

Site Visit

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION REGULAR MEETING

Trustees

John Paff, President
Brian Swanson, Clerk
Debbie Crandell
Cristy Dawson
Bill Phillips
Parker Llantero, Student Rep

DATE: Thursday, September 20, 2018

TIME: 6:00 p.m. Closed Session
7:00 p.m. Open Session

LOCATION: Robert Down Elementary School- Ottertorium
485 Pine Avenue
Pacific Grove, CA 93950

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

- A. Call Public Session to Order
- B. Roll Call
- C. Adopt Agenda

II. CLOSED SESSION

- A. Identify Closed Session Topics

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

- 1. Consideration Of Student Discipline (1 Case: Student # 021415) (Education Code Section 48915)

- B. Public comment on Closed Session item
- C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session

1. Consideration Of Student Discipline (1 Case: Student # 021415) (Education Code Section 48915)

B. Pledge of Allegiance

IV. SITE PRESENTATIONS

Once a year, Board meetings are held at all school sites. This provides administration and staff with an opportunity to showcase their school's accomplishments.

Robert Down's presentation: *What an Otter Ohana Means to Me*

V. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

VII. 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 August 23, 2018 Board Meeting

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

B. Minutes of September 11, 2018 Special Board Meeting

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

C. Certificated Assignment Order #2

Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #2.

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- D. Classified Assignment Order #2 21
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #2.
- E. Out of County or Overnight Activities 23
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board approve or receive the request as presented.
- F. Warrant Schedules No. 597, 598, 599 27
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- G. Acceptance of Donations 31
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board approve acceptance of the donations referenced below.
- H. Declaration of Surplus Property for 2018 Butterfly Parade Bazaar 32
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board declare the identified property as surplus and authorize sale and disposal in accordance with Board Policy 3270 in conjunction with the Butterfly Bazaar.
- I. California Educational Technology Professionals Association and Microsoft Strategic Alliance Program Purchasing Agreement 33
Recommendation: (Bruce Cates, Director of Technology) The District Administration Recommends the Board review and approve the current California Educational Technology Professionals Association and Microsoft Strategic Alliance Program Purchasing Agreement.
- J. Elementary Next Generation Science Standards Professional Development 53
Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and approve the contract for services with William Franzell from the Monterey County Office of Education.
- K. Contract for Services with Linda Vrijenhoek 62
Recommendation: (Matt Bell, Community High School Principal) The District Administration recommends that the Board review and approve the contract for services with Linda Vrijenhoek to tutor targeted students at Community High School.
- L. Quarterly Report on Williams Uniform Complaints 65
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186(d).
- M. Update to Board Regulation 3553 Free and Reduced-Price Meals 67
Recommendation: (Dianne Hobson, Nutrition Director) The District Administration recommends that the Board review and approve the update to Board Regulation 3553 Free and Reduced-Price Meals.

- N. Update to Board Policy 3600 Consultants 71
 Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the update to Board Policy 3600 Consultants.
- O. Animal Damage Management, Inc. Contract for Pigeon Abatement 74
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Animal Abatement Management, Inc, for the abatement of pigeons at Pacific Grove High School.
- P. Steele Tape Construction Contract for Fencing at Forest Grove Elementary School, Pacific Grove High School and Pacific Grove Middle School 76
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Steel Tape Construction, for the installation of fencing and gates at Forest Grove Elementary School, Pacific Grove Middle School and Pacific Grove High School.
- Q. Contract for Services with Peninsula Sports, Inc. at Pacific Grove Middle School 80
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. at Pacific Grove Middle School for the 2018-2019 school year.
- R. Contract for Services with Peninsula Sports, Inc. at Pacific Grove High School 83
 Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. at Pacific Grove High School for the 2018-2019 school year.
- S. Contract for Services with ArbiterPay 86
 Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends that the Board review and approve the contract for services with ArbiterPay to allow the Pacific Grove Middle School and Pacific Grove High School to pay for athletics officials.

Move: _____ Second: _____ Vote: _____

VIII. PUBLIC HEARING: Resolution #1022 Regarding Sufficiency of Instructional Materials for Fiscal Year 2018-2019 103

The Governing Board shall hold a public hearing or hearings at which the Governing Board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board. [EC60119(a)(1)]

Open Public Hearing _____ Close Public Hearing _____

IX. ACTION/DISCUSSION

- A. Approval of Resolution #1022 Regarding Sufficiency of Instructional Materials for Fiscal Year 2018-2019 108

Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The Administration recommends that the Board review and approve Resolution #1022 regarding Sufficiency of Instructional Materials for fiscal year 2018-19.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ Swanson ____ Crandell ____ Dawson ____ Phillips ____

- B. Updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook 113

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook.

Move: _____ Second: _____ Vote: _____

- C. Board Calendar/Future Meetings 229

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

Move: _____ Second: _____ Vote: _____

X. INFORMATION/DISCUSSION

- A. Review of Stipends 233

Recommendation: (Billie Mankey, Director of Human Resources; Song Chin-Bendib, Assistant Superintendent) The District Administration respectfully recommends the Board review and discuss stipends, and provide further direction to Administration.

Board Direction: _____

- B. 2017-2018 Smarter Balanced Assessment Results 238

Recommendation: (Ani Silva, Director of Curriculum and Special Projects; Matthew Binder, Director of Education Technology) The District Administration recommends that the Board review the 2017-2018 California Assessment of Student Performance and Progress results.

Board Direction: _____

- C. Board Goals 2018-19 240

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board discuss and approve the Board Goals, including any new additions presented at the meeting.

Board Direction: _____

D. Future Agenda Items

245

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

Cell Phone/Electronics Board Policy Review (Oct 2018)
Review of Field Trips within Pacific Grove (Dec 2018)
Foreign Language (Fall 2018)
Long Term Counseling Study (Fall 2018/Winter 2019)
Board Self Evaluation Review (Winter 2018)
Affordable Housing Project Impacts to District
Review of Classified Evaluation Process
Review of Community High School (Jan 31, 2019)
School Breakfast Program
Review of David Avenue Site Location (March 2019)

Board Direction: _____

XI. ADJOURNMENT

Next regular meeting: October 4, 2018 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of August 23, 2018 – District Office

I. OPENED BUSINESS

- A. Called to Order 7:00 p.m.
- B. Roll Call
- | | |
|-------------------------|--------------------------------------|
| Absent: | Trustee Paff |
| Clerk: | Trustee Swanson |
| Trustees Present: | Trustee Crandell |
| | Trustee Dawson |
| | Trustee Phillips |
| Administration Present: | Superintendent Porras |
| | Assistant Superintendent Chin-Bendib |
| Board Recorder: | Mandi Ackerman |
| Student Board Member: | Parker Llantero |

C. Adopted Agenda

MOTION Crandell/Dawson to adopt agenda as presented.

Public comment: none

Motion CARRIED 4 – 0

- D. Pledge of Allegiance Led By: Trustee Phillips

II. COMMUNICATIONS

A. Written Communication

The Board received communication regarding safety on campus, as well as the City of Pacific Grove Pine Avenue Project.

B. Board Member Comments

Trustee Phillips made welcome back comments, thanked Director of Facilities and Transportation Matt Kelly for the bus pass option for students this year, which was a solution to a long-standing problem. Trustee Phillips welcomed Assistant Superintendent Chin-Bendib, and thanked Trustee Dawson for continuing to serve on the Board for Community Human Services. Trustee Phillips helped host a Board sponsored lunch at Forest Grove Elementary School for staff, which was well received, and finally noted that he would not be running in the upcoming election.

Trustee Dawson made welcome back comments, visited all the school sites so far this school year and enjoyed seeing the students. Trustee Dawson assisted in hosting the Board sponsored luncheons and was delighted to be a part. Trustee Dawson said the Welcome Back Breakfast was impressive and uplifting.

Trustee Crandell made welcome back comments, welcomed Assistant Superintendent Chin-Bendib and ASB Student Representative Llantero. Trustee Crandell noted that Trustee Phillips would be missed, said she was looking forward to visiting all the school sites this year, and enjoyed the Back to School Nights so far.

Trustee Swanson made welcome back comments, noted the incredible response by Director Kelly regarding the mold issue; enjoyed the recent Back to School Nights so far.

C. Superintendent Report

Superintendent Porras welcomed Assistant Superintendent Chin-Bendib, noting she had hit the ground running. Superintendent Porras thanked staff for great Back to School Nights so far, saying the 1 Degree message is getting around. Superintendent Porras noted that Trustee Phillips would be missed.

D. PGUSD Staff Comments (Non Agenda Items)

Pacific Grove Adult Education Principal Barbara Martinez updated the Board on events at Adult Ed, childcare facility and the fall brochure.

Director of Human Resources II Billie Mankey acknowledged Director of Student Safety Barbara Martinez for organizing the substitute teacher safety training, which included the Big 5 training along with the police department, and said the substitutes were so grateful.

Pacific Grove High School Assistant Principal Shane Steinback provided an update on events at the high school including an evacuation drill which was successful, noting the students were taught the difference between Secure Campus and Lockdown/Barricade.

Pacific Grove High School Principal Matt Bell provided an update on the Monterey Peninsula College Partnership Pathways, as well as an update on events at Pacific Grove High School.

Pacific Grove Middle School Principal Sean Roach noted a wonderful start to the school year, thanked the Board for visiting on the first day of school, said the 6th grade class was adjusting quickly, and invited the Board to the upcoming Back to School Night.

Robert Down Elementary School Principal Sean Keller thanked the Board for the opportunity to be at Robert Down Elementary School, said he was having fun. Keller invited the Board to Super Saturday which would include a bike rodeo, Pacific Grove Police Department would teach students bike and helmet safety. Keller invited the Board to a Safety Night for parents.

Director of Facilities and Transportation Matt Kelly provided a transportation update, and informed the Board that the buses were compliant with the No Child Left on Board.

Pacific Grove Middle School Assistant Principal Jason Tovani invited the Board to a one-day District AVID session.

Director of Education Technology Matthew Binder provided an update on Illuminate, and expressed his thanks to the staff that helped so much in the process.

III. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Parent Carolyn Swanson thanked Director Binder for his assistance with Illuminate.

Parent Quinton Roland spoke to the Board regarding the City of Pacific Grove Pine Avenue Project, and asked the Board to add him to the agenda when the City was scheduled to come present to the Board.

IV. CONSENT AGENDA

- A. Minutes of June 7, 2018 Board Meeting
- B. Minutes of July 23, 2018 Special Board Meeting
- C. Certificated Assignment Order #1
- D. Classified Assignment Order #1
- E. Acceptance of Donations
- F. Out of County or Overnight Activities
- G. Acceptance of Quarterly Treasurer's Report
- H. 2018-19 Consolidated Application for Funding, Part 1
- I. Designation of Community Human Services Representatives
- J. Contract for Continuing Disclosure Services with Dale Scott and Company
- K. Adoption of Board Policy and Regulation 5022- Student and Family Privacy Rights
- L. Adoption of Board Policy and Regulation 6162.8- Research
- M. Adoption of Board Policy 5145.13- Education Equity: Immigration and Citizenship Status
- N. Johnson Electronics Contract for Service
- O. M3 Environmental Consulting Contract for Service
- P. McDonalds Refrigeration Contract for Service
- Q. Topes Tree Service, Inc. Contract for Service
- R. Airtec Services Contract for Service
- S. Acceptance of Measure A Security Camera Project – Alternate #2 Community High School
- T. Approval of Contract with Wonder Woofs K-9 Narcotic Search Unit
- U. Approval of Contract with San Mateo County Office of Education
- V. Approval of Contract for Service with Kate Gallaway, Math Specialist
- W. San Jose State University Student Teacher Program
- X. Monterey County Office Education Memorandum of Understanding for Educational Services Professional Development
- Y. Approval of Contract for Service with Ruben Parra, Bus Driver Trainer
- Z. Music Therapy for Special Day Classes
- AA. Contract for Services with David Sonderegger, E-Rate Filing Services

Trustee Crandell acknowledged Director of Student Services Clare Davies and Human Resources for all the outstanding hires.

Trustee Phillips pulled items Q and S.

MOTION Crandell/Dawson to approve consent agenda, except items Q and S.

Public comment: none

Motion CARRIED 4 – 0

- Q. Topes Tree Service, Inc. Contract for Service

Trustee Phillips asked about the process for selecting this company. Director Kelly noted the company does quality work, is reliable, and he trusts them regarding safety around our students.

MOTION Phillips/Crandell to approve consent agenda item Q.

Public comment: none

Motion CARRIED 4 – 0

S. Acceptance of Measure A Security Camera Project – Alternate #2 Community High School

Trustee Phillips asked for price clarification.

MOTION Phillips/Dawson to approve consent agenda, except item S.

Public comment: none

Motion CARRIED 4 – 0

V. **ACTION/DISCUSSION**

A. Adopt Resolution No. 1015 Designating Authorized Agents to Sign School Orders

MOTION Dawson/Crandell to Adopt Resolution No. 1015 Designating Authorized Agents to Sign School Orders.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

B. Adopt Resolution No. 1016 Designating Authorized Agents to Sign School Orders

MOTION Crandell/Dawson to Adopt Resolution No. 1016 Designating Authorized Agents to Sign School Orders.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

C. Approval of Resolution #1017 Authorizing State Preschool Contract

MOTION Dawson/Crandell to Adopt Resolution No. 1017 Authorizing State Preschool Contract.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

D. Pacific Grove Middle School Campus Monitor

Director Mankey presented information to the Board. Several Trustees discussed concerns over finance, including urging Administration to use the funds towards counseling services rather than security services. The Board discussed with Pacific Grove Middle School Principal Roach and Assistant Principal Tovani the need for additional campus supervision.

MOTION Crandell/Dawson to approve the Pacific Grove Middle School Campus Monitor.

Public comment: none

Motion CARRIED 3 – 1

E. Board Calendar/Future Meetings

MOTION Crandell/Phillips to approve the Board meeting calendar.

Public comment: none

Motion CARRIED 4 – 0

VI. INFORMATION/DISCUSSION

A. Pacific Grove Unified School District Safety Update

Director of Student Safety Martinez presented information to the Board including the scheduled Emergency Response Training scheduled for August 31 for all site safety teams; safety protocols in place at all the school sites; two school sites had already practiced drills this school year; working on a supplies needs assessment; successful substitute teacher safety training; lock-blocks installed at all sites; school site safety plans have been updated; information on the Sandy Hook Promise program.

Trustee Swanson thanked Director Martinez, noting the definitive answers to parents concerns and questions.

B. Review of Prior Year Property Tax Revenue

Assistant Superintendent for Business Services Song Chin-Bendib presented information to the Board. Trustee Phillips expressed concerns over unfunded liabilities. Chin-Bendib discussed information with the Board.

C. Review of District Enrollment Report for 2018-19

Assistant Superintendent for Business Services Chin-Bendib presented information to the Board.

D. Facilities Project Updates

Director Kelly presented updates to the Board.

Public comment:

Parent Carolyn Swanson asked if the water had been tested for lead. Director Kelly confirmed the lead testing had been performed.

D. Future Agenda Items

Updates to Board Policies in the Parents Rights Handbook (September 20)
 Review of Stipends (~~September 6~~)
 Foreign Language (Fall 2018)
 Long Term Counseling Study (Fall 2018/Winter 2019)
 Board Self Evaluation Review (Winter 2018)
 Affordable Housing Project Impacts to District
 Review of Classified Evaluation Process
 Review of Community High School
 School Breakfast Program

The Board asked to move the Review of Stipends to a later date.

The Board discussed this item and noted the September 6, 2018 regularly scheduled Board meeting would not have a quorum. The meeting was cancelled and a Special Board meeting was added on Tuesday, September 11 at 6pm.

**MOTION Crandell/Dawson to approve the added Special Board meeting on
Tuesday, September 6, 2018.
Public comment: none
Motion CARRIED 4 – 0**

VII. ADJOURNED

9:32 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 September 11, 2018 – District Office

I. OPENED BUSINESS

- A. Called to Order 6:01 p.m.
- B. Roll Call
- | | |
|-------------------------|-----------------------|
| President: | Trustee Paff |
| Clerk: | Trustee Swanson |
| Trustees Present: | Trustee Crandell |
| | Trustee Dawson |
| | Trustee Phillips |
| Administration Present: | Superintendent Porras |
| | Song Chin-Bendib |
| Board Recorder: | Mandi Ackerman |
| Student Board Member: | |

C. Adopted Agenda

Changes to the Board agenda include additional informational pages for the Action/Discussion Item G Unaudited Financial Report; additional pages for the Action/Discussion Item D Before and After School Recreation Program Client Agreement Schedule A Fee Schedule. Copies available to the public.

