher = 1	\$7658; see notes		
GATE Coordinator	Coordinator = 1	\$5000		
HS WASC Report	Lead Writer = 1	Hourly instructional rate, not to exceed \$2500		
Teacher Tech Lead	HS = 1 MS = 1 FG = 1 RHD = 1	\$800		
HS 8th Grade Writing Assessment Evaluator	Evaluators = 0	\$400		
Garden Coordinator	FG = 1 RHD = 1	\$3300 \$3300		
Overnight Camp Trips	MS Science Camp	\$150.00 daily		
After School Intervention Classes	As needed	Hourly instructional rate		
GATE Teacher	As needed	Hourly instructional rate		
PAR Mentor	As needed	\$1500		
BTSA Mentor	As needed	\$1200		
Teacher-In-Charge	As needed, see notes	\$90.85 per day		

Dual Enrollment	Based on enrollment	See notes
Curriculum Coordinator/ Department Chair	See notes	

Notes:

High School Leadership Teacher: Based on staffing needs, the High School site administrator may assign the Leadership teacher position as a teaching section or sections with a stipend of \$7,658 or as teaching section(s) with one additional prep period. If multiple teachers are assigned the Leadership class with a stipend, the stipend will be split between them.

Teacher-In-Charge: Any teacher acting as principal will be paid the daily factor if the principal leaves the school site. A Teacher-In-Charge shall be paid for a half-day assignment on a prorated basis. A substitute will be provided for the class of a Teacher-In-Charge if the principal expects to be off site for two (2) days.

Dual Enrollment: In order to encourage teachers to teach one or more Dual Enrollment classes through MPC or another qualified community college with whom PGUSD has an agreement, the following compensation will be paid:

- a. For teachers who meet the college's hiring requirements, stipends will be issued based on the amount paid to PGUSD from MPC per course, with 80% of the amount identified in the MPC/PGUSD Instructional Services Agreement paid as a stipend. The District will retain the California Department of Education (CDE) Indirect Cost Rate, and the remainder of the MPC reimbursement will be retained for classroom supplies specific to the course of study. For fully funded courses, stipends shall not be less than \$1,800 for one (1) dual enrolled course; \$2,600 for two (2) dual enrolled courses; \$3,400 for three (3) dual enrolled courses; \$4,200 for four (4) dual enrolled courses; and \$5,000 for five (5) or more dual enrolled courses per year.
- b. Courses must maintain a minimum of 15 students to seek full reimbursement from MPC. In the event of a course not maintaining the minimum number of students, the course can be canceled, resulting in no payment. The course may continue based on MPC's recommendation and in consultation with PGUSD, and the PGUSD teacher will be reimbursed 15% of the original agreed upon amount as stipulated above.
- c. All stipend amounts are subject to MPC rate adjustment in accordance with the most current MPC salary schedule.

Curriculum Coordinator/Department Chairs: The stipend for all secondary department chairs shall be a base of \$700 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated curriculum coordinators up to \$700 per assignment.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
July 12, 2023

The District proposes to delete item C.5 of Article XII Class Size because the language is repetitive of C.1.d.

Language that will be deleted:

C.5. If enrollment increases during one (1) semester and reaches a point where a new teacher is required, a teacher shall be employed. Employment may be delayed until the following semester in order to avoid mid-semester disruption.

Language that will remain in the contract:

C.1.d. If enrollment increases during one (1) semester at secondary schools or one (1) trimester at an elementary school, the District will consider employing an additional teacher. Reduction of the teacher's class size may be delayed until the following semester or trimester in order to avoid mid-semester disruption for the students that would be removed from the affected class. If the class size exceeds the maximum provided herein, the District will pay the teacher in the same manner described in section b.

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

DISTRICT

DocuSigned by:

Joshua Jorn

5C92D734B41142C...

Joshua Jorn

DocuSigned by:

Lou Lozano

0F090B04C0ED492...

Lou Lozano

DocuSigned by:

Billie Mankey

6E504A702361486...

Billie Mankey

DocuSigned by:

Buck Roggeman

5DCCEB0A2E594AE...

Buck Roggeman

PACIFIC GROVE TEACHERS' ASSOCIATION

DocuSigned by:

Margaret Rice

92325EBB50744D9...

Margaret Rice

DocuSigned by:

Christall Hall-Kelly

62363CE8965D438...

Christall Hall-Kelly

DocuSigned by:

Susan Chavez

D485CF0BF7614F6...

Susan Chavez

DocuSigned by:

Lauren Davis

2F48665D330D4F3...

Lauren Davis

DocuSigned by:

Mary Quindimill

C69B3C059D7A466...

Mary Quindimill

DocuSigned by:

Sally Richmond

A43D37BF06594C1...

Sally Richmond

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

SUBJECT: Approval of Tentative Agreement with Pacific Grove Teachers Association (PGTA) to close out Fiscal Year 2022-2023

DATE: August 3, 2023

PERSON RESPONSIBLE: Josh Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) to close out negotiations for fiscal year 2022-2023.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. Although the majority of contract changes were approved by the Board at a meeting on May 18, 2023, there were two items that needed resolution as listed below.

INFORMATION:

1. The Pacific Grove Unified School District (District) and the Pacific Grove Teachers' Association (PGTA) hereby resolve all issues in negotiations for the 2022-2023, 2023-2024 school years on the following terms and conditions:
2. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
3. The term of the contract shall be from July 1, 2023 through June 30, 2024 with reopeners on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
4. Article I – Wages – Amending the Extra-Duty Assignments/Stipend Positions as attached.
5. Article XII – Class Size – Amending the general provisions to delete repetitive language as attached.

FISCAL IMPACT:

Prospective \$114,000 per annum increase to PGTA stipend schedule associated with Fund 01, 11, 12, and 13



www.pgusd.org

ACTION/DISCUSSION A

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

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
Josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, August 3, 2023, regarding

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS FOR PACIFIC GROVE TEACHERS ASSOCIATION (PGTA)

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m in person at the District Office, 435 Hillcrest Avenue, Pacific Grove or virtually. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreements will be available for public viewing beginning July 31, 2023, through August 3, 2023. For more information, please contact Buck Roggeman, Director of Curriculum and Special Projects at 646-6526.

Posted: July 20, 2023

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

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

1. Except as expressly stated herein or in one of the attachments to this document, all provisions of the current collective bargaining agreement will continue without modification for the period of this agreement.
2. The term of the contract shall be from July 1, 2023 through June 30, 2024 with reopeners on Wages, Benefits, and two (2) articles for the 2023-2024 school year.
3. Article I – Wages – Amending the Extra-Duty Assignments/Stipend Positions as attached.
4. Article XII – Class Size – Amending the general provisions to delete repetitive language as attached.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
July 12, 2023

The District proposes to amend item 13 of Article I – Wages – with the following:

13. Extra-Duty Assignments/Stipend Positions:

a. Unless otherwise provided in the article on Hours of Employment, stipend positions are beyond the normal school day. Extra duty assignments have additional responsibilities.

b. Increases in stipends must be negotiated separately from the general, total compensation agreement and are no longer factored according to any cell on the PGTA salary schedule.

c. Before any new athletic/activity stipend is advertised, the following steps shall be taken:

- (1) All new stipend amounts and extra duty positions will be negotiated and a memorandum of understanding signed with PGTA before they are proposed to the school board.
- (2) The negotiated agreements for any new stipend or extra duty positions will be subject to approval by the Board before being advertised.

d. Stipend Positions/Extra Duty Assignments

- (1) All paid vacant extra-duty/stipend positions (either due to a new position or because the incumbent will not be continuing) will be advertised for five (5) working days.
- (2) Qualified unit members meeting the minimum qualifications stated in the job description will have first right of refusal for any extra duty assignment before a position is offered to non-unit members.
- (3) An interview process shall occur for all qualified applicants for open stipend positions if there are multiple qualified applicants.
- (4) Individuals who share an extra duty assignment will split the stipend based on the division of labor. An employee assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the total salary (e.g., a coach working only one-half of the full coach assignment will receive one-half of the salary).
- (5) Unfilled stipend positions may be reallocated to other sports/activities in response to increased student participation. Reallocation requests shall be submitted in writing by the principal and approved by the Superintendent or designee. If the District reallocates funds, the District will notify the PGTA President.

e. Stipend positions and Extra Duty assignments are approved annually on an assignment order. By January of each school year, unit members will be given an opportunity to express interest in any stipend/extra duty assignment within the professional plan form for the following year. If a unit member expresses interest in a filled position, that position will be posted for the following school year.

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
STIPEND/EXTRA DUTY PAY LIST**

Position	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
HS Assistant Athletics Director	Assistant = 1	\$6694	\$7159	\$7658

HIGH SCHOOL ATHLETICS TIER I

Sport	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
Football	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Assistant Coach = 3	\$3684	\$3886	\$4102
Volleyball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Frosh Coach = 1	\$3684	\$3886	\$4102
Boys Basketball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
	Frosh Coach = 1	\$3684	\$3886	\$4102
Girls Basketball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Wrestling	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 1	\$3684	\$3886	\$4102
Boys Soccer	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Girls Soccer	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Baseball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Softball	Varsity Coach = 1	\$4917	\$5195	\$5495
	JV Coach = 1	\$3684	\$3886	\$4102
Track	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 2	\$3684	\$3886	\$4102
Lacrosse	Varsity Coach = 1	\$4917	\$5195	\$5495
	Assistant Coach = 1	\$3684	\$3886	\$4102
Cheer	Coach = 1	\$4917	\$5195	\$5495
Dance	Coach = 1	\$4917	\$5195	\$5495

HIGH SCHOOL ATHLETICS TIER II

Sport	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
Cross Country	Varsity Coach = 1	\$4191	\$4408	\$4641
	Assistant Coach = 1	\$3084	\$3286	\$3502
Golf	Varsity Coach (Boys) = 1	\$4191	\$4408	\$4641
	Varsity Coach (Girls) = 1	\$4191	\$4408	\$4641
Swimming	Varsity Coach = 1	\$4191	\$4408	\$4641
	Assistant Coach = 1	\$3084	\$3286	\$3502
Water Polo	Varsity Coach (Boys) = 1	\$4191	\$4408	\$4641
	Varsity Coach (Girls) = 1	\$4191	\$4408	\$4641
	JV Coach (Coed) = 1	\$3084	\$3286	\$3502
Tennis	Varsity Coach (Boys) = 1	\$4191	\$4408	\$4641
	Varsity Coach (Girls) = 1	\$4191	\$4408	\$4641