MOTION Crandell/Swanson to adopt agenda as amended.

Public comment: none

Motion CARRIED 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)
2. Personnel Matter

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 6:03 p.m.

III. RECONVENED IN OPEN SESSION 7:00 p.m.

A. Reported action taken in Closed Session:

1. Consideration Of Student Discipline (1 Case) (Education Code Section 48915)

The Board discussed this item and voted unanimously to approve the stipulated expulsion for case number 011819 for the remainder of the fall 2018 through the spring 2019, referred to Monterey County Office of Education.

2. Personnel Matter

The Board discussed this item and gave direction to Administration.

B. Pledge of Allegiance

Led By: Trustee Paff

IV. ACTION/DISCUSSION

A. Approve Resolution #1019 for the Gann Limits for 2017-18 and 2018-19

MOTION Crandell/Swanson to approve Resolution #1019 for the Gann Limits for 2017-18 and 2018-19.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

B. Approve Resolution #1020 Conflict of Interest Code

MOTION Swanson/Phillips to approve Resolution #1020 Conflict of Interest Code.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

C. Out of County or Overnight Activities

MOTION Crandell/Phillips to approve the Out of County or Overnight Activities.

Public comment: none

Motion CARRIED 4 – 0

D. Before and After School Recreation Program (BASRP) Client Agreement with Unity FI Solutions dba SchoolWorks

The Board asked several questions regarding this item including liability and security of information. Forest Grove Elementary School Principal Buck Roggeman addressed Board questions.

MOTION Swanson/Phillips to approve the Before and After School Recreation Program (BASRP) Client Agreement with Unity FI Solutions dba SchoolWorks.

Public comment: none

Motion CARRIED 4 – 0

E. Pacific Grove High School Athletic Trainer Contract for Services

The Board asked how this item is funded. Pacific Grove High School Principal Matt Bell addressed Board questions.

MOTION Crandell/Swanson to approve the Pacific Grove High School Athletic Trainer Contract for Services.

Public comment: none

Motion CARRIED 4 – 0

F. 2018-19 Budget Revision #1

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

MOTION Phillips/Crandell to approve the 2018-19 Budget Revision #1.

Public comment: none

Motion CARRIED 4 – 0

G. Acceptance of the 2017-18 Unaudited Financial Report

Assistant Superintendent Chin-Bendib acknowledged the Business Office staff including Nancy Bernahl, Elyse Thomas, Denise Engles, Monica Valero and Human Resources Personnel Specialist Angela Lippert for their hard work and support.

MOTION Paff/Crandell to acceptance of the 2017-18 Unaudited Financial Report.

Public comment:

Motion CARRIED

H. Local Control Accountability Plan Review

Director of Curriculum and Special Projects Ani Silva presented information to the Board. Director of Education Technology Matthew Binder addressed Board questions.

No Action Taken.

I. Resolution #2021 to Submit an Application to for a California Energy Commission Grant Awarding an Electric Bus

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

Public comment:

Parent Carolyn Swanson asked about safety features. Director Kelly answered her questions.

MOTION Swanson/Crandell to approve the Resolution #2021 to Submit an Application to for a California Energy Commission Grant Awarding an Electric Bus.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

J. Board Calendar/Future Meetings

MOTION Crandell/Swanson to approve the Board meeting calendar.

Public comment:

Motion CARRIED

V. INFORMATION/DISCUSSION

A. Future Agenda Items

Updates to Board Policies in the Parents Rights Handbook (September 20)
Review of Stipends (September 20)
Foreign Language (Fall 2018)
Long Term Counseling Study (Fall 2018/Winter 2019)
Board Self Evaluation Review (Winter 2018)
Affordable Housing Project Impacts to District
Review of Classified Evaluation Process
Review of Community High School
School Breakfast Program

Trustee Phillips requested a review of David Avenue location by Spring of 2019.

Trustee Crandell asked for a review of the current cell phone/electronics Board policy in the near future.

Review of Community High School will be included at the school site visit on January 31, 2019.

VI. ADJOURNED

8:40 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

SUBJECT: Certificated Assignment Order #2

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

RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #2

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. 2
September 20, 2018**

ADDITIONAL ASSIGNMENTS:

Diane Grindol, PGAE, Program Specialist for Adults With Disabilities Program, 4 hrs./week, paid per timesheet effective August 13, 2018

Richard Cassam, PGAE, Program Specialist for CTE, 4 hrs./week, paid per timesheet effective August 13, 2018

Zephyr Whitaker Adams, PGAE, Program Specialist for Preschool, 8 hrs./week, paid per timesheet effective August 13, 2018

Margaret Rice, PGHS Counselor, 4 Year Plans, paid per timesheet at the PGTA hourly instructional rate, effective 2018-19 School Year (funded through 10th Grade Counseling)

2018-19 PGHS Stipends, paid according to the PGTA Bargaining Agreement Exhibit 17

Employee	Assignment	% Stipend	Funding	Amount
Teresa Hruby	Band (Fall / Spring)	1.0	GF	\$2,610 each
Michelle Bouleware	Choral Saturday Class	1.0	GF	\$10,000 (paid Quarterly \$2,500)
Michelle Bouleware	Vocal Music Performance	1.0	GF	\$1,179
Michelle Bouleware	Musical Advisor	1.0	GF	\$3,016
Lillian Griffiths & Katie Selfridge	Drama Coach	0.50/0.50	GF	\$1,501 each
Alex Morrison	Yearbook	1.0	GF	\$4,749
Brad Woodyard	CHS Lead Teacher	1.0	GF	\$8,177

2018-19 PGHS Department Chairs, paid according to the PGTA Bargaining Agreement, base amount \$300 with an additional \$20 increment per section

Employee	Assignment	Total Sections	Funding
Nicole Bulich	Dept. Chair, English	29	GF
Sally Richmond	Dept. Chair, Math	28	GF
Kim Shurtz	Dept. Chair, Social Science	25	GF
Mark Afifi	Dept. Chair, Science	22	GF
Desma Johnson	Dept. Chair, World Language	16	GF
Nick Lackey	Dept. Chair, Spec. Ed.	15	GF
Donna O'Donnell Smith	Dept. Chair, Physical Ed.	10	GF
Matt Kelly	Dept. Chair, CTE	8	GF
Jenn Erickson	Dept. Chair, CTE	7	GF

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 2
September 20, 2018**

2018-19 PGHS Fall Sports Stipends

Employee	Assignment	% Stipend	Funding	Amount
Todd Buller	Athletic Director	0.33	GF	\$2,362.14
Chris Morgan	Varsity Football Coach	.5	GF	\$2,147.50
Andrew Chyo	Varsity Football Assistant Coach	.5	GF	\$1,443
John Montenez	Varsity Football Assistant Coach	.5	GF	\$1,551
Jeff Gray	Varsity Football Assistant Coach	.5	GF	\$1,551
Todd Buller	Varsity Football Assistant Coach	.5	GF	\$1,551
Jeremiah Smith	JV Football Coach	1.0	GF	\$2,886
Jeff Bautista	JV Football Assistant Coach	.5	GF	\$1,551
Molly Kennedy	Varsity Volleyball Coach	1.0	GF	\$3,995
Marcia Cody	JV Volleyball Coach	1.0	GF	\$2,684
Kathy Buller	Girls' Tennis Coach	1.0	GF	\$3,108
Steve Watkins	Cross Country Coach	1.0	GF	\$3,341
Bob Sevene	Cross Country Assistant Coach	1.0	Athletics	\$2,684
Linda Lyon	Spirit Squad Coach	1.0	GF	\$3,002
Becky Goldfinch	Girls' Golf Coach	1.0	GF	\$3,108

2018-19 PGMS Stipends, paid according to the PGTA Bargaining Agreement Exhibit 17

Employee	Assignment	% Stipend	Funding	Amount
Barbara Priest	Instrumental Music Performance	1.0	GF	\$2,949
Jared Masar	Vocal Music Performance	1.0	GF	\$1,097
Jo Lynne Costales	Yearbook	1.0	GF	\$1,909
Alix Foster	Science School Coordinator	1.0	GF	\$400
Keith Wolhart	Stage Crew	1.0	ASB	\$1,031

2018-19 PGMS Department Chairs, paid according to the PGTA Bargaining Agreement, base amount \$300 with an additional \$20 increment per section

Employee	Assignment	Total Sections	Funding
Susan Torres	English	18	GF
Sue Gaul	History	22	GF
Ivy Kong	Math	25	GF
Chip Dorey/Linda Goulet	P.E./Electives	32 (16 each)	GF
Lisa McBride	Science	18	GF
Pam Gaul	Special Education	16	GF

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 2
September 20, 2018**

2018-19 PGMS Fall Sports Stipends

Employee	Assignment	% Stipend	Funding	Amount
Audrey Kitayama	Athletic Director	1.0	GF	\$2,841
Audrey Kitayama	Girls' Volleyball Grade 6	1.0	GF	\$1,336
Kristy Sebok	Girls' Volleyball Grade 7	1.0	GF	\$1,243
Kyle Mountain	Girls' Volleyball Grade 8	1.0	GF	\$1,156
Nancy Da Silva	Boys' Volleyball Grade 6/7/8	1.0	GF	\$1,156
John Kiely	Girls' Soccer	1.0	GF	\$1,336
Andres Rodriguez	Boys' Soccer	1.0	GF	\$1,243
Dennis Rosen	Wrestling	1.0	GF (reassigned from unassigned sport)	\$1,336

2018-19 PGMS Lunch Clubs, 45 minutes per day, 1 day per week, paid at the PGTA hourly non-instructional rate, funded through PTA and paid per time sheet:

Employee	Assignment
Barbara Priest	Music Club
Amy Tulley	Dance Club
Darcy Tuinenga	Star Club
Greg Enterline	Garden Club

SUBSTITUTES:

Angelee Brockmeyer
Elizabeth Manicchia
Trevor McGreal

SUBJECT: Classified Assignment Order #2

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

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #2

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 ORDER NO. 2
September 20, 2018**

NEW HIRE:

Sofia Snyder, District Paraprofessional, Itinerant Part-time 6.5 hours per day, 5 days per week, 180 day work calendar, Range 37, Step A, effective September 17, 2018 (new position)

TEMPORARY SHORT-TERM ASSIGNMENT:

AVID TUTORS, PGMS/PGHS, not to exceed 7.25 hours per week, paid per time sheet, Range 30, Step A, effective September 4, 2018 through May 30, 2019 only (funded through AVID Grant)

Lindsay Bryan

Estefany Castillo

Andrew Chyo

Kameron Herrera

Samantha Vargas

ADDITIONAL ASSIGNMENT:

Summer Coe, PGAE Clerk III, Part time, 4 hrs./day, 3 days per week, 11.5 month work calendar, Range 33, Step C + shift differential, effective August 28, 2018 (replaces Desiree Babas)

SUBJECT: Out of County or Overnight Activities

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

RECOMMENDATION:

The Administration recommends that the Board approve or receive 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 list identifies an overnight/Out of County/State trip(s) being proposed by a school site at this time.

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

OUT-OF-COUNTY OR OVERNIGHT ACTIVITIES

<u>DATE</u> <u>DESTINATION</u>	<u>STUDENTS/CLASS</u> <u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
October 5 Woodside High School Woodside, CA	PGHS Robotics Club FRC Robotics Competition	Auto	\$550	ASB Club Funds
November 8 Madera High School Madera, CA	PGHS Robotics Club Robotics Competition	Auto	\$1324	ASB Club Funds

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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 TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. I understand.

Date of Activity 10/05/2018 Day of Activity Friday and Saturday

Location of Activity Woodside HS City Woodside County San Mateo

School PG High School Class or Club Robotics Grade Level/s 9-12

School Departure Time 6:00 AM

Pickup Time from Place of Activity 10:00 PM

Name of Employee Accompanying Students Roby Hyde and/or Sally Richmond

Number of Adults 5 Number of Students 20

Description of Activity/Educational Objective
Compete in FRC Robotics competition

List All Stops Woodside High School

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autos sar
(Teacher initials)

**If using District vans, driver names must be listed: _____

Cost of Activity \$ 550 + Cost of Transportation \$ _____ = Total \$ 550.00

Fund/s to be charged for all activity expenses () Students (x) Club () PG Pride () Other _____

Account Code: Wells Fargo Bank - Robotics Account - #8994873977/#801

Requested by: Sally Richmond / Sally Richmond Date 08/03/2018
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 08/24/2018

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____
Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval 09/20/2018

Does form need board approval Yes

PACIFIC GROVE UNIFIED SCHOOL DISTRICT 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 TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT.

For ALL other activities, submit request two weeks in advance of activity.

Date of Activity 11/08/2018 Day of Activity Thursday night through Sunday

Location of Activity Madera High School City Madera County Madera

School PG High School Class or Club Robotics Grade Level/s 9-12

School Departure Time 3:00 PM

Pickup Time from Place of Activity 9:00 PM

Name of Employee Accompanying Students Sally Richmond and/or Roby Hyde

Number of Adults ⁴ _____ Number of Students ²⁰ _____

Description of Activity/Educational Objective
Compete in robotics competition

List All Stops

Means of Transportation: Auto*

* Board Regulation 3541.1 Requirements will be complied with when using private Autosar

**If using District vans, driver names must be listed:_____

$$\text{Cost of Activity } \$1175.20 + \text{Cost of Transportation } \$148.24 = \text{Total } \$1,323.44$$

Fund/s to be charged for all activity expenses () Students (x) Club () PG Pride () Other _____

Account Code: Wells Fargo ASB Account - #8994873977/801 Robotics

Requested by: Sally Richmond / Sally Richmond Date 08/28/2018
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 08/30/2018

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received _____

Cost Estimate \$

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval 09/20/2018

Does form need board approval Yes

SUBJECT: Warrant Schedule 597, 598, 599

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

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have reviewed 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 June 1, 2018 through August 31, 2018.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Agenda Item F

WARRANT SCHEDULE NO. 597

Warrants- Payroll

JUNE 2018

Certificated-	Regular 06/05/18	\$	0
	Regular 06/10/18	\$	9,463.43
	Regular 06/15/18	\$	3,920.28
	Regular 06/30/18	\$	1,470,417.00
Total Certificated		\$	<u>1,483,800.71</u>
Other-	Regular 06/05/18	\$	0
	Regular 06/10/18	\$	0
	Regular 06/15/18	\$	0
	Regular 06/30/18	\$	0
Total Other		\$	<u>0</u>
Classified-	Regular 06/05/18	\$	0
	Regular 06/10/18	\$	24,645.59
	Regular 06/15/18	\$	10,593.00
	Regular 06/30/18	\$	546,155.26
Total Classified		\$	<u>581,393.85</u>
<u>TOTAL PAYROLL</u>		\$	<u>2,065,194.56</u>

Warrants- AP

Warrants <u>12401296</u> through <u>12401307</u> (05/31/18)	\$	<u>11,094.96</u>
Warrants <u>12402179</u> through <u>12402228</u> (06/05/18)	\$	<u>78,729.47</u>
Warrants <u>12403053</u> through <u>12403072</u> (06/07/18)	\$	<u>101,749.23</u>
Warrants <u>12404068</u> through <u>12404106</u> (06/12/18)	\$	<u>180,960.83</u>
Warrants <u>12404889</u> through <u>12404900</u> (06/14/18)	\$	<u>111,560.35</u>
Warrants <u>12405875</u> through <u>12405886</u> (06/19/18)	\$	<u>28,958.64</u>
Warrants <u>12406596</u> through <u>12406604</u> (06/21/18)	\$	<u>11,868.27</u>
Warrants <u>12409263</u> through <u>12409286</u> (06/28/18)	\$	<u>345,240.95</u>
<u>TOTAL WARRANTS</u>	\$	<u>2,935,357.26</u>

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Agenda Item F

WARRANT SCHEDULE NO. 598

Warrants- Payroll

JULY 2018

Certificated-	Regular 07/05/18	\$	0
	Regular 07/10/18	\$	69,562.36
	Regular 07/15/18	\$	0
	Regular 07/31/18	\$	174,148.47
Total Certificated		\$	<u>243,710.83</u>
Other-	Regular 07/05/18	\$	0
	Regular 07/10/18	\$	1,486.92
	Regular 07/15/18	\$	0
	Regular 07/31/18	\$	562.86
Total Other		\$	<u>2,049.78</u>
Classified-	Regular 07/05/18	\$	0
	Regular 07/10/18	\$	192,445.31
	Regular 07/15/18	\$	172.00
	Regular 07/31/18	\$	321,893.70
Total Classified		\$	<u>514,511.01</u>
<u>TOTAL PAYROLL</u>		\$	<u>760,271.62</u>

Warrants- AP

Warrants <u>12410637</u> through <u>12410653</u> (07/03/18)	\$	<u>35,643.05</u>
Warrants <u>12412213</u> through <u>12412375</u> (07/12/18)	\$	<u>398,128.40</u>
Warrants <u>12413224</u> through <u>12413244</u> (07/17/18)	\$	<u>81,842.78</u>
Warrants <u>12413927</u> through <u>12413936</u> (07/19/18)	\$	<u>39,187.11</u>
Warrants <u>12414608</u> through <u>12414618</u> (07/24/18)	\$	<u>63,079.73</u>
Warrants <u>12415345</u> through <u>12415351</u> (07/26/18)	\$	<u>62,192.79</u>
Warrants <u>12415910</u> through <u>12415932</u> (07/31/18)	\$	<u>50,537.39</u>
<u>TOTAL WARRANTS</u>	\$	<u>1,490,882.87</u>

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Agenda Item F

WARRANT SCHEDULE NO. 599

Warrants- Payroll

AUGUST 2018

Certificated-	Regular 08/05/18	\$	0
	Regular 08/10/18	\$	0
	Regular 08/15/18	\$	0
	Regular 08/30/18	\$	1,651,295.91
Total Certificated		\$	<u>1,651,295.91</u>
Other-	Regular 08/05/18	\$	0
	Regular 08/10/18	\$	0
	Regular 08/15/18	\$	0
	Regular 08/30/18	\$	0
Total Other		\$	<u>0</u>
Classified-	Regular 08/05/18	\$	31,062.16
	Regular 08/10/18	\$	2,347.08
	Regular 08/15/18	\$	0
	Regular 08/30/18	\$	647,835.90
Total Classified		\$	<u>681,245.14</u>
<u>TOTAL PAYROLL</u>		\$	<u>2,332,541.05</u>

Warrants- AP

Warrants <u>12417465</u> through <u>12417465</u> (08/09/18)	\$	<u>9,000.00</u>
Warrants <u>12419304</u> through <u>12419353</u> (08/21/18)	\$	<u>378,626.22</u>
Warrants <u>12419956</u> through <u>12420000</u> (08/23/18)	\$	<u>186,663.27</u>
Warrants <u>12421205</u> through <u>12421245</u> (08/28/18)	\$	<u>132,523.88</u>
Warrants <u>12421725</u> through <u>12421751</u> (08/30/18)	\$	<u>66,367.85</u>
<u>TOTAL WARRANTS</u>	\$	<u>3,105,722.27</u>

SUBJECT: Acceptance of Donations

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

RECOMMENDATION:

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

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

None

Pacific Grove High School

None

Pacific Grove Community High School

None

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

James & Betty Allen	\$ 20 undesignated (in memory of Joan Nattress)
Charlene Howell Lowery	\$ 200 undesignated (in memory of Joan Nattress)
Patricia Ishizuka	\$ 50 undesignated (in memory of Joan Nattress)
Barbara Thomas	\$1,000 undesignated (in memory of Joan Nattress)
James & Rita Sturgeon	\$ 25 undesignated (in memory of Joan Nattress)
Alyce Thompson	\$ 100 undesignated (in memory of Joan Nattress)

Pacific Grove Unified School District

None

SUBJECT: Declaration of Surplus Property for 2018 Butterfly Parade Bazaar

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

RECOMMENDATION:

The District Administration recommends that the Board declare the identified property as surplus and authorize sale and disposal in accordance with Board Policy 3270 in conjunction with the Butterfly Bazaar.

BACKGROUND:

Under the provisions of the Education Code, school districts are permitted to dispose of surplus material in several different ways. For many years the Pacific Grove Unified School District has put surplus or obsolete material up for public sale at the Butterfly Bazaar.

INFORMATION:

In accordance with Board Policy 3270, the Board is to be informed of the items to be considered surplus and must authorize disposition. The Administration requests authorization to hold a public sale in conjunction with the Butterfly Bazaar for the purpose of disposing of the surplus property identified as follows:

- Surplus furniture
- Surplus non-functioning, electronic equipment
- Obsolete textbooks
- Miscellaneous obsolete and/or non-functioning items no longer usable within the District
- Some of the specific items include:
 - File Cabinets
 - Obsolete computers
 - Obsolete office equipment
 - Tables
 - Desks
 - Chairs
 - Outdated textbooks

The following details apply to this sale:

1. The sale will be held on Saturday, October 6, 2018 at Robert Down School from 10:00 a.m. to 2:00 p.m.
2. No individual item is worth more than \$2,500. (Therefore advertising is not required)
3. All material for sale has been reviewed by District and site personnel and has been deemed to be in excess of our current needs.
4. Obsolete textbooks will be made available to the public at no cost for use for educational purposes, in accordance with Board Policy 3270.
5. Those items which are unsold will be deemed worthless and discarded at a public disposal site.

FISCAL IMPACT:

Any funds raised during the sale will be added to the District General Fund as additional revenue.

SUBJECT: California Educational Technology Professionals Association and Microsoft Strategic Alliance Program Purchasing Agreement

PERSON(S) RESPONSIBLE: Bruce Cates, Director of Education and Information Technology

RECOMMENDATION:

The District Administration Recommends the Board review and approve the current California Educational Technology Professionals Association and Microsoft Strategic Alliance Program Purchasing Agreement.

BACKGROUND:

The District uses Microsoft operating systems and programs such as Microsoft Office. This purchase covers licenses for all equipment using Microsoft licenses at all PGUSD sites, TK-AdultEd

INFORMATION:

CETPA is the California Educational Technology Professionals Association is a non-profit membership organization, comprised of Educational Technology Professionals (technologists) who support schools in California and outlying areas. CAMSA (CEPTA and Microsoft Strategic Alliance Program is a California statewide purchasing contract with Microsoft for the Educational Enrollment Solution (EES) program. This contract can serve as a master purchasing vehicle for K-12 educational institutions in the state of California. Offering major discounts and simplifying the license purchase process, this consortium includes over 70% of LEAs in California who would not qualify for this type of pricing on their own.

The agreement allows us to install and update our Microsoft operating systems and Microsoft Office installation as needed during the contract period.

The licensing includes:
 Microsoft IT Academy
 Microsoft Virtual Desktops
 Remote Desktop Services
 Office 365
 Visio
 Servers

FISCAL IMPACT:

\$17,969.80

Enrollment for Education Solutions

Enrollment Number <i>Microsoft to complete</i>	65782843	Qualifying Enrollment Number (if applicable) <i>Partner to complete</i>	
Previous Enrollment Number (if applicable) <i>Partner to complete</i>			

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enrollment for Education Solutions is entered into between the entities identified on the signature form as of the effective date.

This Enrollment consists of: (1) these terms and conditions, including Exhibit A (Supplemental Terms and Conditions for Online Services), if Institution's Campus and School Agreement is a version 2009 or earlier, (2) the terms of the Campus and School Agreement identified on the signature form, (3) any Product Selection Form, supplemental contact information form, Previous Agreement/Enrollment form and other forms that may be required, and (4) any order submitted under this Enrollment. This Enrollment may only be entered into under version 3.4 or later Campus and School Agreement. By entering into this Enrollment, Institution agrees to be bound by the terms and conditions of the Campus and School Agreement.

Effective date. If Institution is renewing Software Assurance or Subscription Licenses from one or more previous enrollments or agreements, then the effective date will be the day after the first prior enrollment or agreement expires or terminates. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to "anniversary date" refers to the anniversary of the effective date each year this Enrollment is in effect.

Term. This Enrollment will expire either 12 or 36 full calendar months from the Enrollment Effective Date, depending on Institution's election below, but may be terminated earlier as provided in Institution's Campus and School Agreement. *Please select **only one** initial Enrollment term option:*

	12 Full Calendar Months		36 Full Calendar Months
--	----------------------------	--	----------------------------

Prior Enrollment(s). If renewing Software Assurance or Subscription Licenses from another enrollment or agreement, the previous enrollment or agreement number must be identified in the respective boxes above. If renewing from multiple enrollments or agreements, or transferring Software Assurance or MSDN details, the Previous Agreement/Enrollment form must be used.

Terms and Conditions

- Definitions.

Terms used but not defined in this Enrollment will have the definition in the Campus and School Agreement. The following definitions also apply:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Institution under this Enrollment.

“Alumni” means any Graduate or former Student, Faculty or Staff of Institution.

“Customer,” as used in certain supplemental forms (for example, the signature form), has the same meaning as “Institution.”

“Desktop Platform Product” means any Product identified in the Product Terms as such and that Institution chooses to license under this Enrollment. Desktop Platform Products may only be licensed on an Organization-wide basis under this program.

“Enterprise Product” means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

“Faculty” means any employee, contractor, or volunteer who teaches or performs research for Institution and uses a Qualified Device.

“Graduate” means a Student who has (1) completed a grade or a level in a school or an educational institution in the Organization that qualifies the Student for enrollment into college or university or (2) earned a diploma or degree from a college or university in the Organization.

“Institution” means the entity that is (1) a Qualified Educational User (as defined at <http://www.microsoft.com/licensing/contracts>) as of the effective date of this agreement that has entered into this agreement with Microsoft or (2) an Affiliate of Institution that has entered into an Enrollment under this agreement. If Institution is a school district, “Institution” includes all participating schools in the same district.

“Managed Device” means any device on which any member of the Organization directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

“Organization-wide Count” means the total quantity of Faculty and Staff in the Organization as listed in the table in the section of this Enrollment titled “Choosing licensing options; license grant.”

“Platform Online Service” means any Online Service identified on the Product Terms as such and that Institution chooses to license under this Enrollment. Platform Online Services are treated as Online Services, except as otherwise noted.

“Previous Enrollment or Agreement” means a School Subscription Enrollment, a Campus Subscription Enrollment, an Enrollment for Education Solutions, or an Open Value Subscription Agreement for Education Solutions.

“Qualified Device” means any device that is used by or for the benefit of the Organization or by or for the benefit of Students enrolled in the Organization and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment) or (2) a device used to access a virtual desktop infrastructure (“VDI”). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, Institution may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Organization as a Qualified Device for all or a subset of Enterprise Products or Online Services Institution has selected.

“Qualified User” means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software or any Online Service. It does not

include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

“Qualifying Enrollment” means an Enrollment for Education Solutions, the minimum requirements of which were met (*i.e.*, a Qualifying Enrollment was not used) and which was entered into by Institution or Institution’s Affiliate, each active and valid upon signing of this Enrollment. Institution must have been included in the Organization under an Enrollment for Education Solutions that is used as the Qualifying Enrollment.

“Reseller” means an entity authorized by Microsoft to resell Licenses under this program and engaged by Institution to provide pre- and post-transaction assistance related to this agreement.

“Staff” means any non-Faculty employees, contractors and volunteers who perform work for Institution and use an Institution Qualified Device.

“Student” means any individual enrolled in any educational institution that is part of Institution’s Organization whether on a full-time or part-time basis.

“Student Count” means the total quantity of Students in the Organization as listed in the table in the section titled “Licensing options; license grant.”

“Student Qualified Device” means a Qualified Device owned, leased, or controlled by a Student or owned, leased, or controlled by the Organization and assigned for individual, dedicated use by a Student.

“Use Rights” means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

- Order requirements
- *Minimum requirements for Enrollment for Education Solutions.*

This Enrollment allows Institution to license Products on a subscription basis across its Organization. Institution defines its Organization and can select from two different licensing options ((1) Faculty and Staff or (2) Students), depending on the Users it wishes to enable to use the Products licensed.

The minimum requirements for this Enrollment are as follows:

 - Institution must order at least one Desktop Platform Product for an Organization-wide Count of at least 1,000; OR
 - Institution must order at least one Platform Online Service for Faculty and Staff in a quantity of at least 1,000; OR
 - Institution must order at least one Desktop Platform Product for a Student Count of at least 1,000; OR
 - Institution must order at least one Platform Online Service for Students in a quantity of at least 1,000.

These minimum requirements are waived if Institution has a Qualifying Enrollment. Microsoft may refuse to accept this Enrollment if it has a business reason for doing so. At the end of the applicable term, Institution has the option to extend the Enrollment, enter into a new Enrollment, let allow the Enrollment expire, or, if applicable, purchase perpetual Licenses using the buy-out option.
- *Minimum order requirements.*

Institution must submit an order within 30 days of the effective date of the Enrollment. Institution may subsequently submit orders for Products that were not

part of its initial order, provided Institution orders such Products in the same calendar month in which the Organization initially uses them. The following terms apply to initial orders and non-anniversary orders for Products not previously ordered:

- Institution's initial order must include (A) Licenses for at least one Desktop Platform Product in a quantity equal to Institution's Organization-wide Count or Student Count or (B) Licenses for all Users of Platform Online Services, provided there are at least 1,000 such Users.
- Institution must order Licenses for Desktop Platform Products and all component products that are part of the Desktop Platform Products in a quantity equal to its Organization-wide Count.
- Institution must order Licenses for all of its Users of Platform Online Services and must have a minimum of 1,000 such Users.
- Provided the minimum ordering requirements under this Enrollment have been satisfied, Institution may generally order Licenses for Additional Products in any quantity needed to cover its Users of such Products. For certain Additional Products designated in the Product Terms, however, Institution must order Licenses in a quantity equal to its Organization-wide Count.
- If Institution selects the Student licensing option, except for Online Services and certain other Products designated in the Product Terms, it must order Licenses in a quantity equal to its Student Count. Once the minimum ordering requirements under this Enrollment have been satisfied, under the Student licensing option, Institution may order additional Licenses for Online Services other than Platform Online Services in any quantity sufficient to cover all Users, regardless of the Student Count.
- **Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Institution's use of that Product during that term.
- **Adding more copies of Products previously ordered (non-anniversary).**
- For Desktop Platform Products and Additional Products licensed Organization-wide, Institution is not required to obtain additional Licenses based on increases in the Organization-wide Count or Student Count after the date of the order. Institution must provide Microsoft with an updated Organization-wide Count and Student Count, however, on each anniversary of the Enrollment Effective Date during the Licensed Period.
- Except as provided in subsection 2(b)(i) above, Institution's right to run Additional Products and Online Services is based on the number of Licenses Institution has acquired for such Products. At any time during the Licensed Period (including any extension), Institution may only run the number of copies of a Product permitted by the Licenses purchased. Institution may order additional Licenses for Products as needed to run additional copies of Products.

Microsoft will invoice Institution's Reseller for such Products ordered on a pro-rated basis based on the greater of (i) the number of full calendar months remaining in the Licensed Period or (ii) six months. Microsoft will invoice the Reseller for Online Services ordered on a pro-rated basis based on the number of full calendar months remaining in the Licensed Period. If Institution subsequently orders Licenses for Additional Products that were not included on Institution's initial order, Microsoft will use the price list in effect on the date of the invoice to

charge Institution's Reseller for the additional Licenses. If Institution subsequently orders additional Licenses for Products that were included in Institution's initial order, Microsoft will use the price list in effect when the product was initially ordered to charge Institution's Reseller for the additional Licenses.

- **Extension orders and subsequent annual orders.** Institution must submit extension orders as follows:
- **One-year Licensed Period.** Institution must submit an extension order to extend the Enrollment for another Licensed Period. Microsoft must receive the extension order prior to the expiration of the Licensed Period. Institution may change the Product selection and quantity of Licenses ordered in each extension order.
- **Three-year Licensed Period.** Microsoft must receive an anniversary order prior to each anniversary of the Enrollment Effective Date of the three-year Licensed Period. Microsoft must receive any extension order prior to the expiration of the initial three-year Licensed Period. Each anniversary order must include Licenses for at least the same types and quantities of Products as Institution ordered during the year following the Enrollment Effective Date, except for step-ups and any Additional Products not ordered Organization-wide. When placing anniversary orders, Institution may order fewer Licenses for Online Services than the quantity of Institution's initial order as long as the anniversary order meets the minimum requirements for Platform Online Services.
- **Buy-out order.** If a buy-out option is available, Institution may order perpetual Licenses for Desktop Platform Products and Additional Products licensed Organization-wide in an amount at least equal to the Organization-wide Count, but not more than the number of Qualified Devices in the Organization on the date of the buy-out order. The number of perpetual Licenses Institution may order for Additional Products shall be equal to the lowest number of Licenses ordered during any of the three 12-month periods immediately preceding the expiration of the Enrollment.
- **How to confirm orders.** Microsoft will publish password-protected information about orders placed by Institution, including an electronic confirmation of each order, at <https://www.microsoft.com/licensing/servicecenter> or a successor site. Upon Microsoft's acceptance of this Enrollment, the individual designated by Institution as its Online Administrator will be granted access to this site.
- **Step up licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite. The order requirements set forth in subsection 2e above apply to all step-ups.
- **Pricing.**
- **Subscription price.** This section shall not apply to Products licensed to Institution at special promotion prices to distributor or reseller, as applicable.
- **One-year Licensed Period.** Microsoft will not increase the price it charges to the reseller for an annual extension of a License by more than ten percent (10%) (as determined with reference to U.S. funds, regardless of the currency in which amounts are invoiced or payment is made) over the immediately preceding 12-month Licensed Period if Institution submits an extension order prior to the expiration of the Enrollment for the same Products in the same quantities as ordered in the expiring Licensed Period.
- **Three-year Licensed Period.** If Institution chooses a three-year Licensed period and complies with the ordering requirements in the agreement, for any Products ordered during the Licensed Period, Microsoft will charge the distributor or reseller the same

price for a License on each anniversary order as when Institution first ordered the Product, except for step-ups.