MIDDLE SCHOOL ATHLETICS

Sport	Number of positions	1st/2nd Year	3rd/4th Year	5+ Years
MS Athletics Director	Director = 1	\$3643	\$3841	\$4054
Girls Volleyball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Boys Volleyball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Girls Basketball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Boys Basketball	Coach = 1 (6th grade)	\$2156	\$2243	\$2336
	Coach = 1 (7th grade)	\$2156	\$2243	\$2336
	Coach = 1 (8th grade)	\$2156	\$2243	\$2336
Wrestling	Coach = 1	\$2156	\$2243	\$2336
Girls Soccer	Coach = 1	\$2156	\$2243	\$2336
Boys Soccer	Coach = 1	\$2156	\$2243	\$2336

Track	Coach = 1	\$2156	\$2243	\$2336
Cross Country	Coach = 1	\$2156	\$2243	\$2336
Golf	Coach = 1	\$2156	\$2243	\$2336
Tennis	Coach = 1	\$2156	\$2243	\$2336
Spirit Squad	Coach = 0	\$2156	\$2243	\$2336

EXTRA-CURRICULAR STIPEND POSITIONS

Activity	Number of positions	1st/2nd Year Compensation	3rd/4th Year Compensation	5+ Years Compensation
HS Musical	Advisor = 1 Assistant = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
HS Drama	Coach = 1	\$4191	\$4408	\$4641
HS Newspaper	Advisor = 1	\$4191	\$4408	\$4641
HS Yearbook	Advisor = 1	\$4191	\$4408	\$4641
HS Robotics	Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
HS Choral Club	Coach = 1	\$4191	\$4408	\$4641
HS Mock Trial	Coach = 1 Assistant Coach = 1	\$4191 \$3084	\$4408 \$3286	\$4641 \$3502
MS Yearbook	Advisor = 1	\$1952	\$2076	\$2209
MS Musical	Advisor = 0	\$1952	\$2076	\$2209
Robotics/ROV Advisor	FG = 1 RHD = 1	\$1500 \$1500	\$1500 \$1500	\$1500 \$1500
Drama Advisor	RHD = 1	\$1500	\$1500	\$1500

OTHER STIPEND POSITIONS

Activity	Number of positions	1st/2nd Year Compensation	3rd/4th Year Compensation	5+ Years Compensation
Lead Teacher, Community High	Lead Teacher = 1	\$8177		
HS Band/Orchestra	Director, Fall = 1 Director, Spring = 1	\$2610 \$2610	\$2806 \$2806	\$3016 \$3016
MS/ES Music Performance Coach	Instrumental = 2 Vocal = 2	\$2552 \$1020	\$2743 \$1097	\$2949 \$1179
HS Leadership Teacher	Leadership teacher = 1	\$7658; see notes		
GATE Coordinator	Coordinator = 1	\$5000		
HS WASC Report	Lead Writer = 1	Hourly instructional rate, not to exceed \$2500		
Teacher Tech Lead	HS = 1 MS = 1 FG = 1 RHD = 1	\$800		
HS 8th Grade Writing Assessment Evaluator	Evaluators = 0	\$400		
Garden Coordinator	FG = 1 RHD = 1	\$3300 \$3300		
Overnight Camp Trips	MS Science Camp	\$150.00 daily		
After School Intervention Classes	As needed	Hourly instructional rate		
GATE Teacher	As needed	Hourly instructional rate		
PAR Mentor	As needed	\$1500		
BTSA Mentor	As needed	\$1200		
Teacher-In-Charge	As needed, see notes	\$90.85 per day		

Dual Enrollment	Based on enrollment	See notes
Curriculum Coordinator/ Department Chair	See notes	

Notes:

High School Leadership Teacher: Based on staffing needs, the High School site administrator may assign the Leadership teacher position as a teaching section or sections with a stipend of \$7,658 or as teaching section(s) with one additional prep period. If multiple teachers are assigned the Leadership class with a stipend, the stipend will be split between them.

Teacher-In-Charge: Any teacher acting as principal will be paid the daily factor if the principal leaves the school site. A Teacher-In-Charge shall be paid for a half-day assignment on a prorated basis. A substitute will be provided for the class of a Teacher-In-Charge if the principal expects to be off site for two (2) days.

Dual Enrollment: In order to encourage teachers to teach one or more Dual Enrollment classes through MPC or another qualified community college with whom PGUSD has an agreement, the following compensation will be paid:

- a. For teachers who meet the college's hiring requirements, stipends will be issued based on the amount paid to PGUSD from MPC per course, with 80% of the amount identified in the MPC/PGUSD Instructional Services Agreement paid as a stipend. The District will retain the California Department of Education (CDE) Indirect Cost Rate, and the remainder of the MPC reimbursement will be retained for classroom supplies specific to the course of study. For fully funded courses, stipends shall not be less than \$1,800 for one (1) dual enrolled course; \$2,600 for two (2) dual enrolled courses; \$3,400 for three (3) dual enrolled courses; \$4,200 for four (4) dual enrolled courses; and \$5,000 for five (5) or more dual enrolled courses per year.
- b. Courses must maintain a minimum of 15 students to seek full reimbursement from MPC. In the event of a course not maintaining the minimum number of students, the course can be canceled, resulting in no payment. The course may continue based on MPC's recommendation and in consultation with PGUSD, and the PGUSD teacher will be reimbursed 15% of the original agreed upon amount as stipulated above.
- c. All stipend amounts are subject to MPC rate adjustment in accordance with the most current MPC salary schedule.

Curriculum Coordinator/Department Chairs: The stipend for all secondary department chairs shall be a base of \$700 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated curriculum coordinators up to \$700 per assignment.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
PROPOSAL TO
PACIFIC GROVE TEACHERS ASSOCIATION
July 12, 2023

The District proposes to delete item C.5 of Article XII Class Size because the language is repetitive of C.1.d.

Language that will be deleted:

C.5. If enrollment increases during one (1) semester and reaches a point where a new teacher is required, a teacher shall be employed. Employment may be delayed until the following semester in order to avoid mid-semester disruption.

Language that will remain in the contract:

C.1.d. If enrollment increases during one (1) semester at secondary schools or one (1) trimester at an elementary school, the District will consider employing an additional teacher. Reduction of the teacher's class size may be delayed until the following semester or trimester in order to avoid mid-semester disruption for the students that would be removed from the affected class. If the class size exceeds the maximum provided herein, the District will pay the teacher in the same manner described in section b.

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

DISTRICT

DocuSigned by:

Joshua Jorn

5C92D734B41142C...

Joshua Jorn

DocuSigned by:

Lou Lozano

0F090B04C0ED492...

Lou Lozano

DocuSigned by:

Billie Mankey

6E504A702361486...

Billie Mankey

DocuSigned by:

Buck Roggeman

5DCCEB0A2E594AE...

Buck Roggeman

PACIFIC GROVE TEACHERS' ASSOCIATION

DocuSigned by:

Margaret Rice

92325EBB50744D9...

Margaret Rice

DocuSigned by:

Christall Hall-Kelly

62363CE8965D438...

Christall Hall-Kelly

DocuSigned by:

Susan Chavez

D485CF0BF7614F6...

Susan Chavez

DocuSigned by:

Lauren Davis

2F48665D330D4F3...

Lauren Davis

DocuSigned by:

Mary Quindimill

C69B3C059D7A466...

Mary Quindimill

DocuSigned by:

Sally Richmond

A43D37BF06594C1...

Sally Richmond

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

SUBJECT: Adoption of Resolution No. 1110 Designating Authorized Agents to Sign School Orders

DATE: August 3, 2023

PERSON RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The Administration recommends that the Board of Education adopt Resolution No. 1110 designating authorized agents to sign school orders.

BACKGROUND:

Each year, the Board must authorize the signatures needed to sign orders and draw on funds in the name of the District.

INFORMATION:

The attached Resolution will authorize Interim Superintendent Joshua Jorn, and Director II of Human Resources Claudia Arellano to be empowered to sign all orders in the name of the District and to draw on funds of the District. The approval will enable the District to continue its normal business functions. The requested authority is noted in the job descriptions of the Superintendent and the Assistant Superintendent.

FISCAL IMPACT:

None.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

RESOLUTION No. 1110

Resolution Designating Authorized Agent to Sign School Orders

The Board of Education of the Pacific Grove Unified School District, Monterey County
ON MOTION of member, _____, seconded by member _____, effective August 3, 2023.

IT IS RESOLVED AND ORDERED by the Governing Board that, pursuant to
provisions of Education Code Section 42632,

Joshua Jorn, Interim Superintendent, and Claudia Arellano, Director II of Human
Resources, be authorized and are hereby empowered to sign any and all orders in the name of said
District, drawn on the funds of said District.

IT IS FURTHER RESOLVED that these motions shall stand and that all additions and
deletions shall be submitted in writing to the County Office of Education.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified
School District this 3rd day of August 2023 by the following vote:

AYES:

NOES:

ABSENT:

I, Joshua Jorn, Secretary of the Governing Board, do hereby certify that the foregoing is a
full, true, and correct copy of Resolution No. 1110 duly passed and adopted by said Board at a regularly
called and conducted meeting held on said date.

Joshua Jorn, Secretary of the Governing Board

Signatures of authorized persons:

Joshua Jorn, Interim Superintendent

Claudia Arellano, Director II of Human Resources

- | | |
|--|---|
| <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: Contract for Services with Santa Clara County Office of Education

DATE: August 3, 2023

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

RECOMMENDATION:

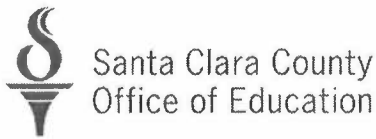
The District Administration recommends the Board review and approve the contract for services with the Santa Clara County Office of Education for Restorative Conversations staff training.

BACKGROUND/INFORMATION

The Santa Clara County Office of Education will provide in-person professional development for teaching staff on August 4th, which will focus on having restorative conversations with students in the classroom. This restorative approach to student conversations is directly aligned to the District's focus on equity for all. This is a one-time service.

FISCAL IMPACT:

Amount of service- \$500 for two presenters. Fee to be paid out of site funds.



ACTION/DISCUSSION C
CONTRACT / AGREEMENT ROUTING FORM
NO STUDENT CONTACT

SCCOE Staff Contacts <i>Questions about this agreement should be sent to:</i>		Agreement Originator (Admin)	Title	Extension
		Amanda Keeling	Administrative Data Technician	4347
Division:	Professional Learning and Support Division	Name of Responsible Administrator	Title	Extension
Department:	School Climate, Leadership & Instructional Services	Jessica Simpson	Coordinator, PBIS	4444

Contract/Agreement Information	
Contract/Agreement Type	<input type="checkbox"/> Professional Services Agreement <input type="checkbox"/> Amendment to RM# _____ <input checked="" type="checkbox"/> MOU <input type="checkbox"/> Lease Agreement: <input type="checkbox"/> Construction / Design <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Technology <input type="checkbox"/> Other: _____
Contractor's Name	Pacific Grove Unified School District/Pacific Grove Middle School
Service Type / Brief Description	Restorative Practices

Compensation & Terms			
*Start Date	07/01/2023	End Date	06/30/2024 <input checked="" type="radio"/> REVENUE
Original Agreement Amount	\$ 500.00	Revised Agreement Amount <i>(Total Amount-including Amendments)</i>	

Directions	
*Contractor Services cannot be initiated until the agreement is fully approved.	
1. <input checked="" type="checkbox"/> Check applicable category to verify compliance with AR 3310. Attach Purchasing Verification.	<input type="checkbox"/> RFP / Bid# _____ <input type="checkbox"/> Best Source (\$3,000 - \$109,299) <input checked="" type="checkbox"/> N/A <input type="checkbox"/> Sole Source <input type="checkbox"/> Verified by Purchasing (required) _____
2. <input checked="" type="checkbox"/> Contractor and SCCOE Responsible Administrator reach agreement about terms. SCCOE Agreement originator completes the agreement packet and gathers required attachments.	<input type="checkbox"/> Certificate of Insurance (COI) <input type="checkbox"/> Insurance Endorsement <input type="checkbox"/> W9 <input type="checkbox"/> Additional Forms (if applicable)
3. <input checked="" type="checkbox"/> Risk Management Insurance Review	HS
4. <input checked="" type="checkbox"/> Gather initials verifying review of draft agreement and identified funding source:	CR
<input checked="" type="checkbox"/> Initiator <u>ak</u> <input checked="" type="checkbox"/> Manager <u>JS</u> <input checked="" type="checkbox"/> Director <u>UWE</u> <input type="checkbox"/> Division Head <u>DS</u> <i>Construction/Design and Leases: Software & Technology: Data Sharing: Logo use & Co-Branding</i>	
General Services Director _____ Tech. Infra. & Supp. Director _____ Data Gov. & Strat. _____ Public Affairs Director _____	
5. <input checked="" type="checkbox"/> Contractor to review and sign the agreement.	<input type="radio"/> SCCOE signs first
6. <input checked="" type="checkbox"/> _____ Internal Business Services (IBS) – Contract Analyst to review, initial, and return to agreement originator for final agreement signature.	
7. <input checked="" type="checkbox"/> _____ Obtain appropriate signature on agreement per thresholds listed below.	<input checked="" type="checkbox"/> \$0 - \$2,999: SCCOE Director <input type="checkbox"/> \$3,000 - \$99,999: SCCOE Division Head <input type="checkbox"/> \$100,000 & Over: Superintendent
8. <input checked="" type="checkbox"/> _____ Return to IBS – Contract Analyst to obtain an RM#	



**Memorandum of Understanding
between
Santa Clara County Office of Education
and
Pacific Grove Unified School District**

This Memorandum of Understanding (MOU), hereinafter referred to as the "Agreement", is between the Santa Clara County Office of Education (SCCOE) and Pacific Grove Unified School District (the "Agency"). SCCOE and the Agency can each be referred to as the "Party" or collectively as the "Parties" for the purpose of this Agreement.

1. Overview

This Agreement outlines the responsibilities and commitments of each Party regarding the participation in 2023-24 PBIS Cohort Team Trainings and supplementary professional learning and technical assistance events and activities. Activities related to training as well as terms and conditions for this collaboration are described below.

School(s)	Training	Cost
<ul style="list-style-type: none"> Pacific Grove Middle School 	<ul style="list-style-type: none"> Restorative Practices 	\$250 (2) = \$500.00
	TOTAL	\$500.00

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2. Goals

- Improve access to inclusive, equitable, high-quality education.
- Provide quality support to districts, schools, students, and communities.
- Be a premier service organization.

Positive Behavioral Interventions and Supports (PBIS) is defined as a systems approach for establishing the social culture and individual behavior supports needed for schools to achieve both social and academic success for all students while preventing problem behaviors. The SCCOE will work in partnership with the Agency to develop and support the PBIS framework to improve access to inclusive, equitable and high-quality education for all students. The SCCOE agrees to provide quality support to the Agency in service of the district, schools, students, and communities it serves.

3. Responsibilities

3.1. The Agency Responsibilities:

- The Agency will work collaboratively with the SCCOE to provide PBIS Tier 1 trainings and PBIS coaching support to the District PBIS Coach/Coordinator and school sites participating in PBIS trainings and implementation.
- The Agency and school sites participating in Tier 1 SW-PBIS trainings will complete and commit to the SCCOE PBIS District and School Site Commitment forms.

Santa Clara County  Office of Education

- **The Agency and school sites participating in Customized Coaching and/or Consultation will:**
 - Engage in agreed upon hours of Coaching and/or Consultation with the PBIS Technical Assistance Center staff. Coaching will be focused on specific school site and district needs and will support the implementation to fidelity of the PBIS Framework.

The Agency will grant permission to SCCOE to have access to data stored in the district's account on the PBIS Evaluation website (www.pbisapps.org). Access and reports will be provided to SCCOE on a district level and school level. Access encompasses all information stored in the SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. **No individual student data will be accessed.** Access will be password-protected and confidential

3.2. The SCCOE Responsibilities:

- **PBIS Coaches Training** is held three times per year during 90-minute virtual sessions, to include:
 - Introduction to Coaching: Roles & Responsibilities
 - PBIS Assessments and Tiered Fidelity Inventory Training
 - Setting up school teams for initial and ongoing implementation
- **District Leadership Team Meetings** will be held at least twice a year, via zoom or other virtual platform, and assists district leadership in further contextualizing site and district implementation to match local needs and priorities.
- **Access to PBIS Evaluations** will be provided to the district. SCCOE will be granted access to data stored in this district's account on the PBIS Evaluation website (www.pbisapps.org) by the district in order to access reports on a district level and school level. Access encompasses all information stored in SWIS and PBIS surveys found at www.pbisapps.org at the school and district level. No individual student data will be accessed. Access will be password-protected and confidential.
- **Technical Assistance** providing coaching and building district capacity in order to sustain PBIS implementation and efforts.
 - Provide timely technical assistance and coaching supports.

4. Duration of Agreement

This Agreement begins on 07/01/2023 and ends on 06/30/2024.

5. Articulation of Monies/Compensation

- Pacific Grove Unified School District shall pay SCCOE PBIS TAC for each of the above items, **total not to exceed \$500.00** by due date.
- Pacific Grove Unified School District shall make payment within 30 days of receiving each invoice.
- The SCCOE will invoice for all services provided as outlined and agreed upon within the MOU regardless of district and school site personnel attendance.

6. Data Sharing

Santa Clara County  Office of Education

The services performed under this Agreement include the sharing of non-publicly available employee or student data.

- Yes, Data Sharing agreement/form attached
 No

7. Termination

Either the Agency or the SCCOE may terminate this Agreement with or without cause upon or prior to the scheduling and commitment of schools to training, workshop and coaching services as agreed upon in this MOU. The COE will invoice for all services provided as outlined within the MOU regardless of district and school site personnel attendance. MOU can also be terminated with advance written notice to the other Party.

8. Other Terms

- 8.1. Entire Agreement:** This Agreement and its appendices and exhibits (if any) constitute the final, complete, and exclusive statement of the terms of the agreement between the Parties. It incorporates and supersedes all the agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this Agreement. No prior or contemporaneous agreement or understanding, verbal or otherwise, of the Parties or their agents shall be valid or enforceable unless embodied in this Agreement.
- 8.2. Amendments:** This Agreement may only be amended by a written instrument signed by the Parties.
- 8.3. Severability:** Should any part of this Agreement between SCCOE and the Agency be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that such remainder can, absent the excised portion, be reasonably interpreted to give the effect to the intentions of the parties.
- 8.4. Third-Party Beneficiaries:** This Agreement does not, and is not intended to, confer any rights or remedies upon any person or entity other than the Parties.
- 8.5. Assignment:** No assignment of this Agreement or of the rights and obligations hereunder shall be valid without the prior written consent of the other Party.
- 8.6. Use of SCCOE Name and Logo for Commercial Purposes:** Agency shall not use the name or logo of SCCOE or reference any endorsement from SCCOE in any manner for any purpose, without the prior express written consent of SCCOE as provided by the SCCOE's authorized representative, or designee.
- 8.7. Governing Law, Venue:** This Agreement has been executed and delivered in, and shall be construed and enforced in accordance with, the laws of the State of California. Proper venue for legal action regarding this Agreement shall be in Santa Clara County.

9. Insurance/Hold Harmless

- 9.1 Insurance:** The SCCOE and the Agency shall maintain a certificate of insurance in the Business Office of each respective office.
- 9.2 Indemnification:** Each Party will defend, indemnify, and hold the other Parties, their officers, employees, and agents harmless from and against any and all liability, loss, expense (including reasonable attorney's fees), or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or



claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, employees, or agents.

10. Execution Authority

Each individual executing this Agreement on behalf of a Party represents that they are duly authorized to execute and deliver this Agreement on the entity's behalf, including, as applicable, the Governing Board, Superintendent, Board of Directors, or Executive Director. This Agreement shall not be effective or binding unless it is in writing and approved by the SCCOE's authorized representative, or authorized designee, as evidenced by their signature as set forth in this Agreement.

11. Electronic Signatures/ Signatures

Unless otherwise prohibited by law or SCCOE policy, the Parties agree that an electronic copy of a signed contract, or an electronically signed contract, has the same force and legal effect as a contract executed with an original ink signature. The term "electronic copy of a signed contract" refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed contract in a portable document or other format. The term "electronically signed contract" means a contract that is executed by applying an electronic signature using technology approved by SCCOE.