- **Price levels.** Institution's Organization-wide Count or Student Count, as applicable, determines the price level of Desktop Platform Products. If Institution chooses to extend this Enrollment, the price level will be reset at the start of the extension term based on Institution's Organization-wide Count and/or Student Count at the time the extension order is placed. There are no price levels for Additional Products. Institution's price level does not change during the term of the Enrollment.

	1,000	A
	3,000	B
	10,000	C
	25,000	D

	1,000	A
	3,000	B
	10,000	C
	25,000	D

- **Setting Prices.** The price Institution will pay to license the Products will be determined by agreement between Institution and its reseller. However, Microsoft will provide the reseller with pricing at the outset of this Enrollment and will not increase the prices that it charges the reseller for the Products during the term of the Enrollment.
- **Work at home rights.**

During the Licensed Period, Faculty and Staff who are the primary users (as defined in the Product Terms) of an Institution Qualified Device running one or more Products licensed by Institution may run one copy of each licensed Product on a home PC that they own or lease (or, for work at home rights for a Client Access License, to access the server Products licensed by Institution from a home PC that they own or lease), solely for work-related purposes. The total number of Faculty and Staff exercising work at home rights for Desktop Platform Products and Additional Products licensed Organization-wide may not exceed Institution's Organization-wide Count. For other Additional Products, the total number of Faculty and Staff exercising work at home rights may not exceed the number of Licenses Institution has acquired for such Additional Products. If Institution upgrades the Product on the Qualified Device used by a Faculty or Staff member, the corresponding copy of the Product run on a home PC may likewise be upgraded. Work at home rights for Faculty or Staff automatically terminate upon cessation of employment by or other affiliation with Institution, and the Product may no longer be run on the home PC. Though Microsoft may offer both work at home rights and home use program rights under Software Assurance for a Product, Institution must choose to utilize either work at home rights or home use program rights for such Product, but not both.

- Perpetual Licenses for Graduates.

Institution may, at any time during the Enrollment term, transfer certain Licenses to run Products on a Student Qualified Device to any Graduate. Institution must provide each such Graduate with a license agreement in the form provided by Microsoft. Upon the Graduate's acceptance of the terms of the license agreement, the Graduate's right to run the Products identified in the license confirmation becomes perpetual. *Institution may not, however, transfer rights related to access Licenses, including CALs, or to Online Services to Graduates.*

- Education Server Platform Licensing Option.

If Institution licenses one or more of the CAL Products and corresponding Server Platform Products listed in the table below for the aggregate of Institution's Organization-wide Count (at least 1,000) and Student Count (at least 1,000), Institution may run unlimited instances of any edition of the corresponding server Products that constitute the Server Platform Products available through this Enrollment.

Unless Institution chooses to step up to a higher Product edition, Institution must order the Products selected from the table below as part of each anniversary order. If there is an increase in Institution's Organization-wide Count or Student Count, Institution must submit an order for all CAL and Server Platform Products equal to the new count. Institution may aggregate the number of Licenses for CAL Products ordered under a Qualifying Enrollment to satisfy quantity requirements of this Enrollment, provided that such Qualifying Enrollment or its successor is valid and in effect during the term of this Enrollment.

Server Platform Products licensed under this licensing option may only be used by Faculty and Staff and Students in the Organization and by licensed external users using the Server Platform Products for the benefit of the Organization.

Licenses acquired under this section may not be transferred to Graduates. Institution may buy out CAL Products, but not Licenses for Server Platform Products acquired under these terms.

Institution is prohibited from transferring Licenses acquired under this section.

Institution's use of the Products that constitute the Server Platform Products is subject to the Product Terms for the Server Platform Products.

	CAL Product Selected	Server Platform Product Selected	Server Product included for Unlimited Deployment
	SQL Server CALs	SQL Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, plus all editions of BizTalk Server and associated external connectors.
	Core CALs (acquired standalone or as part of a platform)	Core Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products, and associated external connectors.

	Enterprise CALs (acquired standalone, as a step-up, or as part of a platform)	Enterprise Server Platform Academic	Unlimited Licenses for all editions of the corresponding server Products and external connectors, plus System Center 2012 Datacenter and Windows Rights Management Service External Connector.
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- Qualifying systems Licenses.

The desktop operating system Licenses granted under this program are upgrade Licenses only. Full desktop operating system Licenses are not available under this program. If Institution selects the Windows Desktop Operating System Upgrade, all Qualified Devices on which Institution runs the Windows Desktop Operating System Upgrade must be licensed to run one of the qualifying operating systems identified in the Product Terms at <http://www.microsoft.com/licensing/contracts>.

- End of Enrollment term and termination.
- **General.** Microsoft will notify Institution in writing prior to the expiration of the Enrollment. The notice will advise Institution of the option to (1) extend the Enrollment, (2) submit a new Enrollment, (3) exercise the buy-out option, or (4) allow the Enrollment to expire. Microsoft will not unreasonably reject any extension order or new Enrollment. However, Microsoft may make a change to this program that will make it necessary for Institution to enter into a new agreement prior to extending or submitting new Enrollment. Each Licensed Period will start the day following the expiration of the prior Licensed Period.
- **Renewal option.**
 - **One-year Licensed Period.** Institution may elect to extend an initial one-year Licensed Period for (1) up to five consecutive terms of 12 full calendar months or (2) one term of 36 full calendar months.
 - **Three-year Licensed Period.** Institution may elect to extend an initial three-year Licensed Period for either (1) up to three terms of 12 full calendar months or (2) one term of 36 full calendar months.
- **If Institution elects not to renew.**
 - **Buy-out option.** Institution may elect to obtain perpetual Licenses for Products licensed under this Enrollment, provided it has licensed such Products under one or more Enrollments (including any extensions) under the Agreement (or a predecessor agreement) for at least 36 full calendar months immediately preceding expiration of this Enrollment. To exercise its buy-out option, Institution must submit a buy-out order no more than 30 days prior to expiration of the Enrollment. The expiration date will be the invoice date for the buy-out order. The buy-out option is not available for Products licensed under the Student licensing option. Except as specifically provided otherwise in the Use Rights, perpetual Licenses acquired through the buy-out option are device Licenses. For example, a License is required for each PC on which Institution desires to run Office.

- **Expiration of Enrollment.** Institution may allow the Enrollment to expire. If the Enrollment expires, all software Products must be uninstalled and destroyed, and Organization must discontinue use. Because all Licenses acquired under this agreement are temporary, Institution will not be eligible to obtain Software Assurance for those Licenses under any other Microsoft Volume licensing program without first acquiring a perpetual License or License and Software Assurance (L&SA).
- **Termination for cause.** Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the agreement.
- **Early termination.** If Institution terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Institution’s Reseller a credit for any amount paid in advance for the period after termination.

Enrollment Details

- Defining Institution’s Organization.

Define the Organization by choosing one of the options below. *Please select **only one** option.*

	Institution and all of its Affiliates, departments and school locations (<i>do not</i> list any entity in the below list)
	Institution only (including all of its departments and school locations, but not including any Affiliates) (<i>do not</i> list any entity in the below list)
	Institution <i>plus</i> the listed Affiliate(s) and/or department(s), school location(s), and/or clearly defined User group(s) if Affiliate is a school without departments or school locations, of Affiliate(s) (please list the Affiliate(s), department(s), school location(s) and/or User group(s) of Affiliate(s) below)
	The listed department(s), school location(s), and/or clearly defined User group(s) if Institution or Affiliate is a school without departments or school locations, of Institution and any of its Affiliates, and any Affiliate(s) (please list department(s), school location(s) and/or User group(s) and any Affiliate(s) below)

If Institution chooses to enroll specific departments, school locations, and/or clearly defined User groups, Institution must provide the department, school location, and/or defined User group names. If the department, school location, or User group is part of an Affiliate, Institution must also provide the name of the Affiliate. A department includes all segments of a department (*e.g.*, a business school should include the business library). A department must be for educational purposes. Open access labs and other resource support centers do not qualify as separate

departments.

List of participating Affiliates, departments, school locations, and/or clearly defined User groups

Institution may attach pages to this Enrollment if additional rows are needed.

- Licensing options; license grant.

Choosing a licensing option. *Institution may license Desktop Platform Products and Additional Products licensed Organization-wide for (1) Faculty and Staff and/or (2) Students. Institution must indicate the option(s) it chooses by marking the applicable box below and provide its initial Organization-wide Count and/or Student Count, as applicable. Institution must select at least one licensing option.*

Licensing Options.

- **Faculty and Staff:** If Institution selects this option, Institution's Organization-wide Count must include all Faculty and Staff in its Organization. In calculating its Organization-wide Count, Institution must count a full-time member of its Faculty and Staff as 1, a part-time member of its Faculty as 1/3, and a part-time member of its Staff as 1/2.
- **Students:** If Institution selects this option, Institution's Student Count must include all of the Students in its Organization. In calculating its Student Count, Institution must count a full-time Student as 1 and a part-time Student as 1/3.

Institution must provide an Organization-wide Count and/or Student FTE count even if only ordering Platform Online Services to meet Enrollment minimum requirements.

1. Faculty and Staff		233
2. Students		2000

License grant. So long as Institution places orders pursuant to the Agreement and this Enrollment for any required Licenses and pays per the agreement with its reseller, Institution (and/or its Students, as applicable) will have the following rights during the term of this Enrollment:

- If the Faculty and Staff option is chosen, each Qualified User in the Organization (including Students and public users of Qualified Devices in an open lab) may run the Desktop Platform Products and the Additional Products licensed on an Organization-wide basis on any Institution Qualified Device. Institution is not required to count members of the public who access PCs that remain in Institution's open access labs or libraries. Institution may not permit remote access to software installed on PCs in open access labs or libraries. In the case of CALs, Institution may assign (1) a device CAL to each Institution Qualified Device and (2) a user CAL to each Faculty and Staff member, in both cases to access Institution's associated server software.
- If the Student option is chosen, each Student in the Organization may run one instance of

the licensed Desktop Platform Products and one instance of any Additional Products licensed Organization-wide on a Student Qualified Device. In the case of CALs, Institution may assign a user CAL to each Student to access Institution's associated server software. Student's right to use the software shall be governed by and subject to the relevant sections of the most current Product Terms.

- Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Institution consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- **Primary contact.** This contact is the primary contact for the Enrollment from within Institution. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes.

Name of entity (must be legal entity name)* Pacific Grove Unified School District

Contact name: First* Bruce **Last*** Cates

Contact email address* bcates@pgusd.org

Street address* 435 Hillcrest Ave

City* Pacific Grove

State/Province* CA

Postal code* 93950-

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone 831-646-6525

Tax ID

** indicates required field*

- **Notices contact and Online Administrator.** This contact (1) receives the contractual notices and (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others.

Same as primary contact (default if no information is provided below, even if box is not checked)

Contact name: First* Bruce **Last*** Cates

Contact email address* bcates@pgusd.org

Street address* 435 Hillcrest Ave

City* Pacific Grove

State/Province* CA

Postal code* 93950 -

(For U.S. addresses, please provide the zip + 4, e.g. xxxxx-xxxx)

Country* United States

Phone 831-646-6525

Language preference. Choose the language for notices. English

This contact is a third party (not Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Institution and its Affiliates.

** indicates required field*

- **Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name: First* Bruce **Last*** Cates

Contact email address* bcates@pgusd.org

Phone 831-646-6525

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required field*

- **Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* SHI International Corp.

Street address (PO boxes will not be accepted)* 290 Davidson Ave

City* Somerset

State/Province* NJ

Postal code* 08873

Country* United States

Contact name: First* Peter **Last*** Armstrong

Phone 888-764-8888

Contact email address* msteam@shi.com

** indicates required field*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* Peter Armstrong

Printed name* Peter Armstrong

Printed title*

Date*

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Institution must choose a replacement Reseller. If Enrolled Institution or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 30 days prior to the date on which the change is to take effect.

- If Enrolled Institution requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- Additional Notices Contact
- Software Assurance Manager
- Subscriptions Manager

- Customer Support Manager (CSM) contact
- **Microsoft account manager.** Provide the Microsoft account manager contact for Institution.

Microsoft account manager name:

Microsoft account manager email address: @Microsoft.com

Exhibit A

Supplemental Terms and Conditions for Online Services

If Institution orders Online Services and its Campus and School Agreement is a version 2009 or earlier, these Supplemental Terms and Conditions for Online Services (“Supplemental Terms”) apply in addition to the other terms of the Agreement and Enrollment.

1. Definitions.

Capitalized terms used but not defined herein shall have the meanings given them in the Agreement and/or Enrollment. The following definitions replace or supplement the definitions in the Agreement and/or Enrollment, as appropriate:

“Institution Data” means all data, including all text, sound, software, or image files that are provided to Microsoft by, or on behalf of, Institution through Institution’s use of the Online Services.

“Online Services” means the Microsoft-hosted services identified in the Online Services section of the Product Terms.

“Product” means all products identified on the Product Terms, such as all software, Online Services and other web-based services, including pre-release or beta versions. Products may be available under programs that vary by region.

“Service Level Agreement” means the document specifying the standards to which Microsoft agrees to adhere and by which it measures the level of service for an Online Service.

2. Limited Warranty for Online Services.

Microsoft warrants that the Online Services will perform in accordance with the applicable Service Level Agreement. This limited warranty is for the duration of Institution’s use of the Online Service, subject to the notice requirements in the applicable Service Level Agreement. If Microsoft fails to meet this limited warranty and Institution notifies Microsoft within the warranty period, then Microsoft will provide the remedies identified in the Service Level Agreement for the affected Online Service. These are Institution’s only remedies for breach of the limited warranty, other than remedies required to be provided under applicable law.

This limited warranty is subject to the following limitations:

- the limited warranty does not cover problems caused by accident, abuse or use in a manner inconsistent with the Agreement and/or Enrollment, as applicable, or the Product Use Rights, or resulting from events beyond Microsoft’s reasonable control;
- the limited warranty does not apply to components of Products that Institution is permitted to redistribute;
- the limited warranty does not apply to free, trial, pre-release, or beta products; and
- the limited warranty does not apply to problems caused by the failure to meet minimum system requirements.

OTHER THAN THIS LIMITED WARRANTY, MICROSOFT PROVIDES NO OTHER

EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS. MICROSOFT DISCLAIMS ANY IMPLIED REPRESENTATIONS, WARRANTIES OR CONDITIONS, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE OR NON-INFRINGEMENT. THESE DISCLAIMERS APPLY UNLESS APPLICABLE LAW DOES NOT PERMIT THEM.

Any warranties, guarantees, or conditions not able to be disclaimed as a matter of law last for one year from the start of the limited warranty.

3. Institution's agreement to protect.

Institution will defend Microsoft against any claims made by an unaffiliated third party that:

- any Institution Data or non-Microsoft software Microsoft hosts on Institution's behalf infringes the third party's patent, copyright, or trademark or makes unlawful use of its Trade Secret; or
- arises from a violation of the Acceptable Use Policy, which is described in the Product Use Rights.

Institution must pay the amount of any resulting adverse final judgment (or settlement to which Institution consents). This section provides Microsoft's exclusive remedy for these claims.

Microsoft must notify Institution promptly in writing of a claim subject to this section.

Microsoft must (1) give Institution sole control over the defense or settlement of such claim and (2) provide reasonable assistance in defending the claim. Institution will reimburse Microsoft for reasonable out of pocket expenses that it incurs in providing assistance.

4. Limitation on liability.

To the extent permitted by applicable law, the total liability of each party, including its Affiliates and its contractors, for all claims arising under the Agreement is limited to direct damages up to the amount Institution was required to pay for the Online Service during the 12 months before the cause of action arose; provided that in no event will a party's aggregate liability for any Online Service exceed the amount paid for that Online Service under the applicable Enrollment. In the case of Online Services provided free of charge, or code that Institution is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages and capped at U.S. \$5,000. These limitations apply regardless of whether the asserted liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, or any other legal theory. However, the limitations in this section will not apply to:

- Microsoft's obligations under the section of the Agreement titled "Defense of infringement, misappropriation, and third party claims" or Institution's obligations under the section of these Supplemental Terms titled "Institution's agreement to protect";
- liabilities arising out of any breach by either party of its obligations under the section of the Agreement entitled "Confidentiality", except that Microsoft's liability arising out of or in relation to Institution Data shall in all cases be limited as provided above for the applicable Online Service; and
- a violation by either party of the other party's intellectual property rights.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, WHATEVER THE LEGAL BASIS FOR THE CLAIM, NEITHER PARTY, NOR ANY OF ITS AFFILIATES OR CONTRACTORS, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION ARISING IN CONNECTION WITH THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY

FORESEEABLE. HOWEVER, THIS EXCLUSION DOES NOT APPLY TO EITHER PARTY'S LIABILITY TO THE OTHER FOR VIOLATION OF (1) ITS CONFIDENTIALITY OBLIGATIONS (EXCEPT TO THE EXTENT THAT SUCH VIOLATION RELATES TO INSTITUTION DATA), (2) THE OTHER PARTY'S INTELLECTUAL PROPERTY RIGHTS, OR (3) OBLIGATIONS IN THE SECTION OF THE AGREEMENT TITLED "DEFENSE OF INFRINGEMENT, MISAPPROPRIATION, AND THIRD PARTY CLAIMS" OR INSTITUTION'S OBLIGATIONS IN THE SECTION OF THESE SUPPLEMENTAL TERMS TITLED "INSTITUTION'S AGREEMENT TO PROTECT."

5. Applicability of Supplemental Terms.

These Supplemental Terms apply only to Institution's purchase and use of Online Services. Services (e.g., consulting or professional services) and Products other than Online Services remain subject to the terms of the Agreement and/or the Enrollment, as applicable, and any terms referenced therein. In the case of any conflict between these Supplemental Terms and the terms and conditions of the Agreement and/or Enrollment that are not expressly resolved by their terms, these Supplemental Terms control.

Program Signature Form

Consent Agenda Item I

MBA/MBSA number			000-cgodfrey-E-979
Agreement number	01C35680		

Note: Enter the applicable active numbers associated with the documents below.
Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, “Customer” can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Enrollment for Education Solutions	X20-14279
CAMPUS Amendment	EES05; EES03 (NEW)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Name of Entity (must be legal entity name)* Pacific Grove Unified School District Signature* Printed First and Last Name* Printed Title Signature Date* Tax ID

** indicates required field*

Microsoft Corporation
Signature Printed First and Last Name Printed Title Signature Date <small>(date Microsoft Affiliate countersigns)</small>

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*
--

** indicates required field*

Name of Entity (must be legal entity name)* Signature* Printed First and Last Name* Printed Title Signature Date*
--

** indicates required field*

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
Dept. 551, Volume Licensing
6100 Neil Road, Suite 210
Reno, Nevada 89511-1137
USA

Amendment to Contract Documents

Enrollment Number

000-cgodfrey-E-979

These amendments are entered into between the parties identified on the attached program signature form. They amend the Enrollment or Agreement identified above. All terms used but not defined in these amendments will have the same meanings provided in that Enrollment or Agreement.

Enrollment for Education Solutions Early Termination Amendment ID EES05

The parties agree to amend the Enrollment by adding the following section:

Termination of a prior Campus Subscription Enrollment, School Subscription Enrollment or Enrollment for Education Solutions. Institution seeks early termination of subscription enrollment number(s) 85921550 (the "Prior Subscription Enrollment(s)").

Microsoft will terminate the Prior Subscription Enrollment(s) on 31 May 2018 ("Termination Date"). Microsoft shall void any outstanding invoices to Institution's reseller under the Prior Subscription Enrollment(s) as of the Termination Date. All copies of Products installed under the Prior Subscription Enrollment(s) must be uninstalled, except for those copies included under this Enrollment.

If the Termination Date is mid-term of the Prior Subscription Enrollment(s), Microsoft will apply a credit against Microsoft's invoice to Institution's reseller for the first year of this Enrollment corresponding to unused coverage under the Prior Subscription Enrollment(s) as of the Termination Date. In these cases, Microsoft will provide Institution's Reseller with a detailed price sheet for the credit. Institution's actual pricing will be provided by Institution's Reseller.

If this Enrollment is new, the Enrollment's effective date will be the day after the Termination Date.

Reseller acknowledgement

Name of Reseller
Printed Name
Printed Title
Date

Reseller Signature

Enrollment for Education Solutions

Licensed Period 6-59 Months

Amendment ID EES03

Consent Agenda Item I

Notwithstanding anything to the contrary or in addition to any terms in the Enrollment, the Enrollment is amended as follows:

Enrollment section entitled "Enrollment Term" is hereby replaced in its entirety with the following:

This Enrollment will expire 14 full calendar months from the Enrollment Effective Date ("Licensed Period") and may be terminated earlier as provided in the Agreement.

If the Licensed Period is greater than 36 months, Institution may terminate the Enrollment at the conclusion of the 36th month without penalty by providing Microsoft with at least 30 days' written notice of its intent to terminate the Enrollment. If Institution has not timely provided such notice as of the first day of the 37th month of the Licensed Period, the Enrollment shall continue in full force and effect for the remainder of the Licensed Period.

Upon Microsoft's acceptance of the Enrollment and this Enrollment amendment, Microsoft will invoice Institution's reseller for the number of full calendar months corresponding to the term of the Licensed Period. Prices for Licenses are based on a standard order equal to twelve (12) full calendar months of License coverage. Microsoft will increase the amount invoiced to Institution's reseller by sixteen and sixty-seven hundredths percent (16.67%) because the term of the Enrollment is longer. Thereafter, Microsoft will invoice any extension order for twelve (12) full calendar months of License coverage.

Reseller acknowledgement

Name of Reseller

Printed Name

Printed Title

Date

Reseller Signature

Except for changes made by these amendments, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in these amendments and any provision in the Enrollment or Agreement identified above, these amendments shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(EES05)EESEnrAmend(EarlyTermination)(WW)(ENG)(Aug2017)(IU).docx		EES05	G
(EES03)EESEnrAmend(LicensedPeriod6-59months)(WW)(ENG)(Aug2017)(IU).docx		EES03	B

SUBJECT: Elementary Next Generation Science Standards Professional Development

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with William Franzell from the Monterey County Office of Education.

BACKGROUND:

In September of 2013, the State Board of Education adopted the Next Generation Science Standards (NGSS). The new standards require a different approach to lesson design that relies on the integration of scientific disciplinary core ideas (DCI): Physical, Life, and Earth/Space. Students demonstrate their understanding of these concepts through performance expectations implementing science and engineering practices (SEP) and crosscutting concepts (CCC). Please see the attached document regarding NGSS conceptual shifts.

INFORMATION:

Will Franzell, MS Educational Administrator, Science from the Monterey County office of Education will provide 4 days of professional development for our elementary teachers at Forest Grove on September 25 and January 15 and Robert Down on September 26, and January 16. The workshop will inspire elementary teachers with a hands-on approach to facilitating NGSS science lessons, understand phenomena-based instruction and integrate science with mathematics, language arts, English language arts, English language development, and social studies.

FISCAL IMPACT:

\$5200



Educational Services

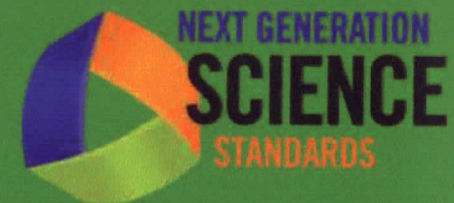
NGSS for Teachers



K- 5th Grade Teachers

This NGSS workshop will inspire elementary educators with a hands-on approach to facilitating Science lessons in the classroom. Understand phenomena-based NGSS instruction AND how to seamlessly integrate Science with Common Core Standards in Mathematics, Language Arts, English Language Development, and Social Science. Come join us as we explore, explain, and engage in the conceptual shifts needed for high quality Science education!

21 Sc 44.956	53 I 126.904	58 Ce 140.116
52 Te 127.6	89 Ac 227	68 Er 167.259



Facilitator:

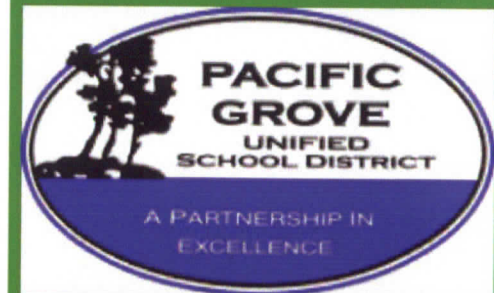
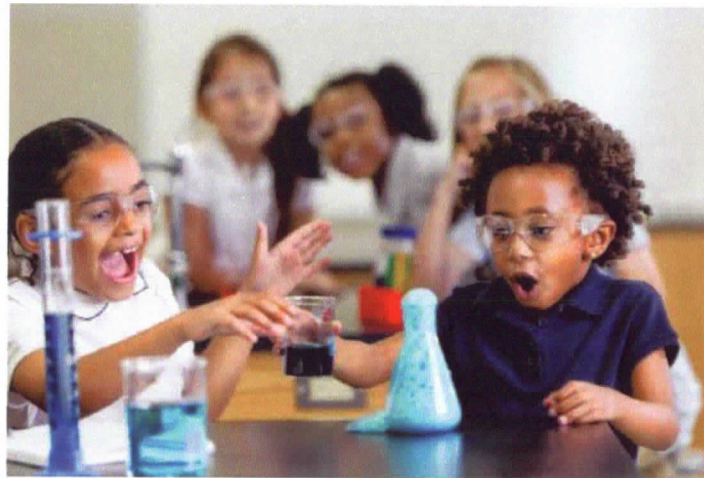
Will Franzell 

Forest Grove, September 25, 2018 and January 15, 2019

Location: On Site

Robert Down, September 26, 2018 and January 16, 2019

Location: On Site



April 2013 NGSS Release Page 1 of 5

APPENDIX A – Conceptual Shifts in the Next Generation Science Standards

The Next Generation Science Standards (NGSS) provide an important opportunity to improve not only science education but also student achievement. Based on the Framework for K–12 Science Education, the NGSS are intended to reflect a new vision for American science education. The following conceptual shifts in the NGSS demonstrate what is new and different about the NGSS:

1. K-12 Science Education Should Reflect the Interconnected Nature of Science as it is Practiced and Experienced in the Real World.

“The framework is designed to help realize a vision for education in the sciences and engineering in which students, over multiple years of school, actively engage in scientific and engineering practices and apply crosscutting concepts to deepen their understanding of the core ideas in these fields.”¹

The vision represented in the Framework is new in that students must be engaged at the nexus of the three dimensions:

1. Science and Engineering Practices, 2. Crosscutting Concepts, and 3. Disciplinary Core Ideas.

Currently, most state and district standards express these dimensions as separate entities, leading to their separation in both instruction and assessment. Given the importance of science and engineering in the 21

st

century, students require a sense of contextual understanding with regard to scientific knowledge, how it is acquired and applied, and how science is connected through a series of concepts that help further our understanding of the world around us. Student performance expectations have to include a student’s ability to apply a practice to content knowledge. Performance expectations thereby focus on understanding and application as opposed to memorization of facts devoid of context. The Framework goes on to emphasize that:

“...learning about science and engineering involves integration of the knowledge of scientific explanations (i.e., content knowledge) and the practices needed to engage in scientific inquiry and engineering design. Thus the framework seeks to illustrate how knowledge and practice must be intertwined in designing learning experiences in K–12 science education.”

2

1

(2011). A Framework for K-12 Science Education: Practices, crosscutting concepts, and core ideas. (p. 10). Washington, DC: The National Academies Press. Retrieved from http://www.nap.edu/catalog.php?record_id=13165 2

(2011). A Framework for K-12 Science Education: Practices, crosscutting concepts, and core ideas. (p. 11). Washington, DC: The National Academies Press. Retrieved from http://www.nap.edu/catalog.php?record_id=13165

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2. The Next Generation Science Standards are student performance expectations – NOT curriculum. Even though within each performance expectation Science and Engineering Practices (SEP) are partnered with a particular Disciplinary Core Idea (DCI) and Crosscutting Concept (CC) in the NGSS, these intersections do not predetermine how the three are linked in curriculum, units, or lessons. Performance expectations simply clarify the expectations of what students will know and be able to do by the end of the grade or grade band. Additional work will be needed to create coherent instructional programs that help students achieve these standards.

As stated previously, past science standards at both the state and district levels have treated the three dimensions of science as separate and distinct entities leading to preferential treatment in assessment or instruction. It is essential to understand that the emphasis placed on a particular Science and Engineering Practice or Crosscutting Concept in a performance expectation is not intended to limit instruction, but to make clear the intent of the assessments.

An example of this is illustrated in two performance expectations in high school physical sciences that use the practice of modeling. Models are basically used for three reasons: 1) to represent or describe; 2) to collect data; or 3) to predict. The first use is typical in schools since models and representations are usually synonymous. However, the use of models to collect data or to predict phenomena is new, for example:

Construct models to explain changes in nuclear energies during the processes of fission, fusion, and radioactive decay and the nuclear interactions that determine nuclear stability.

and

Use system models (computer or drawings) to construct molecular-level explanations to predict the behavior of systems where a dynamic and condition-dependent balance between a reaction and the reverse reaction determines the numbers of all types of molecules present.

In the first performance expectation, models are used with nuclear processes to explain changes. A scientific explanation requires evidence to support the explanation, so students will be called upon to construct a model for the purpose of gathering evidence to explain these changes. Additionally, they will be required to use models to both explain and predict the behavior of systems in equilibrium. Again, the models will have to be used to collect data, but they will be further validated in their ability to predict the state of a system. In both cases, students will need a deep understanding of the content, as well as proficiency in the ability to construct and use models for various applications. The practice of modeling will need to be taught throughout the

April 2013 NGSS Release Page 3 of 5

year—and indeed throughout the entire K–12 experience—as opposed to during one two-week unit of instruction.

The goal of the NGSS is to be clear about which practice students are responsible for in terms of assessment, but these practices and crosscutting concepts should occur throughout each school year.

3. The Science Concepts in the NGSS Build Coherently from K–12. The focus on a few Disciplinary Core Ideas is a key aspect of a coherent science education. The Framework identified a basic set of core ideas that are meant to be understood by the time a student completes high school:

“To develop a thorough understanding of scientific explanations of the world, students need sustained opportunities to work with and develop the underlying ideas and to appreciate those ideas’ interconnections over a period of years rather than weeks or months [1]. This sense of development has been conceptualized in the idea of learning progressions [1, 25, 26]. If mastery of a core idea in a science discipline is the ultimate educational destination, then well-designed learning progressions provide a map of the routes that can be taken to reach that destination. Such progressions describe both how students’ understanding of the idea matures over time and the instructional supports and experiences that are needed for them to make progress.”³

There are two key points that are important to understand:

- First, focus and coherence must be a priority. What this means to teachers and curriculum developers is that the same ideas or details are not covered each year. Rather, a progression of knowledge occurs from grade band to grade band that gives students the opportunity to learn more complex material, leading to an overall understanding of science by the end of high school. Historically, science education was taught as a set of disjointed and isolated facts. The Framework and the NGSS provide a more coherent progression aimed at overall scientific literacy with instruction focused on a smaller set of ideas and an eye on what the student should have already learned and what they will learn at the next level.
- Second, the progressions in the NGSS automatically assume that previous material has been learned by the student. Choosing to omit content at any grade level or band will impact the success of the student in understanding the core ideas and put additional responsibilities on teachers later in the process.