SCCOE:

Pacific Grove Unified SD - Pacific Grove Middle School:

By: _____
Signature of Authorized SCCOE Official

By: _____
Signature of Authorized Agency Official

Name: Yee Wan, Ed.D.
Title: Director, School Climate, Leadership & Instructional Services

Name: Sean Roach
Title: Principal, Pacific Grove Middle School

Date: _____

Date: _____

Address: 1290 Ridder Park Drive, MC237
San Jose, CA 95131

Address: 835 Forest Avenue
Pacific Grove, CA 93950

Phone: 408-453-6825

Phone: 831-646-6568

Email: ywan@sccoe.org

Email: sroach@pgusd.org

For Contracts Office/Risk Management use only:

RM#: _____

Date: _____

Signature: _____

- | | |
|---|---|
| <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 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 with the Positive Coaching Alliance

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the Positive Coaching Alliance.

BACKGROUND:

Pacific Grove High School and Pacific Grove Middle School athletic directors would like to provide coaching professional development from the Positive Coaching Alliance to teach the importance of using the powerful venue of sports to ensure a positive experience for our students and maintain a healthy culture in our athletic program.

INFORMATION:

The Positive Coaching Alliance (PCA) uses research-based training methods and resources to fulfill their mission of being “a catalyst for a positive youth sports culture in all communities across the U.S.” This three-year partnership with PCA will provide two workshops per year serving all of the coaches in PGUSD. In the attached program overview, the workshop titles and descriptions are listed. These training topics will help district coaches align our athletic programs with the district’s Local Control and Accountability Plan goal 2 – social emotional learning.

FISCAL IMPACT:

This contract for services provides two workshops a year beginning in the Fall of 2023 and concluding during the 2025-2026 school year. The cost is \$7,800 to be paid out of the Educator Effectiveness Grant.

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

CONSULTANT Positive Coaching Alliance

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman

FUNDING SOURCE Learning Recovery Emergency Grant

AGREEMENT TOTAL AMOUNT \$7,800

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Positive Coaching Alliance ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **professional development provider**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **providing coaching workshops**.
2. **Term.** Consultant shall commence providing services under this Agreement on **8/9/2023**, and will diligently perform as required and complete performance by **6/30/2026**.
3. **Compensation.** District agrees to pay **\$7,800** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$7,800** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Consultant

Name: Positive Coaching Alliance
 Address: Dept LA
 City/State/Zip: Pasadena, CA 91185-2216
 Business Phone: 650-210-0800
 Email (Optional): [Company E-mail]

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
 - DOJ Clearance Previously Received by District
 - Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
 - No direct contact or interaction with students

23. **W-9.** Consultant has provided a completed:

W-9 Form

24. **Type of Business Entity:**

Corporation, State

Individual

Partnership

Limited Liability Company

Sole Proprietorship

Limited Partnership

Other: _____

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

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Buck Roggeman

Title: Director, Curriculum and Special Projects

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

WHO WE ARE

MISSION: Be a catalyst for a positive youth sports culture in all communities across the U.S.

VISION: All youth can benefit from a positive, inclusive sports culture that develops social and emotional skills, molds character and prepares them for competition and for life.

WHAT WE DO

PCA inspires and empowers youth and high school sports organizations to leverage the unique opportunity sports presents to build character in our youth. We provide research-based training and resources for coaches, parents, athletes and leaders to improve culture and ensure a positive youth development experience for ALL kids through sports.

WHY WE DO IT

40 MILLION KIDS PLAY SPORTS NATIONWIDE.

We help maximize this Positive Youth Development opportunity by impacting sport on three levels: **YOUTH, COACHING, & CULTURE.**

resulting in increased...

RESILIENCE

GROWTH MINDSET

TEAMWORK

EMPATHY

LEADERSHIP

CHARACTER

FUN

LIFE LESSONS

GRIT

PERSISTENCE

DONE RIGHT,
SPORTS TEACH

IMPACT



OF PARTNER ORGANIZATIONS

3,500



OF YEARLY WORKSHOPS

3,000+



OF KIDS REACHED

20+ MILLION



180K+



127K+



70K+



15K+



1 MILLION+

RESULTS

96%

OF PCA TRAINED COACHES

BELIEVE PCA TRAINING GIVES THEM THE TOOLS TO HELP THEM IMPROVE THEIR PLAYERS AS INDIVIDUALS AND AS TEAMMATES.

72%

OF PCA TRAINED ATHLETES

BELIEVE THEIR SPORTSMANSHIP IMPROVED AFTER TRAINING.

70%

OF PCA TRAINED COACHES

FEEL PCA PROGRAMMING REINFORCED THEIR DESIRE TO TEACH LIFE LESSONS.

60%

REDUCTION IN ARGUMENTS WITH OFFICIALS,

REPORTED BY PCA PARTNERS.

POSITIVE COACHING ALLIANCE WORKSHOPS

PCA workshops combine the latest in sports and educational-psychology and organizational behavior with **practical advice** from a National Advisory Board of top pro and college athletes and coaches who use our principles at the highest levels of competition. Many workshops are complemented with books by PCA Founder Jim Thompson and all are highly **interactive** and facilitated by **PCA Trainers with deep experience** in coaching, sports parenting, athletic administration or all three!

FOR COACHES:

DOUBLE-GOAL COACH®: Coaching for Winning and Life Lessons establishes PCA's premise that youth and high school sports include the goal of winning and the more important goal of teaching life lessons through sports.

CULTURE, PRACTICES AND GAMES further illustrates how coaches use PCA principles to build a team culture that players and their parents buy into, thus leading to life lessons and improved athletic performance in practices and games.

POSITIVE MOTIVATION: Getting the Best from Athletes provides deeper exploration of Filling Emotional Tanks, including discussion of research that demonstrates how positive coaching improves performance and open-ness to life lessons.

DEVELOPING THE TRIPLE-IMPACT COMPETITOR® views the Double-Goal Coach model through the lens of high school sports, including such topics as social pressure, hazing, and the role of high school coaches and athletes as standard-bearers in their communities.

MASTERY: Coaching for Peak Performance provides deeper exploration of PCA's second principle for coaches, ELM (Effort, Learning and bouncing back from Mistake). Coaches will explore how to help their athletes improve and perform to their potential through a mastery focus.

SPORTS CAN BATTLE RACISM: A Workshop for Coaches (NEW) strives to establish and enhance the building of sports environments free of hate and discrimination.

FOR BUSINESSES:

POSITIVE MOTIVATION FOR MANAGERS (BUSINESS TEAMS) (NEW) Anyone who participates in PCA programming - whether it be in youth sports, on business teams, or in personal relationships - can benefit, and expect to see improved ability to work as part of a team, greater personal resilience, and an increased capacity to bounce back from mistakes.

FOR LEADERS:

LEADING YOUR ORGANIZATION: Developing a Positive Coaching Culture where attendees learn why and how to establish Positive Coaching as a cultural norm, plus they get a takeaway action-plan for implementation throughout their community of coaches, parents, athletes, officials and spectators.

FOR PARENTS:

THE SECOND-GOAL PARENT®: Developing Winners in Life Through Sports draws from the Double-Goal Coach model (winning and life lessons) to help parents focus on the second goal, ensuring their children gain the higher value of youth and high school sports regardless of scoreboard results.

THE SECOND-GOAL PARENT®: Tips and Tools to Develop Winners in Life Through Sports is a shortened version of the Second-Goal Parent: Developing Winners in Life Through Sports.



POSITIVE COACHING ALLIANCE WORKSHOPS

PCA workshops combine the latest in sports and educational-psychology and organizational behavior with **practical advice** from a National Advisory Board of top pro and college athletes and coaches who use our principles at the highest levels of competition. Many workshops are complemented with books by PCA Founder Jim Thompson and all are highly **interactive** and facilitated by **PCA Trainers with deep experience** in coaching, sports parenting, athletic administration or all three!

FOR STUDENT-ATHLETES:

BECOMING A TRIPLE-IMPACT COMPETITOR® trains student-athletes of middle-school age and older to impact sport on three levels by working to improve themselves, teammates and their sport as a whole.

MAKING TEAMMATES BETTER: Leadership and Positive Initiation provides student-athletes of high school-age and older a deeper view into how teammates can help each other improve.

HONORING THE GAME – SOCIAL MEDIA USE: Elevating Yourself and Others provides student-athletes of high school-age and older the opportunity to examine more deeply their use of social media and the impact on their teams and the school community as a whole.

SPORTS CAN BATTLE RACISM: A Workshop for Athletes (NEW) will have an interactive discussion on how to increase understanding of one’s own identity and biases, value diversity, and create safe environments on their teams to help ensure that everyone belongs.

JR. TRIPLE-IMPACT COMPETITOR:

Activities to Develop Better Athletes, Better People takes elementary and middle school aged athletes through activities designed to plant the seeds of being a Triple-Impact Competitor.

CHARACTER & LEADERSHIP DEVELOPMENT PROGRAM consists of a curriculum of four (4) workshops designed to educate student-athletes on PCA’s foundational principles and how to put those principles to use every day. Each workshop is a 50-minute, highly interactive session integrating group learning and case study techniques.

1. *Becoming a Triple-Impact Competitor®*
2. *Making Teammates Better: Leadership*
3. *Making Teammates Better: Positive Initiative and Hazing*
4. *Honoring the Game: Social Media Use*



POSITIVE COACHING ALLIANCE ONLINE COURSES

PCA offers six online courses – all expert-developed, and designed to help coaches, parents, athletes and officials ensure that winning happens both on and off the field in youth sports. Whether you want to improve your youth sports experience, or your school/organization has directed you to these courses, they will benefit you and the youth you serve!

Courses are self-paced, take only 60 minutes to complete, and include instructional modules and opportunities for interactivity and reflection. They also feature easy-to-use tools and tips to help you put positive coaching practices to work right away!

DOUBLE-GOAL COACH®: Coaching for Winning and Life Lessons

If you have no experience with PCA, this is the course for you – Positive is Powerful! In this highly-interactive, online Double-Goal Coach® course – with advice from top pro athletes and coaches on PCA’s National Advisory Board – coaches explore why and how to pursue both winning and the more important goal of teaching life lessons through sports.

DOUBLE-GOAL COACH®: Culture, Practices and Games

Phil Jackson, Doc Rivers, Herm Edwards and other top coaches and athletes help you create a team culture of excellence. Specific sections of the course focus on creating dynamic practices and strategies for getting the most from your athletes – as players and as people – before, during and after the game.

DOUBLE-GOAL COACH®: Developing the Triple-Impact Competitor®

PCA National Advisory Board pro coaches and athletes train coaches to help their high school athletes become “Triple-Impact Competitors” who excel on three levels:

- Personal Mastery
Making oneself better
- Leadership
Making one’s teammates better, and
- Honoring the Game –
Making the game better.

PGUSD

HONORING THE GAME: The Official’s Role in Creating a Positive Youth Sports Culture

This interactive workshop, filled with powerful officiating tools, is based on the latest research from sports psychology, and reflects the “best practices” of elite officials across the country! It introduces PCA’s three main principles behind creating a positive youth sports culture for officials: Mastery (ELM); Never Too High, Never Too Low; and Honoring the Game.

SECOND-GOAL PARENT®: Developing Winners in Life Through Sports

Top coaches and athletes train youth sports parents to focus on helping their children process the life lessons uniquely available through sports. This highly interactive workshop provides specific tips and techniques for parents to use in talking with their children on game day, developing a productive parent-coach relationship, and becoming effective and positive supporters in the stands.

TRIPLE-IMPACT COMPETITOR®: A Leadership Workshop for Athletes

Doc Rivers, Julie Foudy, Shane Battier and other top coaches, athletes, and experts teach student-athletes how to make positive contributions on three levels:

- Personal Mastery
Making oneself better
- Leadership
Making one’s teammates better, and
- Honoring the Game –
Making the game better.

Regular Meeting of August 3, 2023.



What is SEL?

Social emotional learning (SEL) is a methodology that helps students of all ages to better comprehend their emotions, to feel those emotions fully, and demonstrate empathy for others. These learned behaviors are then used to help students make positive, responsible decisions, create frameworks to achieve their goals, and build positive relationships with others.¹

While educators recognize the importance of SEL [“90% of K-12 school district leaders have already invested in social-emotional learning products, or plan to do so.”]², we must educate youth sports organizations on the importance of SEL skills.

The focus on SEL in youth sports is growing by the day.

- The Susan Crown Exchange, a leading non-profit focused on SEL, created the Million Coaches Challenge in 2021, with the goal of training One Million Coaches by 2025 with SEL skills. The challenge brings together 10 leading organizations, including Positive Coaching Alliance, USOPC, Laureus Sport for Good, and Little League, to achieve this goal.
- In February of 2021, Laureus USA released the results of a comprehensive study showing sports-based youth development (SBYD) programs play a significant role in fostering critical social and emotional learning (SEL) skills necessary to succeed in school, careers and life.³
- “Through sport, young people increase their social skills, teamwork, sense of positive identity, and desire to give back to their team and community – all attributes that have been shown to drive long-term success academically, on the job and in life,” said Kim Sabo Flores, Ph.D. of Hello Insight, who conducted the study. “One of the most important findings shows that sports programs are especially important for young men, who have more difficulty than girls growing these skills off the field,” Dr. Flores added.
- Among the key findings:
 - Significantly more boys in SBYD programs develop SEL skills compared to boys in non-sports programs.
 - More girls in SBYD programs succeed in the area of Social Skills.
 - Young men of color in non-sports programs develop fewer SEL skills than young men identifying as white.
 - However, young men of color in SBYD programs do **not** have significantly different scores from their white peers. This finding demonstrates that young men of color develop SEL skills in SBYD programs that they do not develop in non-sports programs.
- Coaches are important in developing SEL skills:
 - For boys, this is done by supporting them to try new things, broaden their horizons, set and manage goals that are important to them and that build upon their passions.
 - For girls, coaches are most effective by spending time to build relationships and ensure that those young women’s voices and opinions matter - they share power.

Are all Youth Sports programs SBYD - NO

As early as 1990, a growing number of sports programs began to emerge and adopt a positive youth development (PYD) approach, focusing on sport as a strategy to promote optimal human development. Champions of these programs met at a summit in June of 2006 and coined the term Sports-Based Youth Development (SBYD) to describe programming that intentionally coupled sports with a PYD approach and focused on holistic youth development. Since then, hundreds of programs nationwide have created SBYD environments. SBYD organizations value improvement in whatever sport may be offered, but their true focus is the positive development of the youth they serve.

The Laureus study confirmed that “sports, when used intentionally, are fertile ground for whole-child development. SBYD programs help assure that all young people have opportunities to play and that costs do not exclude youth from lower income families from participating in sports.”

How does PCA programming fit in?

PCA programming specifically targets SEL skill development. Our primary target outcome is youth character development.

PCA Programming Focus	Key Impact	PCA Principle	CASEL Framework Category
Youth Character Development	↑ Growth Mindset	ELM	Self-Awareness
	↑ Resilience	ELM	Self-Management
	↑ Teamwork	E-Tank	Relationship Skills

PCA believes that for sports to provide these benefits, coaching has to be intentional around it, which is why a **second target outcome of PCA programming** is explicitly about training coaches to transfer life lessons. A lot of the basis for developing SEL skills rests on making sure that the adults involved have received specific training around it; i.e., that it doesn't just happen automatically. This is the essence of PCA's programming - to train coaches to be able to do this.

PCA Programming Focus	Key Impact	PCA Principle	CASEL Framework Category
Coach Behavior	↑ Resilience	ELM	Adults create safe, supportive positive youth development PYD environment
		E-Tank	
		HTG	

SEL explicitly calls for involving the entire community around a child – parents, teachers, schools, etc. Central to PCA's programming is a “systems approach” which engages school and youth sports organization leaders, coaches and parents, in addition to our work with athletes directly. PCA's **third targeted outcome** is to create a more positive culture in which people have a better experience, and which sustains a PYD environment.

PCA Programming Focus	Key Impact	PCA Principle	CASEL Framework Category
Youth Sports Organization and/or School Culture	Coaches, youth and parents have a more positive experience	Multiple	Adults create safe supportive positive

1. **Social Emotional Learning (SEL) & Why It Matters for Educators**
<https://www.nu.edu/resources/social-emotional-learning-sel-why-it-matters-for-educators/#:~:text=What%20is%20SEL%20in%20Education,and%20demonstrate%20empathy%20for%20others.>
2. **Education Week's 2018 survey of 500+ district administrators**
<https://kognito.com/blog/are-your-teachers-prepared-to-support-the-full-potential-of-sel#:~:text=A%20national%20survey%20revealed%20that,fully%20understand%20the%20concepts%20themselves.>
3. <https://laureususa.com/news/youth-sports-promote-social-emotional-learning-especially-among-young-men-of-color/>

- | | |
|--|---|
| <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: Contract for Services with Newsela, Inc.

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Newsela, Inc.

BACKGROUND:

This is a new subscription to an online content provider that has been used by Pacific Grove Middle School teachers in the past. Newsela's free resources will be significantly reduced for 2023-2024, so PGUSD is purchasing this subscription to provide Middle School teachers and students access to all articles and supplemental materials that Newsela has to offer.

INFORMATION:

Newsela is an online instructional platform that provides standards-aligned materials for teachers in all content areas. The company curates articles covering current events from [top publishers](#) and makes the content accessible to all students by including a feature where the lexile level (reading level) can be adjusted to match the student's ability. This feature allows teachers to differentiate instruction while allowing all students access to the same supplemental material. These articles allow teachers to introduce current events into their instruction and include diverse perspectives when teaching traditional lessons.

The company has expanded its offerings now to include groups of articles based on subject searches and mini-lesson plan starters. Teachers will be able to type in the topic they are teaching and receive articles related to that content along with lesson plans, comprehension questions, and activities to process the information. These are all new features.

Because the program's resources have extensively expanded, teachers will receive professional development on aspects of Newsela. This program will provide a deep resource for instructional materials to support our district's core curricula.

FISCAL IMPACT:

This is a one-year subscription for all Middle School students and professional development for our teachers. The cost is \$7,544 to be paid out of the district's Instructional Materials Budget.

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

CONSULTANT Newsela, Inc.

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman

FUNDING SOURCE Instructional Materials Budget

AGREEMENT TOTAL AMOUNT \$7,544

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Newsela, Inc. ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Newsela license provider and teacher trainer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: providing online Newsela licenses to PGUSD students and staff, and conducting teacher training for the program.
2. **Term.** Consultant shall commence providing services under this Agreement on 8/4/2023, and will diligently perform as required and complete performance by 7/31/2024.
3. **Compensation.** District agrees to pay \$7,544 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$7,544 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
9. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
10. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
11. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
13. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Joshua Jorn
 Assistant Superintendent/CBO

Consultant

Name: Newsela, Inc.
 Address: 185 Madison Ave.
 City/State/Zip: New York, NY 10016
 Business Phone: 720-692-8410
 Email (Optional): [Company E-mail]

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
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Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: Buck Roggeman

Title: Director, Curriculum & Special Projects

Date: _____

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

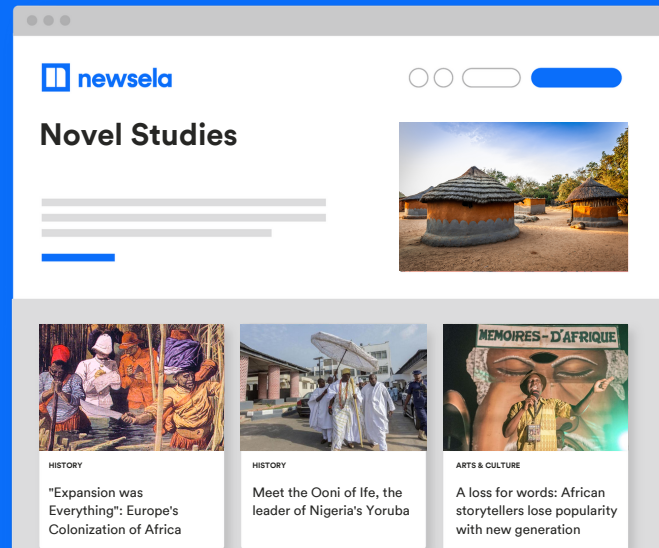
Signature _____ Date _____

Director of Human Resources



Newsela ELA

The best lessons start with the best content.



Use authentic content to drive authentic literacy skills that transfer to college, career, and other subjects. Teachers can find instructional content covering both the topics students want to learn about and the topics they need to learn about.

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- [NWEA MAP Growth](#) integration to automatically set reading levels for students

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- [Fiction / nonfiction paired texts](#) provide 150+ lesson-ready pairings
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- [Quizzes and writing prompts](#) for every article, aligned to your state's standards
- [SEL supports organized by CASEL competency](#) to help teachers weave SEL into literacy instruction

Fits seamlessly with your current curriculum

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- Extend existing materials to work better in distance or hybrid learning scenarios with digital-first content

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Differentiate instruction easily with texts published at 5 reading levels.