3

(2011). A Framework for K-12 Science Education: Practices, crosscutting concepts, and core ideas. (p. 26). Washington, DC: The National Academies Press. Retrieved from http://www.nap.edu/catalog.php?record_id=13165

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4. The NGSS Focus on Deeper Understanding of Content as well as Application of Content. The Framework identified a smaller set of Disciplinary Core Ideas that students should know by the time they graduate from high school, and the NGSS are written to focus on the same. It is important that teachers and curriculum/assessment developers understand that the focus is on the core ideas—not necessarily the facts that are associated with them. The facts and details are important evidence, but not the sole focus of instruction. The Framework states:

“The core ideas also can provide an organizational structure for the acquisition of new knowledge. Understanding the core ideas and engaging in the scientific and engineering practices helps to prepare students for broader understanding, and deeper levels of scientific and engineering investigation, later on—in high school, college, and beyond. One rationale for organizing content around core ideas comes from studies comparing experts and novices in any field. Experts understand the core principles and theoretical constructs of their field, and they use them to make sense of new information or tackle novel problems. Novices, in contrast, tend to hold disconnected and even contradictory bits of knowledge as isolated facts and struggle to find a way to organize and integrate them [24]. The assumption, then, is that helping students learn the core ideas through engaging in scientific and engineering practices will enable them to become less like novices and more like experts.”⁴

5. Science and Engineering are Integrated in the NGSS, from K–12. The idea of integrating technology and engineering into science standards is not new. Chapters on the nature of technology and the human-built world were included in Science for All Americans (AAAS 1989) and Benchmarks for Science Literacy (AAAS 1993, 2008). Standards for “Science and Technology” were included for all grade spans in the National Science Education Standards (NRC 1996).

Despite these early efforts, however, engineering and technology have not received the same level of attention in science curricula, assessments, or the education of new science teachers as the traditional science disciplines have. A significant difference in the Next Generation Science Standards (NGSS) is the integration of engineering and technology into the structure of science education. This integration is achieved by raising engineering design to the same level as scientific inquiry in classroom instruction when teaching science disciplines at all levels and by giving core ideas of engineering and technology the same status as those in other major science disciplines.

4

(2011). A Framework for K-12 Science Education: Practices, crosscutting concepts, and core ideas. (p. 25). Washington, DC: The National Academies Press. Retrieved from http://www.nap.edu/catalog.php?record_id=13165

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The rationale for this increased emphasis on engineering and technology rests on two positions taken in A Framework for K–12 Science Education (NRC 2011). One position is aspirational, the other practical.

From an aspirational standpoint, the Framework points out that science and engineering are needed to address major world challenges such as generating sufficient clean energy, preventing and treating diseases, maintaining supplies of food and clean water, and solving the problems of global environmental change that confront society today. These important challenges will motivate many students to continue or initiate their study of science and engineering.

From a practical standpoint, the Framework notes that engineering and technology provide opportunities for students to deepen their understanding of science by applying their developing scientific knowledge to the solution of practical problems. Both positions converge on the powerful idea that by integrating technology and engineering into the science curriculum, teachers can empower their students to use what they learn in their everyday lives.

6. The NGSS are designed to prepare students for college, career, and citizenship. There is no doubt that science and science education are central to the lives of all Americans. Never before has our world been so complex and science knowledge so critical to making sense of it all. When comprehending current events, choosing and using technology, or making informed decisions about one's healthcare, understanding science is key. Science is also at the heart of the United States' ability to continue to innovate, lead, and create the jobs of the future. All students no matter what their future education and career path must have a solid K–12 science education in order to be prepared for college, careers, and citizenship.

7. The NGSS and Common Core State Standards (English Language Arts and Mathematics) are Aligned. The timing of the release of NGSS comes as most states are implementing the Common Core State Standards (CCSS) in English Language Arts and Mathematics. This is important to science for a variety of reasons. First, there is an opportunity for science to be part of a child's comprehensive education. The NGSS are aligned with the CCSS to ensure a symbiotic pace of learning in all content areas. The three sets of standards overlap in meaningful and substantive ways and offer an opportunity to give all students equitable access to learning standards.

Some important work is already in progress regarding the implications and advantages to the CCSS and NGSS. Stanford University recently released 13 papers on a variety of issues related to language and literacy in the content areas of the CCSS and NGSS.⁵

⁵ Stanford University. (2012). Understanding language. Retrieved from <http://ell.stanford.edu/papers>.



Monterey County Office of Education
Memorandum of Understanding
Educational Services
2017-2018

1. **GENERAL:** This Memorandum of Understanding (MOU) is between the Monterey County Office of Education (MCOE) and the Pacific Grove Unified (DISTRICT). The term of this MOU commences on August 1, 2018 and terminates on January 31, 2019.

2. **SERVICES:**

- a. MCOE agrees to provide the following services to the DISTRICT:

<input type="checkbox"/> Language and Literacy (ELA/ELD)	<input type="checkbox"/> Mathematics
<input checked="" type="checkbox"/> Science	<input type="checkbox"/> Positive School Culture
<input type="checkbox"/> LCFF/LCAP	<input type="checkbox"/> Educational Technology
<input type="checkbox"/> Leadership	<input checked="" type="checkbox"/> Coaching
<input type="checkbox"/> Parent Education	<input type="checkbox"/> Technical Assistance
<input type="checkbox"/> Assessment	<input type="checkbox"/> Other

- b. Description of Services:

MCOE (educational services) STEAM Administrator(s): William Franzell, M.S. will facilitate 4 professional learning opportunities for / at Pacific Grove Unified District with K - 8th grade teachers. Teachers will be provided with essential resources and strategies to support implementation of Next Generation Science Standards content, including Math and ELA /ELD / literacy skills.
 LCAP GOAL -

3. **RESPONSIBILITY OF THE PARTIES:**

- a. MCOE agrees to the following:

- ☐ **Planning:** Planning Session with Ani Silva before September 1, 2018
- ☐ **Service Delivery:** 4 professional learning sessions
- ☐ **Follow-up:** Follow-up debrief and planning

- b. DISTRICT agrees to the following:

- ☐ **Facilities & Technology:** Provide reasonable accommodations for hosting the presentation with adequate room space, seating arrangements, and technical support.
- ☐ **Resources & Supplies:**
- ☐ **Attendance:** Provide MCOE with the total number of participants at least one (1) week before the training

4. **PAYMENT:**

- a. **Districts/Schools:** DISTRICT shall pay MCOE in consideration of such services a total fee not to exceed \$ 5,200.

Contract #

- b. **Direct Service Districts:** DISTRICT will apply and deduct all Direct Service funds available to DISTRICT. See attached worksheet.
- c. **Transfer of funds:** Payment will be made in the form of a fund transfer after the work has been completed. The total sum to be transferred under this agreement shall be paid by January 31, 2019.
5. **INDEMNIFICATION:** DISTRICT shall hold MCOE, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of MCOE, its officers, agents or employees taken under this Agreement.
6. **TERMINATION:** This Agreement is subject to termination upon thirty (30) days written notice. In the event of early termination by DISTRICT, DISTRICT shall pay MCOE for all actual costs incurred through the effective date of termination.
7. **GOVERNING LAW:** The terms and conditions of the Agreement shall be governed by the laws of the State of California conducted in Monterey County, California.
8. **MODIFICATION OR ASSIGNMENT:**
This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by MCOE and authorized representatives of the parties involved.

**MONTEREY COUNTY OFFICE
OF EDUCATION (MCOE)**

By: _____
Signature

Garry Bousum
Typed Name

Associate Superintendent
Title

January 31, 2019

Date

SCHOOL DISTRICT (DISTRICT)

By: _____
Signature

Typed Name

Title

Date

EDUCATIONAL SERVICES (MCOE)

By: _____
Signature

Caryn Lewis, Assistant Superintendent
Title

SUBJECT: Contract for Services with Linda Vrijenhoek

PERSON(S) RESPONSIBLE: Matt Bell, Community High School Principal

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Linda Vrijenhoek to tutor targeted students at Community High School.

BACKGROUND:

Last year, Community High received some funding from Title I to address learning needs focused on the large population of Socio-Economic Disadvantaged (SED) students. The position was filled by retired special education teacher, Linda Vrijenhoek mid-year. Linda was able to meet with a variety of students, some on a regular basis and others as needed on a weekly basis. This proved very valuable for the targeted students as some – particularly those with attentional issues and special education students – responded very positively to individual attention.

INFORMATION:

Title I funding was reduced for the 2018-19 school year leaving Community High School without funding for the year and hence the tutoring. The Title I funding from last year was applied to a number of projects ranging from an Outdoor Educational Specialist, tutoring, field trips, funding for students to attend MPC, the garden, and other projects. The tutoring was deemed as the highest need for the school this year.

FISCAL IMPACT:

The total cost for the school year for 2.5 hours per week at the instructional rate will be no more than \$3,000. Funding will be coming from the general fund for this year.

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

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

Linda Vrijenhoek for services rendered as specified below.

1. Scope of Service:

To provide Tutoring for small groups in math and English.

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

Improvement of grades and credits earned.

3. Length of the Contract:

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

September 24, 2018 through May 31, 2019

4. Financial Consideration:

Consultant to be paid at the rate of: Instructional rate

Not to exceed \$3,000.00/year (\$ per hr/day/other)

for 2.5 hours/week on average (hours/days/other)

School Funding Source: PGCHS General/Administrative Fund

Account Code: 01-0000-0-3200-1000-5800-00-007-1105-0720

Consultant (Please print) Linda Vrijenhoek

Address 789 Filmore Street, Monterey Phone 372-4336

Signed Linda Vrijenhoek Date 9/10/18

☐ District Employee ☒ Independent Consultant

Signed [Signature] Date 9/10/18

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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



District/Site Administrator



Date

Ref: Contract for Services Criteria

Revised 02/15

SUBJECT: Quarterly Report on Williams Uniform Complaints

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186 (d).

BACKGROUND:

Each quarter the district is required, per Ed. Code 35186(d) to “prepare and submit a report of summarized data on the nature and resolution of all uniform complaints to the district board and county superintendent.”

INFORMATION:

For the first quarter of the 2018-19 academic year, there were no incidents or complaints filed against any of the criteria: Therefore, it is acknowledged that

1. There are sufficient textbooks and instructional materials for each student to use in class;
2. School facilities are clean, safe and maintained in good repair;
3. There are no teacher vacancies or misassignments;
4. All eligible students who did not pass the CAHSEE were notified of the availability of services and the right to file a complaint.
5. Parents, teachers and the public know how to obtain complaint forms.

FISCAL IMPACT:

None.

Academic School Year 2018-2019

Quarterly Report on Uniform Complaints

[Education Code § 35186]

District: Pacific Grove Unified School District

Person completing
this form: Mandi Ackerman

Title: Executive Assistant

Quarterly Report Submission Date:
(Please check one)

☒ October 2018

☐ April 2019

☐ January 2019

☐ July 2019

Date for information to be reported publicly at governing board meeting: September 20, 2018

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignments			
Facilities Conditions			
TOTALS			

Ralph Gomez Porras

Print Name of District Superintendent

Signature of District Superintendent

September 20, 2018

Date

Monterey County Office of Education

Submit Quarterly Report to: Julie Heess

jheess@monterecoe.org

SUBJECT: Update to Board Regulation 3553 Free and Reduced-Price Meals

PERSON(S) RESPONSIBLE: Dianne Hobson, Nutrition Director

RECOMMENDATION:

The District Administration recommends that the Board review and approve the update to Board Regulation 3553 Free and Reduced-Price Meals.

INFORMATION:

The Board Regulation 3553 was updated to reflect current District job titles for Board designees.

FISCAL IMPACT:

None.

Pacific Grove Unified School District

Business

Regulation #3553

FREE AND REDUCED-PRICE MEALS

The District's plan for students receiving free or reduced price meals shall set forth the following conditions: (Education Code 49557)

1. The names of the students shall not be published, posted or announced in any manner, or used for any other purpose other than the National School Lunch and School Breakfast Programs.
2. There shall be no overt identification of any of the students by the use of special tokens or tickets or by any other means.
3. The students shall not be required to work for their meals or milk.
4. The students shall not be required to use a separate dining area, go through a separate entrance, or consume their meals or milk at a different time.
5. When more than one lunch, breakfast or type of milk is offered, the students shall have the same choice of meals or milk as is available to those students who pay the full price.

This plan shall be submitted to the California Department of Education for approval. (EC 49557)

Applications and Records

An application form for free or reduced price meals shall be distributed to all parents/guardians at the beginning of each school year, together with information about eligibility standards, application procedures and appeal procedures. This form and information shall also be provided whenever a new student is enrolled. (Education Code 49520, 48980)

Applications for free or reduced price meal programs shall be available to students at all times during the regular school day and shall contain the following statements: (Education Code 49557)

1. Applications for free or reduced price meals may be submitted at any time during a school day.
2. Children participating in the National School Lunch and School Breakfast Programs will not be overtly identified by the use of special tokens, special tickets, special serving lines, separate entrances, separate dining areas, or by any other means.

All applications and records related to eligibility for the free or reduced price meal program shall be confidential. They shall be open to examination only for purposes of this program or for any investigation, prosecution, or criminal or civil proceeding conducted in connection with the administration of any free and reduced price meal program. (Education Code 49558)

The Governing Board designates the following District employees to use individual records pertaining to student participation in the free or reduced price meal program solely for the purpose of disaggregation of academic achievement data: (EC 49558)

Superintendent
Assistant Superintendent
School Principals

~~District Curriculum Coordinator~~ Director of Curriculum and Special Projects
~~Technology Coordinator~~ Director of Technology
Director of Education Technology

In using these records for that purpose, the following conditions shall be satisfied: (EC 49558)

1. No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any students if not otherwise allowed by law.

Business

Regulation #3553

FREE AND REDUCED-PRICE MEALS

2. Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.
3. All other confidentiality provisions required by law shall be met.

Business

Regulation #3553

FREE AND REDUCED-PRICE MEALS

The District's plan for students receiving free or reduced price meals shall set forth the following conditions: (Education Code 49557)

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Assistant Superintendent
School Principals
Director of Curriculum and Special Projects
Director of Technology
Director of Education Technology

In using these records for that purpose, the following conditions shall be satisfied: (EC 49558)

1. No individual indicators of participation in the free or reduced price meal program shall be maintained in the permanent records of any students if not otherwise allowed by law.
2. Information regarding individual student participation in the free or reduced price meal program shall not be publicly released.
3. All other confidentiality provisions required by law shall be met.

SUBJECT: Update to Board Policy 3600 Consultants

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the update to Board Policy 3600 Consultants.

INFORMATION:

The update to Board Policy 3600 Consultants includes requiring Board approval for all contracts, regardless of contract amount.

FISCAL IMPACT:

None.

Pacific Grove Unified School District

Business

Policy #3600

CONSULTANTS

The Governing Board authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by District staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

All consultant contracts shall be approved by the Superintendent or designee. ~~All contracts for work in excess of \$1500 in a single year~~ shall be brought to the Board for approval. Contracts may be approved by the Superintendent or designee, on an emergency basis, followed by Board ratification.

The District shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the District's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

Legal Reference:

EDUCATION CODE

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of Districts; prescription and enforcement of rules

35172(a) Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified services in Districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system Districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

53060 Contract for special services and advice

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

Pacific Grove Unified School District

Business

Policy #3600

CONSULTANTS

The Governing Board authorizes the use of consultants to provide expert professional advice or specialized technical or training services which are not needed on a continuing basis and which cannot be provided by District staff because of limitations of time, experience or knowledge. Individuals, firms or organizations employed as consultants may assist management with decisions and/or project development related to financial, economic, accounting, engineering, legal, administrative, instructional or other matters.

As part of the contract process, the Superintendent or designee shall determine, in accordance with Internal Revenue Service guidelines, that the consultant is properly classified as an independent contractor. District employees who perform extra-duty consultant services shall not be retained as independent contractors. They shall be considered employees for all purposes, even if the additional services are not related to their regular duties.

All consultant contracts shall be approved by the Superintendent or designee. All contracts shall be brought to the Board for approval. Contracts may be approved by the Superintendent or designee, on an emergency basis, followed by Board ratification.

The District shall not contract for consulting services that can be performed without charge by a public agency or official unless these services are unavailable from the public source for reasons beyond the District's control.

All qualified firms or resource persons shall be accorded equal opportunity for consultant contracts regardless of race, creed, color, gender, national or ethnic origin, age or disability.

Legal Reference:

EDUCATION CODE

10400-10407 Cooperative improvement programs

17596 Limit on continuing contracts

35010 Control of Districts; prescription and enforcement of rules

35172(a) Promotional activities

35204 Contract with attorney

44925 Part-time readers employed as independent contractors

45103 Classified services in Districts not incorporating the merit system

45103.5 Contracts for food service consulting services

45134-45135 Employment of retired classified employee

45256 Merit system Districts; classified service; positions established for professional experts on a temporary basis

GOVERNMENT CODE

53060 Contract for special services and advice

Management Resources:

INTERNAL REVENUE SERVICE PUBLICATIONS

15-A Employer's Supplemental Tax Guide

SUBJECT: Animal Damage Management, Inc. Contract for Pigeon Abatement

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Animal Abatement Management, Inc, for the abatement of pigeons at Pacific Grove High School.

BACKGROUND:

Pacific Grove High School continues to have pigeons that fly from the kitchen roof into the student union during the break times. The pigeons have created a health concern being in an area where students are eating food.

INFORMATION:

The initial set-up and first month is \$680.00. Each additional month is \$525.00.

FISCAL IMPACT:

Fund 14



Animal Damage Management, Inc.
16170 Vineyard Blvd., Suite 150
Morgan Hill, CA 95037
(800) 292-9845 • Fax (408) 776-1891

Fax Number 408-776-1891

PEST CONTROL AGREEMENT

CONTRACT #6085

NAME: Pacific Grove USD ATTN: Matt Kelly DATE: April 9, 2018
STREET: 435 Hillcrest Ave
CITY: Pacific Grove STATE: CA ZIP: 93950

HEREBY AUTHORIZES SERVICE AT:
Pacific Grove High

STREET: 615 Sunset Dr CITY: Pacific Grove, CA ZIP: 93950
HOME/ OFFICE: (831) 242-0308 matt.kelly@pgusd.org

Animal Damage Management Services, Inc. agrees to provide pest control service at the described premises and according to the terms set forth under description of work. Unless otherwise indicated, this agreement may be cancelled by either party upon presentation of a 30-day written notice prior to the desired cancellation date. The agreement covers only the premises and the pests specified under description of work. This agreement does not guarantee against present or future pest damage to the property, building, or contents of the described premises, or provide repairs or compensation therefore. Should any litigation be commenced between the parties to the contract concerning the contract or the rights and duties of either in relation to it, the prevailing party in such litigation shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for attorney's fees in the litigation which shall be determined by the court in such litigation or in a separate action brought for that purpose.

DESCRIPTION OF WORK

Pigeon Trapping:

ADM will set-up pigeon traps on the roof area at above address. The trapping set up fee for the first month is \$680.00 per trap. The trapping fee for each additional month after is \$525.00 per trap.

We will leave the doors open for two weeks for pre-baiting and then we will drop the doors and start to trap the pigeons. We will service the traps once a week with food and water and remove the pigeons leaving behind one as a decoy.

If at any time the traps become damage from vandalism, the cost is \$250.00 per cage.

DO YOU REQUEST SERVICE REPORTS TO BE LEFT AT A DESIGNATED LOCATION? ☐ YES ☒ NO

PAYMENT TERMS & PRICING
NET 30 DAYS

CUSTOMER AGREES TO PAY WHEN BILLED FOR SERVICES DUE. A SERVICE CHARGE OF 1.5% PER MONTH EQUIVALENT TO AN ANNUAL PERCENTAGE RATE OF 18% WILL BE APPLIED TO PAST DUE ACCOUNTS. CUSTOMER AGREES TO AN ANNUAL PERCENTAGE INCREASE OF 3% OR THE RATE OF THE CONSUMER PRICE INDEX, WHICHEVER IS GREATER, FROM THE DATE OF THE SIGNED CONTRACT.

NOTICE OF CHANGE IN MANAGEMENT:

Association and Management agree to provide Animal Damage Management Services, Inc. with written notice within fourteen (14) days in the event Association terminates Management's employment and hires new management.

COSTS
See above

Notice: The customer acknowledges and understands that Animal Damage Management Services, Inc. assumes no responsibility and has No liability for any and all damage (including slope weakening and instability activity) done prior, rendering of pest control services to the Premises, the land, slopes, and dwellings and other structures thereon.


ANIMAL DAMAGE MANAGEMENT SERVICES, INC.
MANAGER: Steve Aguilar


Please Print Name
MATT KELLY
CUSTOMER (SIGNATURE)
DATE: 4/17/2018

PLEASE SIGN AND RETURN ONE PAGE

SUBJECT: Steele Tape Construction Contract for Fencing at Forest Grove Elementary School, Pacific Grove High School and Pacific Grove Middle School

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Steel Tape Construction, for the installation of fencing and gates at Forest Grove Elementary School, Pacific Grove Middle School and Pacific Grove High School.

BACKGROUND:

During the May 3, 2018 meeting the Board gave direction for the installation of fencing at the above referenced sites. The proposed fence will enclose the front of Forest Grove which will complete the fencing around the perimeter of the site. The proposed fence at the high school will run from D-wing to the exterior fence at the front of the school site. The proposed fence at the Middle School will run parallel to Sinex Ave from room 36 to Room 32.

INFORMATION:

The total for all three sites is \$18,300.00.

FISCAL IMPACT:

Fund 40

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**AGREEMENT FOR CONTRACTOR SERVICES**

(To be used for provision of services involving potential for liability exposure for District)

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

SteelTape Construction	#643289		
CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
1945 Grandview Street	Seaside	Ca	93955
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

CONTRACTOR agrees to provide to DISTRICT the services enumerated in Section G of this Agreement under the following terms and conditions:

- A. Services shall begin on September 10, 2018 and shall be completed on or before October 31, 2018.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:
Provide all labor, equipment and materials for the High School, Middle School, and Forest Grove security fencing.

Neither party shall assign or delegate any part of this Agreement without the written consent of the other party.

- I. The work 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. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR'S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid a lump sum:

\$18,300.00 (Lump Sum)

Source of Funds: FUND 40 SPECIAL RESERVE

- K. Payments will be made by the District to the Contractor as follows:
 - 1) Progress Payments
- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

This Agreement is entered into this 10 day of September, 20 18.

For the Site/Program:

Matt Kelly 9/10/18
Site/Program Administrator Date

For the Contractor:

Lauren Steele
Name

For the District:

Billee Mankay 9/10/18
Director of Human Resources Date

OWNER
Title 9/10/2018
Date

[Signature] 9/10/18
Assistant Superintendent Date
BoE 5/3/2018

NOTE: PARAGRAPH "F" ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

Assistant Superintendent

Date

- All signatures must be obtained before services are provided. -

SUBJECT: Contract for Services with Peninsula Sports, Inc. at Pacific Grove Middle School

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 Peninsula Sports, Inc. at Pacific Grove Middle School for the 2018-2019 school year.

BACKGROUND:

For over twenty years, the middle school has worked with Peninsula Sports, Inc. to provide qualified referees for after school sports events.

INFORMATION:

Peninsula Sports, Inc. will hire, train and schedule referees for middle school sports events. The administrative fees cover their costs for this service.

New in 2018 payments to referees will be made through ArbiterPay.

FISCAL IMPACT:

General Fund for \$1,000. Same funding source as past years.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and PENNINSULA SPORTS, INCORPORATED for services rendered as specified below.

1. **Scope of Service:**
To provide: Scheduling of referees for Pacific Grove Middle School for scheduled Volleyball, Soccer, Basketball games for the 2018-2019 school year.
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):
Referees will attend each scheduled game.
3. **Length of the Contract:**
Service is to be provided on the following date(s):
September 1, 2018 through May 15, 2019
4. **Financial Consideration:**
Consultant to be paid at the rate of:
Total Contract is not to exceed the sum of \$1,000.00 which will cover administrative fees and assigning fees. (\$ per hr/day/other)
for Scheduled volleyball, soccer, basketball games (hours/days/other)
School Funding Source: after school athletic budget
Account Code: 01-0000-0-1176-4200-5800-00-005-8000-0720

Consultant Peninsula Sports, Inc.

Address 2560 Garden Road, Suite #119, Monterey, CA 93940

Signed John Thomas Ery, PSI President Date September 7, 2018
☐ District Employee ☒ Independent Consultant

Signed [Signature] Date Sep 7th 2018
Site/Program Administrator (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.
Signed [Signature] Date 9/10/18
Director of Human Resources

Signed [Signature] Date 9/11/18
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 02/15

Contract for Services Criteria

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

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



District/Site Administrator

9-7-18

Date

Ref: Contract for Services Criteria

Revised 02/15

SUBJECT: Contract for Services with Peninsula Sports, Inc. at Pacific Grove High School

PERSON(S) RESPONSIBLE: Matt Bell, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. at Pacific Grove High School for the 2018-2019 school year.

BACKGROUND:

For over twenty years, the high school has worked with Peninsula Sports, Inc. to provide qualified referees for after school sports events.

INFORMATION:

Peninsula Sports, Inc. will hire, train and schedule referees for middle school sports events. The administrative fees cover their costs for this service.

New in 2018 payments to referees will be made through ArbiterPay.

FISCAL IMPACT:

PGHS Athletics for \$4,000. Same funding source as past years.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Agenda Item R

435 Hillcrest Avenue
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

Peninsula Sports One (PSO) for services rendered as specified below.

1. **Scope of Service:**

To provide: Administrative support for our school - in managing the officials for our sports fall - spring

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

PSO will, train, schedule and manage the officials/ referees

3. **Length of the Contract:**

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

For the 2018-19 school year - August - June (2018) - (2019)

4. **Financial Consideration:**

Consultant to be paid at the rate of:

NOT TO EXCEED \$4,000.00 (\$ per hr/day/other)

for the 2018-19 school year (hours/days/other)

School Funding Source: WALLS FUNDED ATHLETIC FUND

Account Code: #19165169244 / #400

Consultant PSO - Tom Gentry

Address 2510 GARDEN RD #119

Signed Monterey CA 93940 Date 9-6-18

☐ District Employee

☒ Independent Consultant

Signed [Signature] Date 9/6/2018

Site/Program Administrator (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason. #3

Signed Billy Mackay Date 9/13/18
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 02/15

Contract for Services Criteria

Consent Agenda Item R

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

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


District/Site Administrator

Date

9/6/2018

SUBJECT: Contract for Services with ArbiterPay

PERSON(S) RESPONSIBLE: Matt Bell, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with ArbiterPay to allow the Pacific Grove Middle School and Pacific Grove High School to pay for athletics officials.

BACKGROUND:

Officials for all Central Coast Section (CCS) games for both the middle school and high school have been provided through Peninsula Sports Incorporated (PSI) in the past. Both fees and official costs for each season were charged to each school ahead of games being played. PSI would reconcile actuals with payments at the end of the year and refund excess funds or bill for the shortfall. Officials were considered independent contractors. With the recent court cases involving the independent contractor arrangement, PSI is no longer paying officials directly and school districts are required to contract with ArbiterPay to bill districts and to pay officials.

INFORMATION:

ArbiterPay has submitted an agreement for them to take over paying game officials from PSI that will require Board approval. The model that ArbiterPay has established is that ArbiterPay sets up bank accounts for each district and each official. Each school will fund the account based on the actual games officiated and then, once the invoice is verified, release the funds to ArbiterPay to transfer to the officials. Both schools will fund their ArbiterPay account, pending Board approval, twice a month for disbursement to officials. Invoices will be printed from the ArbiterPay web site and the regular process for issuing PO's, gaining administrative approval, and issuing checks will be followed. If there are funds left at the end of the year, then the school would have excess funds sent back to the school/district. This arrangement will be the same for all schools in the CCS and is established for many other leagues throughout the country. There is no alternative arrangement at this time.

FISCAL IMPACT:

High school funding will come from the athletic account that the high school maintains at Well Fargo and as such, the general fund will incur no costs under this agreement. The middle school funding will come from the General Fund allocated for Athletics.

USER AGREEMENT FOR ARBITERPAY PAYORS

This User Agreement (“Agreement”) is a contract between you, ArbiterPay and the Trustee. This Agreement governs your use of the ArbiterPay Services, your Account and the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access. You must read, agree to and accept all of the terms and conditions contained in this Agreement in order to use the ArbiterPay Services, your Account and the Website. If you are subscribing to the ArbiterPay Services on behalf of any business, school, group or other entity, then (i) you represent and warrant that you are duly authorized by such entity to enter into this Agreement on such entity’s behalf, and (ii) the terms “you” and “your” will also refer to the entity that you represent and to any person using the ArbiterPay Services on behalf of such entity.

This is an important legal document that you must consider carefully when choosing whether to use the ArbiterPay Services, your Account and the Website. Please be advised: This Agreement contains provisions that govern how legal claims that you may have against ArbiterPay are resolved (See section 38, “Disputes with ArbiterPay,” below). Those dispute resolution provisions contain an agreement to arbitrate, which will require you to submit claims you have against us to binding and final arbitration.

BY CLICKING “I AGREE” BELOW, YOU AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, YOU WILL NOT BE GIVEN ACCESS TO THE ARBITERPAY SERVICES.

This Agreement contains 44 sections, and you may jump directly to any section by selecting the appropriate link below. The headings below are for reference only and do not limit the scope of each section. Some capitalized terms have specific definitions, and we have provided such definitions in section 44.

1. Purpose
2. Establishing and Funding Your Account
3. Your Relationship with the Trustee
4. Your Relationship with ArbiterPay
5. Relationship between the Trustee and ArbiterPay
6. The Trust Account
7. Registering ArbiterPay Users
8. Payments

9. Account Statements
10. Unauthorized Transactions
11. Errors by ArbiterPay
12. Fees for Funding Accounts
13. Fees for Payments
14. Investment of Funds
15. Fees to ArbiterPay
16. Notices to You
17. Notices to ArbiterPay
18. Identity Authentication
19. Closing Your Account
20. Suspension; Termination
21. Accounting and Taxes
22. Intellectual Property
23. Restricted Activities
24. Limitation on Duties of ArbiterPay
25. Amendment
26. Removal of Trustee
27. Resignation of Trustee
28. Successor Trustee
29. Compensation for Trustee
30. Limit on Liability
31. No Expenses for the Trustee

- 32. Certain Duties and Responsibilities of the Trustee
- 33. Indemnification
- 34. Trust Agreement for Benefit of Certain Parties Only
- 35. Situs of Trust
- 36. Successors and Assigns; Assignment
- 37. Privacy
- 38. Disputes with ArbiterPay
- 39. Law and Forum for Disputes
- 40. No Waiver
- 41. No Warranty
- 42. Complete Agreement
- 43. Effective Date
- 44. Definitions

1. Purpose. This Agreement will allow you to establish an Account with ArbiterPay and to deposit Funds into the Trust Account in order to use the ArbiterPay Services to automate your payments to ArbiterPay Users.

2. Establishing and Funding Your Account. You must establish an Account on the Website in order to make Payments to ArbiterPay Users using the ArbiterPay Services. Once your Account is established, you must fund the Account in an amount of U.S. dollars sufficient to cover any Payments entered by you on the Website. Funding your Account may be accomplished by (i) requesting an ACH debit through the Website into the Trust Account; (ii) electronic transfer (for example, an ACH transfer or a wire transfer) from your bank account into the Trust Account; or (iii) providing a check to the Trustee in the manner described on the Website. In the case of an ACH debit using the Website, you authorize ArbiterPay to initiate, and your financial institution to honor, electronic debits and credits in the amount you designate through the Website. You may be charged a fee to cover transaction charges associated with funding your Account as described in section 12 below. Unless you elect to fund your Account by an ACH debit through the Website, you may be charged a fee to manually enter the funding information as described in section 12 below. You understand that ACH debits/credits and checks take approximately five Business Days for funds to be fully collected or dispersed. You understand that it is your responsibility to monitor and maintain Funds in your Account. ArbiterPay will not authorize Payments by you in excess of the positive balance in your Account.

3. Your Relationship with the Trustee. The Trustee will act as trustee of the Trust Account and, subject to the terms and conditions of this Agreement, will act for the benefit of all ArbiterPay Payors having Funds deposited in the Trust Account. The Funds will be held in the name of the Trustee. You specifically acknowledge and agree that Funds deposited by you into the Trust Account will be pooled and commingled with Funds submitted by other ArbiterPay Payors and amounts due and owing to ArbiterPay as its fees pursuant to the terms of this Agreement. The Trustee will hold your Funds in the Trust Account in accordance with, and subject to, the terms and conditions contained in this Agreement.

4. Your Relationship with ArbiterPay. You hereby appoint ArbiterPay to act as your designated agent for purposes of this Agreement. Among other things, you hereby expressly authorize ArbiterPay to (i) perform the ArbiterPay Services; (ii) maintain records of your Account and all Payments; (iii) direct the Trustee to invest the Funds as provided in section 14; (iv) authorize and direct the Trustee to disburse Payments to ArbiterPay Users; (v) make individual Payment information available to applicable ArbiterPay Users; (vi) collect the information necessary to establish your Account; (vii) to disclose such information to the Trustee; and (viii) take any other action that ArbiterPay deems necessary or desirable to carry out the transactions constituting the ArbiterPay Services, subject to the provisions of section 24 below. ArbiterPay agrees to act in accordance with the data, instructions and directions entered by you on the Website. You hereby authorize the Trustee to follow the instructions of ArbiterPay (whether electronic, written or oral) and you agree that the Trustee may completely rely on such instructions of ArbiterPay without further investigation or authorization from you.