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Keep lessons fresh and relevant, with up to 10 new texts added daily.



ACCOUNTABLE

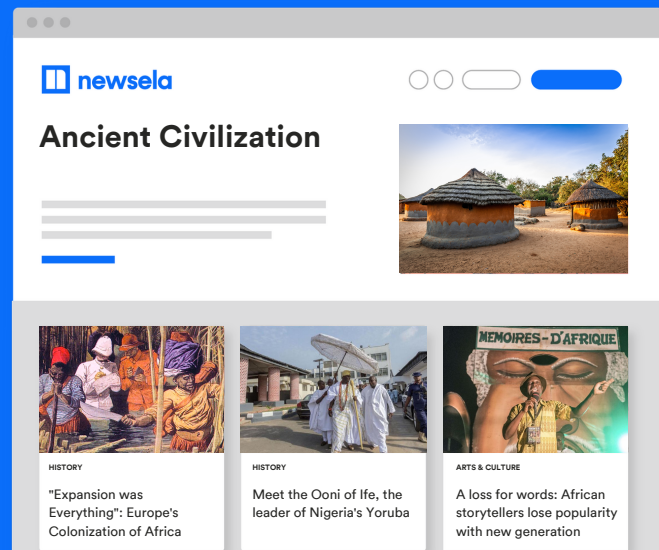
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- Collections include [C3](#) and [NCSS unit-level standards alignment](#)

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Regular Meeting of August 3, 2023

EXPECT MORE FROM YOUR SOCIAL STUDIES CONTENT



AUTHENTIC

Engage every learner with real-world texts that feature diverse opinions and people all students can identify with.



ACCESSIBLE

Differentiate instruction easily with texts published at 5 reading levels.



CONSTANTLY UPDATED

Keep lessons fresh and relevant, with up to 10 new texts added daily.



ACCOUNTABLE

Get visibility into usage and student performance with built-in activities.

- | | |
|---|---|
| <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: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim 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 2023

Thursday Aug. 3	Regular Board Meeting	District Office/Virtual
Thursday Aug. 17	Regular Board Meeting <ul style="list-style-type: none"> ✓ Student Enrollment Update ✓ Property Tax Report ✓ Review of Legal Services Costs ✓ Quarterly Facilities Project Updates* ✓ CSBA Policy Update 	District Office/Virtual
Thursday Sept. 7	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* ✓ Cultural Proficiency/Equity Presentation 	District Office/Virtual
Thursday Sept. 14	Special Board Meeting <ul style="list-style-type: none"> ✓ Board self-evaluation 	District Office/Virtual
Thursday Sept. 21	Regular Board Meeting <ul style="list-style-type: none"> ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report 	District Office/Virtual
Thursday, Sept. 28	Special Board Meeting- Closed Session <ul style="list-style-type: none"> ✓ Candidate selection- Superintendent 	District Office
Thursday Oct. 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ Superintendent Goals ✓ Week of the School Administrator ✓ CAASPP/ELPAC Review of Data ✓ Board Goals check-in 	District Office/Virtual
Tuesday, Oct. 10	Special Board Meeting- Closed Session <ul style="list-style-type: none"> ✓ Candidate interviews- Superintendent 	TBD
Thursday Oct. 26	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CSBA Policy Update 	District Office/Virtual
Thursday Nov. 2	Regular Board Meeting <ul style="list-style-type: none"> ✓ PGHS Course Bulletin Information/Discussion 	District Office/Virtual
Thursday Nov. 16	Regular Board Meeting <ul style="list-style-type: none"> ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates* 	District Office/Virtual
Thursday Dec. 7	Regular Board Meeting	District Office/Virtual
Thursday Dec. 14	Organizational Meeting <ul style="list-style-type: none"> ✓ Election of 2022-23 Board President and Clerk ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition 	District Office/Virtual

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

TENTATIVE Board Meeting Calendar January-June 2024

Thursday Jan. 11	Regular Board Meeting ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update	District Office/Virtual
Thursday Jan. 25	Regular Board Meeting ✓ CSBA Policy Update ✓ School Accountability Report Cards ✓ School Resource Officer Contract ✓ Resolution recognizing February as Black History Month ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar	District Office/Virtual
Thursday Feb. 8	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2023-24 Audit Report ✓ Quarterly Facilities Project Updates* ✓ Resolution recognizing March as Women's History Month	District Office/Virtual
Thursday Mar. 7	Regular Board Meeting ✓ Second Interim	District Office/Virtual
Thursday Mar. 21	Regular Board Meeting ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels	District Office/Virtual
Thursday Apr. 4	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Quarterly District Safety Update	District Office/Virtual
Thursday April 18	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month	District Office/Virtual
Thursday May 9	Regular Board Meeting ✓ Continue Superintendent Evaluation ✓ Board Goals for 2024-25 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee	District Office/Virtual
Thursday May 23	Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Superintendent Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month	District Office/Virtual

Thursday June 6	Regular Board Meeting ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2024-25 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2024-25 ✓ Resolution recognizing Juneteenth	District Office/Virtual
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

- | | |
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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: 2022-23 Organizational Review of PGUSD Human Resources

DATE: August 3, 2023

PERSON RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review the attached Organizational Review of Human Resources as presented by Danyel Conolley of School Services of California, Inc. (SSC).

BACKGROUND:

School Services of California, Inc. (SSC) was contracted by Pacific Grove Unified School District (District) to conduct an Organizational Review of the Human Resources (HR) Department specific to the District's operations in the following areas:

- Department organizational structure,
- Culture, and staffing,
- Employee recruitment, selection, hiring, and onboarding,
- and HR general policies and procedures.

In addition, a comparative staffing analysis was conducted to examine staffing HR department staffing levels. The objective of the review was to assess the existing organizational structure and the described functions within the department including processes, procedures, and communication practices. The assessment of the HR Department is focused on operations and functions, and is not an evaluation of staff, or an audit report.

INFORMATION:

The recommendations included within this report are based upon best practices, industry standards, and legal requirements. The District must consider the level of service provided to students and the community, educational partners, and staff as well as the financial condition of the District when evaluating the organizational structure, staffing, and operational practices.

FISCAL IMPACT:

None

Pacific Grove Unified School District
Organizational Review of the Human Resources Department
Board Presentation
August 3, 2023

INFORMATION/ DISCUSSION A



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Pacific Grove Unified School District

Organizational Review of the Human Resources Department Board Presentation

August 3, 2023

Presented By:

Danyel Conolley
Director, Management Consulting Services

Teddi Wentworth
Assistant Director, Management Consulting Services

1

Scope and Methodology—Operational Review

- The Pacific Grove Unified School District (District) requested that School Services of California Inc. (SSC) conduct an Organizational Review of the Human Resources (HR) Department specific to the District's operations in the following areas:
 - Department organizational structure, culture, and staffing
 - HR general policies procedures, including identification of annual regular activities, staff training/development, and communication practices
 - Recruitment, selection, hiring, and onboarding
 - Comparative analysis of the staffing and organizational structure of the HR Department as compared to other identified school districts

SSC staff conducted interviews with District staff to discuss job responsibilities and workload

Documents provided by the District were also reviewed

The review is focused on the function of the departments and a measure of productivity

The analysis is not evaluative of the staff members in the positions within the departments

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Pacific Grove Unified School District
 Organizational Review of the Human Resources Department
 Board Presentation
 August 3, 2023

INFORMATION/ DISCUSSION A

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Key Observations: HR Operations

- Overall impressions are that staff value the efforts of the HR Department and acknowledge their commitment to supporting employees with positive engagement.
- From the employment perspective, the District maintains a recruitment profile which represents a highly desirable place to work, and historically, the HR Department has relied upon the competitive recruitment capabilities as the plan to fulfill staffing needs.
 - The past practices have been disrupted by the transformational changes brought on by the pandemic, and the influx of temporary funding resources which have intensified hiring needs within the District.
- The District’s HR Department organizational structure reflects the similar staffing levels found in small districts.
 - The department staffs minimal full-time equivalents (FTE) to handle the HR Department functions, and it is observed that the department is staffed appropriately.
 - While the staffing levels are determined to be sufficient, it is the distribution of FTE within the department and the use of partial positions which require further consideration.

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HR Department: Comparative Staffing Table Summary

- A comparative staffing analysis was conducted for HR department staffing with a group of similarly sized unified school districts (USDs).

	<i>Pacific Grove USD</i>	Bishop USD ¹	Carmel USD	Carpenteria USD	Golden Valley USD	Gonzales USD ¹	River Delta Joint USD	San Lorenzo Valley USD
Executive Management Staff	—	—	1.00	—	1.00	—	—	1.00
Management Staff	1.00	—	1.00	1.00	—	1.00	1.00	—
Supervisory Staff	—	—	—	1.00	—	1.00	—	—
Department Staff	2.4375	2.00	—	1.00	1.00	1.00	—	1.00
Administrative Support Staff	—	1.00	2.00	—	—	—	—	—
Total FTEs	3.4375	3.00	4.00	3.00	2.00	3.00	1.00	2.00
Enrollment	1,812	1,958	2,264	2,099	2,311	2,181	2,241	5,534
Enrollment/FTE	527.13	652.67	566.00	699.67	1,155.50	727.00	2,241.00	2,767.00
Rank	1	3	2	4	6	5	7	8

Source: District-provided data

¹District did not respond to the data request; data used for the study was gathered from the district’s website and has not been verified by the district

²2020-21 California Department of Education DataQuest Enrollment data

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Organizational Review of the Human Resources Department
 INFORMATION DISCUSSION A
Board Presentation
 August 3, 2023

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Key Observations: HR Department Comparative Staffing

HR Department Leadership (Figure 7: page 16)	Department Staffing (Figure 8: page 17)	Administrative Support Staffing (Figure 9: page 18)
<ul style="list-style-type: none"> The District provides the median overall management staffing with 1.00 FTE, along with Golden Valley USD, River Delta Joint USD, and San Lorenzo Valley USD. Carmel USD, Carpinteria USD, and Gonzales USD include the highest level of management staffing with 2.00 FTE. HR department leadership in the comparative group is provided by executive-level management positions in only three of the comparable districts (Carmel USD, Golden Valley USD, and San Lorenzo Valley USD). 	<ul style="list-style-type: none"> Duties assigned to the department staff job classifications are analytical and technical in function and duties typically require a high level of analysis. The District staffs 2.4375 FTE in this job category and ranks 1 of 8, which is the highest FTE in this job category in the comparable group—the District staffs partial FTE in this area which is an outlier within the comparative group. <ul style="list-style-type: none"> Some responsibilities assigned to these positions, volunteer management and receptionist duties, are not HR functions. 	<ul style="list-style-type: none"> Positions in administrative support staff job classifications are focused on administrative and clerical support duties and should be utilized in coordination with the analytical and technical positions. The District does not staff in this job category, providing no support in the administrative support function; however, some duties assigned to the analytical and technical positions are administrative in function.

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Key Observations: HR Department Organization

- It is common for the organizational characteristics of smaller districts to reflect departments that include hybrid functions within the central office, and staff positions which are “utility” in purpose as they serve multiple roles within their assigned areas.
 - The District’s hybrid organizational structure within HR is significant due to the partial allocations of FTE within the department and duties related to community engagement (receptionist) that are assigned within HR.
 - The partial FTE assignments among the department staff positions create confusion in terms of responsibility areas, and the part-time assignments create gaps in coverage during certain periods of the fiscal year, and during normal work hours.
 - The partial FTE assignments should be reconsidered due to the unrealistic split of positions which make it difficult for the positions to function as intended.
 - The District Office Receptionist duties should be designated to one position that is assigned full-time to handle community engagement and support internal and external customer service needs.

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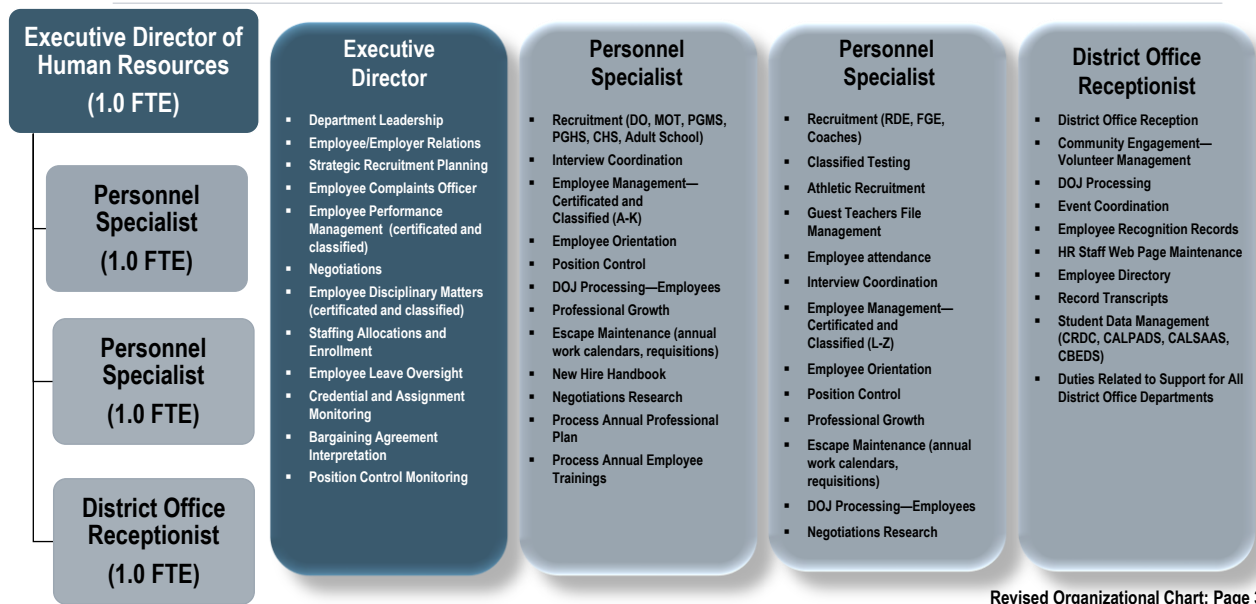
Key Observations: HR Department Position Analysis

- The essential duties assigned to the Director are extensive and include a wide range of responsibilities, which influences the workload of incumbents of the position.
 - Although the Director job description is focused on District operations, in practice, the position is narrowly focused on other compliance matters which minimize the ability of the Director to oversee HR operations.
 - In order to maximize the function of this leadership role, it is recommended that the District modify the focus of the position.
- The Specialist and Technician positions support employment matters within the HR Department, and the roles of these positions are directly related to the District’s ability to attract and retain employees.
 - It is determined that modifying the duties assigned to the Specialist and Technician positions will alleviate the workload stressors within the department, in addition to creating a more streamlined approach to employment processes.

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Recommendations: Revised HR Organizational Chart



Revised Organizational Chart: Page 31

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Pacific Grove Unified School District
Organizational Review of the Human Resources Department
Board Presentation
August 3, 2023

INFORMATION DISCUSSION A

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Key Observations: HR Department Procedures and Communication

- Documentation submitted during fieldwork reflects that the District does not track complaints via a complaint log and there are currently no processes in place which delegate responsibility to direct supervisors to investigate low-level concerns.
- To varying degrees, the HR Department has relied upon the skills and abilities of individuals in managing District operations rather than operational standards and formal operational policies and procedures.
- In terms of training for HR staff, many report that their experience was a “sink or swim” circumstance when they were newly hired or transitioned to a new role.
- Review of documentation submitted during fieldwork reflects that the HR department has not created written standards which communicate department commitments to a standard of work, or timelines in the production of work.
- The HR Department should continue to use an annual calendar to ensure it meets all timelines required by policy, statute, and local collective bargaining agreements.

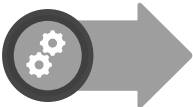
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Key Recommendations: HR Department Operations



- It is recommended that the District modify current practices related to complaint management to alleviate workload constraints for the Director position.



- It is recommended that each position in the HR Department create procedure documentation which is shared electronically in a shared file. The procedures should then be shared with site administrators during administrative meetings and reinforced by administration to ensure compliance.



- Provide professional learning opportunities for all HR staff. Professional development is essential in ensuring that HR staff have the tools and job knowledge necessary to perform their jobs effectively.

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Key Observations: HR and Payroll Operations

- Interviews conducted during fieldwork indicate a gap in the communication flow between HR and Payroll, and a large part of the breakdown is attributed to the personnel requisition process.
- The current practices within the District utilize various forms to document personnel changes. The number of forms, purpose, and required process for each form is attributed as the core reason for the difficulties in this area.

Personnel Form	Purpose
Personnel Action Form (PAF)	<ul style="list-style-type: none"> • Request/initiate recruitment need (sites and hiring managers utilize the form to request hiring process) • Requests for additional duty and overtime
Board Assignment Order	<ul style="list-style-type: none"> • Used for Board notification of hiring activity
Golden Rod	<ul style="list-style-type: none"> • Sent to payroll to communicate Board approval and verification of change made in Escape

Figure 18: page 39

- During fieldwork, the District was working on the personnel requisition procedures and implementing a digitized process. The District is encouraged to eliminate the use of multiple forms and processes to communicate personnel needs and changes and integrate the forms to a single document, the PAF.

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Key Observations: Personnel Action Form (PAF)

- The PAF procedures should include:
 - Documented steps for processing, the designation of authorization responsibility, and a modified workflow for new positions, which includes verification of Board approval of any staffing allocations that are new personnel expenditures.
 - The workflow, procedures, and standardized timelines should be documented and communicated to all educational partners involved in the process.

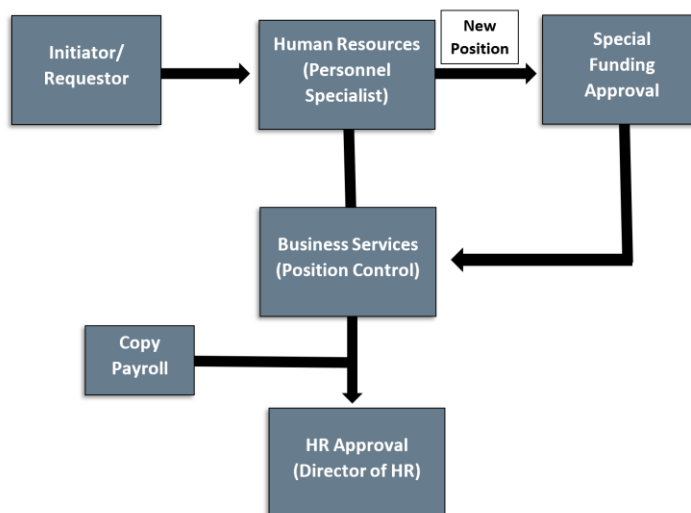
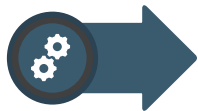


Figure 19: page 41

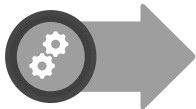
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Key Recommendations: HR and Payroll Operations



- The District should continue the modification process of the current personnel communication forms and integrate the information to one form: the PAF. The PAF should include pertinent information in the management of position control and accurately depict the approval procedures.



- Adjust the PAF approval process to reflect a system of accountability and improve efficiencies in personnel management. This allows for approvers to have necessary information to make decisions regarding personnel changes.



- Due to the complexities of personnel management, the routing process of the PAF should include both HR and Business Services position control oversight in the process to provide opportunity for verification of the staffing need and other employment details.

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Key Observations: Employee Recruitment and Onboarding

- The District's recruitment profile is strong, and staff report that vacancy announcements for certificated and classified positions typically attract a high number of applicants.
 - Historically, the District's reputation has been sufficient to fulfill the staffing needs, which alleviated the pressure on the HR Department to respond strategically to recruitment.
 - The transformational changes brought on by the pandemic and the increased emergency funding resources have exposed some of the operational challenges within the District, which have influenced hiring capabilities.
 - The District has experienced fluctuations in hiring and attrition trends, with an increase in certificated and classified terminations in 2020-21, which is likely due to the workforce trends that occurred during the pandemic:

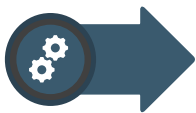
Fiscal Year	Number of Classified Employee New Hires	Number of Certificated Employee New Hires
2020-21	10	5
2021-22	34	15
¹ 2022-23	21	15
Average	21.67	11.67

Figure 24: page 49

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Recommendations: Employee Recruitment and Onboarding



- Develop a comprehensive recruitment plan and budget. The recruitment plan should address the staffing needs of the District based on enrollment projections and any changes to programs or services being provided, as well as transfer and reassignment procedures.



- In order to ensure the District’s hiring processes are legally compliant, and to ensure they support a diverse workforce, it is imperative that hiring managers are provided with formal and ongoing training on recruitment and selection procedures.



- The HR Department’s recruitment plan should include objectives to increase diversity in the applicant pools.
- It is recommended that the District continue to monitor recruitment practices and identify procedures which present hiring barriers and eliminate them from the recruitment and selection process.

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Recommendations: Employee Recruitment and Onboarding

• Revise Recruitment, Selection, and Onboarding Procedures: Implementation Plan

Procedure	Operational Action
Standardize Posting Timelines	<ul style="list-style-type: none"> • Minimize job posting dates to help compress the recruitment timelines • Establish the job posting duration based on position type—management typically will post longer due to the higher skill level of candidates, while entry level can post for two weeks or less • Positions posted near the start of school should reflect expedited recruitment timelines
Establish Candidate Screening Process	<ul style="list-style-type: none"> • Candidates should be screened by a supervisor who possesses the expertise of the job • Provide access to hiring managers to candidate pools
Revise Selection Processes	<ul style="list-style-type: none"> • Structure interview processes to reflect the position • Hiring manager notifies candidate of their selection and offers employment contingent on hiring requirements
Establish Onboarding Procedures	<ul style="list-style-type: none"> • Eliminate the multi-step process and streamline procedures to provide access to new hire paperwork and information • Digitize the onboarding process and process new hire paperwork through an electronic process

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Pacific Grove Unified School District
Organizational Review of the Human Resources Department
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August 3, 2023

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Closing Thoughts

- As the District works to implement the recommendations provided in this report, establishing operative assignments of work, implementing efficient procedures, and engaging in effective communication practices are the important pillars of the plan.
- In order to implement the recommendations in a timely manner, the District should develop an accountability chart that identifies the employees responsible for planning, scheduling, and organizing the implementation activities.
- The recommendations in this analysis do not apply in isolation, rather, they interact with each other on various levels. In order for particular recommendations to be successfully implemented, certain modifications must also be in place with fidelity.
- This report includes a prioritized—by category—implementation plan to assist the District in addressing the findings observed in the analysis.
- It is noted that all recommendations in this analysis are important; the categories do not represent that one recommendation is more important than the other.

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of
California
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An Employee-Owned Company

Thank you!

Danyl Conolley
danyelc@sscal.com

Teddi Wentworth
teddiw@sscal.com

- | | |
|---|--|
| <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 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 Legal Fees for July 2022 – June 2023

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review legal fees expended from July 1, 2022 through June 30, 2023.

BACKGROUND:

Pacific Grove USD has been utilizing legal services from the law firm of Lozano Smith for many years.

INFORMATION:

The Board has requested a review of legal costs and fees expended for the school year. The spreadsheet has a breakdown of these general categories:

- General Student fees & costs
- General Labor & Employment fees
- Mandated cost
- Special Education Fees & Costs
- General Board governance fees & costs
- General Facilities and Business fees & costs
- Employee Matter costs

Details of names and descriptions are redacted to provide confidentiality and privacy.

FISCAL IMPACT:

As of June 30, 2023, the District has paid \$308,337.62 in legal costs and fees for the 2022/23 school year to the Lozano Smith Legal firm.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2022-2023 Lozano Smith Legal Fees
For Period: 7/1/2022 to 6/30/2023**

Description of Expense	2022-23												YTD
	July	August	September	October	November	December	January	February	March	April	May	June	
General Student Fees	26.12	1,524.75	-	66.50	410.40	33.25	-	-	1,330.00	555.28	2,507.01	1,738.03	8,191.34
General Student Costs	1,524.75	49.59	-	-	1.75	-	-	-	-	-	-	-	1,576.09
General Labor & Employment Fees	3,253.72	4,812.69	5,109.55	4,804.14	1,964.13	565.25	4,919.09	399.00	1,795.50	1,729.00	4,284.49	2,678.52	36,315.08
General Labor & Employment Costs	11.34	-	3.32	92.13	5.75	-	4.00	3.50	31.33	0.50	15.00	23.25	190.12
General Legal Matters Fees	-	66.50	-	-	-	-	-	-	1,396.50	4,555.25	1,662.50	2,137.50	9,818.25
General Legal Matters Costs	-	45.00	-	-	-	-	-	-	-	48.26	3.00	-	96.26
Mandated Cost: Labor Issues Fees	-	-	33.25	1,928.50	798.00	-	99.75	4,754.75	3,857.00	3,158.75	6,982.50	-	21,612.50
Mandated Cost: Labor Issues Costs	-	-	12.88	-	13.25	-	-	29.04	-	13.76	66.13	15.67	150.73
Mandated Cost: Brown Act Agenda Prep Fees	-	199.50	-	-	-	-	-	66.50	99.75	798.00	-	-	1,163.75
Mandated Cost: Brown Act Agenda Prep Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Mandated Cost: Public Records Act Fees	-	9,518.50	2,535.53	5,333.26	199.50	-	-	-	798.00	7,593.81	8,653.49	4,011.36	38,643.45
Mandated Cost: Public Records Act Costs	-	186.87	0.75	69.25	-	-	-	-	-	20.25	35.25	8.50	320.87
Special Education Matters Fees	1,358.52	6,398.25	4,035.13	247.00	216.12	-	2,420.10	498.76	1,311.92	679.26	8,177.16	2,840.50	28,182.72
Special Education Matters Costs	2.00	33.00	2.75	-	-	-	3.25	5.75	46.25	3.75	128.51	2.50	227.76
Student Residency Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Student Residency Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Student Discipline Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Student Discipline Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Student 1 - Special Education Fees	-	5,840.14	3,797.66	1,702.92	1,420.25	1,322.89	1,420.28	92.64	463.15	1,790.76	4,128.83	2,435.33	24,414.85
Student 1 - Special Education Costs	-	5.50	34.00	852.50	137.50	34.50	13.25	1.75	3.75	10.50	21.51	13.25	1,128.01
Student 2 - Special Education Fees	1,116.26	923.90	1,733.76	247.01	648.39	555.75	-	-	-	-	-	-	5,225.07
Student 2 - Special Education Costs	923.90	10.00	20.00	2.00	5.00	10.25	-	-	-	-	-	-	971.15
Student 2 - Special Education Fees	-	-	-	-	-	-	-	-	277.88	7,704.95	4,523.85	92.63	12,599.31
Student 2 - Special Education Costs	-	-	-	-	-	-	-	-	-	31.00	29.50	0.50	61.00
General Board Governance Fees	1,331.90	2,616.30	760.00	55.57	531.99	199.50	693.51	2,054.38	731.50	698.25	-	299.25	9,972.15
General Board Governance Costs	5.50	-	13.00	-	1.14	-	5.75	6.00	-	22.25	-	-	53.64
General Facilities and Business Fees	-	-	-	-	-	-	2,937.87	-	1,327.62	-	-	-	4,265.49
General Facilities and Business Costs	-	-	-	-	-	-	14.95	-	6.00	-	-	-	20.95
General Litigation Fees	-	-	-	61.75	-	197.60	232.76	308.76	33.25	30.88	166.26	-	1,031.26
General Litigation Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
General Technology Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
General Technology Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Lozano Smith Workshops	-	195.00	5,355.00	1,190.00	-	-	-	-	-	-	-	-	6,740.00
Employee Matter #1 Fees	-	-	-	1,562.75	1,695.75	1,064.00	2,272.88	1,978.36	401.37	432.26	1,995.46	3,919.69	15,322.52
Employee Matter #1 Costs	-	-	-	-	-	12,616.00	-	14,217.00	9,285.50	7,126.50	-	-	43,245.00
Employee Matter #2 Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Matter #2 Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Matter #3 Fees	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Matter #3 Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Matter #4 Fees	-	-	433.20	2,439.14	66.50	-	-	-	-	-	-	-	2,938.84
Employee Matter #4 Costs	-	-	-	-	-	-	-	-	-	-	-	-	-
Employee Matter #4 v. PGUSD Fees	-	-	-	-	4,602.74	8,235.07	1,064.94	13,428.70	591.39	-	-	-	27,922.84
Employee Matter #4 v. PGUSD Costs	-	-	-	-	-	410.74	-	1,508.71	945.32	-	-	-	2,864.77
SPLIT-CSEA Juneteenth Claims Fees	-	-	-	-	-	14.25	118.60	22.18	1.68	8.36	13.36	15.04	193.47
SPLIT-CSEA Juneteenth Claims Costs	-	-	-	-	-	-	1.04	0.78	0.24	0.49	1.24	0.85	4.64
General Public Finance Fees	-	-	190.95	1,881.94	-	222.77	-	-	-	190.95	-	-	2,486.61
General Public Records Act Fees	-	-	-	-	-	-	-	-	-	-	99.75	287.38	387.13
Total Fees+workshop, empl matter, gen pub fi	7,086.52	32,095.53	23,984.03	21,520.48	12,553.77	12,410.33	16,179.78	23,604.03	14,416.51	29,925.76	43,194.66	20,455.23	257,426.63
Total Costs	2,467.49	329.96	86.70	1,015.88	164.39	13,071.49	42.24	15,772.53	10,318.39	7,277.26	300.14	64.52	50,910.99
Grand Total	\$ 9,554.01	\$ 32,425.49	\$ 24,070.73	\$ 22,536.36	\$ 12,718.16	\$ 25,481.82	\$ 16,222.02	\$ 39,376.56	\$ 24,734.90	\$ 37,203.02	\$ 43,494.80	\$ 20,519.75	\$ 308,337.62

Fees = attorney fees
Costs = mileage, copying, etc

- 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: Summer Projects 2023 Presentation

DATE: August 3, 2023

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Maintenance, Operations, and Transportation

RECOMMENDATION:

The District Administration recommends the Board receive this informational presentation of Summer Projects.

BACKGROUND:

Early April of 2023 three calls for bids were advertised and contracts were awarded for major work at three of our District campuses. Further, the MOT department developed a significant number of small projects to be performed throughout the summer.

INFORMATION:

The Maintenance, Operations and Transportation department has had a very productive summer. This presentation will cover both Measure D work accomplished, In-house projects and major storm debris clean-up which occurred during the summer of 2023.

FISCAL IMPACT:

The presentation will address some of the costs involved in accomplishing the summer work. However, this presentation is informational only.

- | | |
|---|--|
| <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: August 3, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim 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 August 3, 2023 Regular Board Meeting:

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (September 2023)
- Added April 26, 2023: Board Site Visits/Measure D Walk Abouts (Fall 2023)
- Added April 26, 2023: The WAVE Program/Fee Schedule (September 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section
- Added June 1, 2023: Review developer fees
- Added June 1, 2023: Equity Board discussion (September 2023)