5. Relationship between the Trustee and ArbiterPay. For purposes of collecting information from you and authorizing, authenticating and completing Payments to ArbiterPay Users, ArbiterPay will be acting as an agent for the Bank. You acknowledge and expressly agree to ArbiterPay's acting as both your agent and as the agent for the Bank for purposes of this Agreement. You hereby waive any conflict resulting from such relationships. ArbiterPay agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of accounts opened by or on behalf of ArbiterPay Payors, Users and customers; (ii) the acceptance of each ArbiterPay Payor and User as a customer of ArbiterPay; (iii) the confidentiality of ArbiterPay Payor, User and customer information; and (iv) all other functions related to the ArbiterPay's responsibilities under this Agreement. The Trustee agrees to be solely responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the Trust Account; (ii) the acceptance of funds deposited by each ArbiterPay Payor into the Trust Account; (iii) the confidentiality of Trustee customer information; (iv) the transmitting of Payments; and (v) all other functions related to the Trustee's responsibilities under this Agreement. The parties acknowledge that each party is relying on the other party to comply with these provisions as a material term of this Agreement.

6. The Trust Account. Positive balances shown in your online Account represent Funds actually held by the Trustee in the Trust Account. The Trustee will hold title to all Funds deposited in the Trust Account for the proportionate benefit of the ArbiterPay Payors as shown on the records maintained by ArbiterPay or the Trustee, as applicable. The Funds will be held in the Trust Account until such time as you direct ArbiterPay through the Website to make Payments to specific

ArbiterPay Users and such Payments are requested by and distributed to the respective ArbiterPay User. By depositing Funds and providing Payment information on the Website, you are authorizing the Trustee, and ArbiterPay acting as your designated agent, to make Payments from the Trust Account as described in this Agreement.

7. Registering ArbiterPay Users. ArbiterPay Users must register on the Website to receive Payments.

8. Payments. You may only initiate Payment to ArbiterPay Users through the Website. ArbiterPay Services may only be used to make Payments to ArbiterPay Users who agree to be bound by the terms of the User Agreement for ArbiterPay Users. ArbiterPay, acting as your designated agent, will authorize the transfer of Funds for Payments either by (i) electronic transfer (for example, an ACH transfer and or a wire transfer) to the ArbiterPay User's designated bank account; (ii) crediting the ArbiterPay User's designated debit card account; or (iii) check to the address provided by the ArbiterPay User, as requested by the applicable ArbiterPay User. You understand that it is your responsibility to obtain each ArbiterPay User's user name and account number so that ArbiterPay Users can be paid through the ArbiterPay Services. You understand that Funds must be available in your Account to fund any Payments. The Trustee will not be obligated to make any Payments until the funds therefor have been received by the Trustee. In authorizing Payments, ArbiterPay is entitled to rely on the information and instructions provided by you on the Website. You are responsible to keep such information and instructions current and accurate. You agree that such information and instructions constitute your authorization and instruction to ArbiterPay to authorize such transfers, as your agent. The Trustee is entitled to rely solely on the directions of ArbiterPay without reviewing any other information. Once you have provided your authorization for a Payment, you may not be able cancel the Payment.

9. Account Statements. You may view your transaction history and Account information by logging in to your Account and looking at your Account history. You agree to review your transactions through the Website and you acknowledge that you will not receive periodic account statements by mail or email.

10. Unauthorized Transactions. You are responsible to maintain the confidentiality of your username and password. You should IMMEDIATELY notify ArbiterPay, by contacting the Customer Support Department at 801-576-9436, if you believe (i) there has been an unauthorized transaction or unauthorized access to your Account; (ii) your password has been compromised; (iii) you made an error in information provided on the Website; (iv) you believe there is an error with respect to your Account information or history; or (v) you need more information about a transaction linked to your Account. You should regularly log in to your Account and review your Account history to ensure that there have not been any unauthorized transactions or errors. **YOU ARE RESPONSIBLE FOR ALL TRANSACTIONS CONDUCTED ON YOUR ACCOUNT USING YOUR USERNAME AND PASSWORD, REGARDLESS OF WHETHER OR NOT THEY WERE AUTHORIZED BY YOU. NEITHER ARBITERPAY NOR THE TRUSTEE WILL REIMBURSE YOU FOR ANY UNAUTHORIZED TRANSACTIONS WHICH OCCUR PRIOR TO THE TIME WE RECEIVE NOTIFICATION FROM YOU OF THE UNAUTHORIZED ACTIVITY.**

11. Errors by ArbiterPay. If ArbiterPay makes a processing error, we will rectify the error. If the error results in a loss to you, ArbiterPay will credit your Account for the amount of the loss. You agree that in such case ArbiterPay assumes your rights against the recipient and third parties related to such error, and may pursue those rights directly or on your behalf, in ArbiterPay's discretion. In the event that ArbiterPay erroneously credits your Account or a credit to you is invalidated for any reason, you hereby authorize ArbiterPay to debit your Account and, if such erroneous or invalid credit has been processed, to debit the account of your financial institution shown on your Account for an amount not to exceed the original amount of the erroneous or invalid credit. You further authorize your financial institution shown on your Account to accept the debit of such amount from your account. This authorization will remain in effect until ArbiterPay has received written notice from you of termination of such authorization in such time and such manner as to afford ArbiterPay reasonable opportunity to act upon it.

12. Fees for Funding Accounts. Currently, there is no enrollment cost or monthly cost to maintain your Account. However, you acknowledge that ArbiterPay reserves the right to change its fee structure at any time. You may be charged a fee to cover transaction charges associated with funding your Account. Unless you elect to fund your Account by an ACH debit through the Website, you may be charged a fee to manually enter the funding information. You understand that any ACH debit request that is returned as a non-sufficient fund transaction will be assessed a transaction fee. You can request a schedule of fees charged by ArbiterPay to Payors by contacting ArbiterPay at www.arbiterpay.com. You are solely responsible for any fees charged directly by your financial institution associated with ACH debits and credits initiated through the Website.

13. Fees for Payments. ArbiterPay may charge a fee to make Payments from your Account. ArbiterPay may also charge a monthly inactivity fee if there has been no activity on your Account for one year. You acknowledge that ArbiterPay reserves the right to change its fee structure at any time. You can request a schedule of fees charged by ArbiterPay to Payors by contacting ArbiterPay at www.arbiterpay.com.

14. Investment of Funds. All Funds in the Trust Account shall be invested as directed by ArbiterPay, provided that all Funds shall be deposited in accounts that are FDIC-insured to the extent that such Funds are within applicable FDIC limitations, or in obligations of, or obligations fully guaranteed as to principal and interest by, the United States or any agency or instrumentality thereof. You hereby acknowledge that ArbiterPay will direct the investment of the Trust Account Funds, in accordance with this section, and that such investments may not be deposits in or obligations of the Trustee. For purposes of determining the portion of the Trust Account Funds owned by you in each financial institution in which Trust Account Funds are invested, your Funds will be deemed to be distributed among such financial institutions in the same proportions as the Trust Account Funds are distributed among such financial institutions. For example, if 25% of the Trust Account Funds are deposited at a particular financial institution, then 25% of your Funds in the Trust Account are deemed to be held at such financial institution. The list of financial institutions in which Trust Account Funds are invested can be viewed at www.arbiterpay.com. You agree and accept that it is your responsibility to ensure that the proportionate share of the Funds in your Account held by any financial institution, when combined with other accounts, funds or investments you may have with such financial institutions in any capacity, do not exceed the limits permitted by the FDIC for its insurance coverage.

15. Fees to ArbiterPay. You agree that you will not receive interest or other earnings on the Funds in the Trust Account. In addition to any other fees paid by you in connection with the ArbiterPay Services, you agree that in consideration for your use of the ArbiterPay Services, you irrevocably transfer and assign to ArbiterPay any ownership right that you may have in any interest or earnings that may accrue on Funds held in the Trust Account. This assignment applies only to interest and earnings on your Funds, and nothing in this Agreement grants ArbiterPay any ownership right to the principal of the Funds in the Trust Account. The Trustee will treat such interest and earnings as property of ArbiterPay and is authorized to pay such earnings as directed by ArbiterPay without further authorization from you.

16. Notices to You. You agree that ArbiterPay may provide notice to you by posting it on the Website, emailing it to the email address listed on your Account, or mailing it to the street address listed on your Account. Such notice will be considered to be received by you within 24 hours of the time it is posted to the Website or emailed to you unless we receive notice that the email was not delivered. If the notice is sent by regular U.S. mail, ArbiterPay will consider it to have been received by you three Business Days after it is sent.

17. Notices to ArbiterPay. Other than as set forth in section 38 below, all notices to ArbiterPay must be provided by mail sent to: ArbiterSports, LLC, 235 West Sego Lily Drive, Suite 200, Sandy, Utah 84070. Such notices will be effective when actually received by ArbiterPay. No oral communications will be effective to provide notice to ArbiterPay under this Agreement.

18. Identity Authentication. You authorize ArbiterPay and the Trustee, directly or through third parties, to make any inquiries they consider necessary to validate your identity. This may include asking you for further information, including requiring you to provide a taxpayer identification number and other information that will allow them to reasonably identify you, requiring you to take steps to confirm ownership of your email address or financial accounts, ordering a credit report, and verifying your information against third-party databases or through other sources. ArbiterPay reserves the right to close, suspend or limit access to your Account, the ArbiterPay Services and the Website in the event we or the Trustee are unable to obtain or verify this information.

19. Closing Your Account. You may close your Account at any time by sending a signed written request to: ArbiterSports, LLC, 235 West Sego Lily Drive, Suite 200, Sandy, Utah 84070. You must use or withdraw your Account balance prior to closing your Account. Upon Account closure, we will cancel any pending transactions. ArbiterPay may close your Account if there has been no activity on your Account for one year, whereupon ArbiterPay, acting as your designated agent, may direct the Trustee to return to you any uncommitted Funds remaining in your Account to the last address shown on ArbiterPay's records, or as otherwise permitted by applicable law. ArbiterPay may charge a reasonable fee for processing remaining Funds upon closure of your Account due to inactivity. You can request a schedule of fees charged by ArbiterPay to Payors by contacting ArbiterPay at www.arbiterpay.com.

20. Suspension; Termination. ArbiterPay may suspend or limit your access to the Website, your Account or the ArbiterPay Services for so long as reasonably needed to protect against the

risk of liability in the event ArbiterPay suspects you may have engaged in any of the restricted activities set forth in section 23 below or you are in breach of this Agreement or any other agreement or policy you enter into with ArbiterPay or the Trustee. ArbiterPay, in its sole discretion, reserves the right to terminate this Agreement for any reason and at any time upon notice to you and payment to you of all of your unrestricted Funds held in the Trust Account. In addition, this Agreement will terminate at such time as you have closed your Account.

21. Accounting and Taxes. The Trustee shall keep all appropriate books and records relating to the receipt and disbursement by it of all monies under this Agreement. It is your responsibility to determine what, if any, taxes apply to the Payments you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority with respect to such Payments. You acknowledge that ArbiterPay is not responsible for determining whether taxes apply to your transactions. You further acknowledge that ArbiterPay is not responsible for collecting, reporting or remitting any taxes, garnishments, levies, or any other third party collections or payments with respect to any Payments. ArbiterPay will keep records of all Payments made to ArbiterPay Users. You may elect on the Website to have ArbiterPay issue 1099 tax forms to ArbiterPay Users on your behalf. You agree and acknowledge that any 1099 tax forms issued to ArbiterPay Users on your behalf will be issued electronically. You acknowledge that the information provided by ArbiterPay Users from their online application will be used as a substitute for IRS form W-9. **You specifically certify that (i) ArbiterPay has notified you that the information you submitted in connection with opening your Account will be used as a substitute for IRS form W-9; (ii) the number shown on your online Account application form is your correct taxpayer identification number; (iii) you are a U.S. person (including a U.S. resident alien); and (iv) you are not subject to backup withholding because (a) you are exempt from backup withholding, (b) you have not been notified by the IRS that you are subject to backup withholding as a result of a failure to report all interest or dividend income, or (c) the IRS has notified you that you are no longer subject to backup withholding.**

22. Intellectual Property. “ArbiterPay.com,” “RefPay.com,” “ArbiterSports.com,” “ArbiterPay” and all logos, products and services related to the Website or the ArbiterPay Services are either trademarks or registered trademarks of ArbiterPay or its licensors. You may not copy, imitate or use them without ArbiterPay’s prior written consent. In addition, all page headers, custom graphics, button icons, and scripts are service marks, trademarks, and/or trade dress of ArbiterPay. You may not copy, imitate, or use them without our prior written consent. All right, title and interest in and to the Website, any content thereon, the ArbiterPay Services, any content or technology related to the ArbiterPay Services, and any and all content and technology created or derived from any of the foregoing is the exclusive property of ArbiterPay and its licensors.

23. Restricted Activities. In connection with your use of the Website, your Account and the ArbiterPay Services, or in the course of your interactions with ArbiterPay, the Trustee, ArbiterPay Payors, ArbiterPay Users or third parties, you agree that you will not:

- a. breach this Agreement or any other agreement or policy that you have entered into with ArbiterPay or the Trustee;
- b. violate any law, statute, ordinance, or regulation;

- c. infringe on ArbiterPay's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- d. act in a manner that is defamatory, trade libelous, threatening or harassing;
- e. provide false, inaccurate or misleading information;
- f. send or receive fraudulent funds;
- g. disclose or distribute another ArbiterPay Payor's or ArbiterPay User's information to a third party or use such information for marketing purposes or to contact such ArbiterPay Payor or ArbiterPay User without their prior consent;
- h. facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information with respect to the Website, your Account or the ArbiterPay Services;
- i. copy, reproduce, communicate to any third party, alter, modify, create derivative works of, publicly display or frame any content obtained from the Website or the ArbiterPay Services without our or any applicable third party's prior written consent;
- j. allow your use of the Website, your Account or the ArbiterPay Services to create a risk of non-compliance by ArbiterPay with any applicable anti-money-laundering, counter-terrorism or similar laws and regulatory obligations;
- k. refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us; or
- l. undertake any action which could amount to unjust enrichment during the course of a dispute by receiving or attempting to receive funds for the same transaction from each of ArbiterPay, the Trustee and applicable ArbiterPay Users.

In the event ArbiterPay, in its sole discretion, believes you may have engaged in any of the above restricted activities, we may take various actions to protect ArbiterPay, the Trustee, other ArbiterPay Payors, ArbiterPay Users and third parties, including without limitation, in addition to any other remedies provided in this Agreement or at law or in equity, notifying the Trustee, other ArbiterPay Payors, ArbiterPay Users, third parties and law enforcement of your actions, instructing the Trustee to withhold the distribution of Funds from your Account to protect against the risk of liability, updating inaccurate information about you and/or refusing to provide ArbiterPay Services to you in the future.

24. Limitation on Duties of ArbiterPay. ArbiterPay's duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as your agent as

described in this Agreement; and (iii) interacting with and instructing the Trustee as described in this Agreement. ArbiterPay will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of this Agreement should be read or interpreted to authorize or require ArbiterPay to perform any action that would cause ArbiterPay to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers.

25. Amendment. ArbiterPay, after receiving the consent of the Trustee, may amend this Agreement at any time by posting a revised version on the Website. The revised version will be effective at the time it is posted. In addition, if the revised version includes a Substantial Change, we will provide you with 30 Days' prior notice of the Substantial Change by posting notice on the "ArbiterPay Home" page of the Website. You specifically authorize ArbiterPay and the Trustee to act in accordance with the terms of such amendment and, without limiting the foregoing, any use by you of the Website after the effective date of such amendment will confirm your consent to such amendment.

26. Removal of Trustee. ArbiterPay, acting as your agent, may remove the Trustee as trustee of the Trust Account at any time by giving 30 Days' written notice to the Trustee. Such removal will take effect immediately upon the earlier to occur of either (i) the appointment of a successor pursuant to section 28 below, or (ii) the expiration of the 30-Day notice period, whereupon all powers, rights and obligations of the removed Trustee under this Agreement shall cease and terminate. You may not remove or change the Trustee.

27. Resignation of Trustee. The Trustee may resign at any time upon giving 30 Days' prior written notice of such resignation to ArbiterPay. Such resignation will take effect upon the earlier to occur of either (i) the appointment of a successor pursuant to section 28 below, or (ii) the expiration of the 90 Day notice period, whereupon all powers, rights and obligations of the resigning Trustee under this Agreement shall cease and terminate.

28. Successor and Additional Trustees. Promptly upon removal of, or receipt of a notice of resignation from, the Trustee, a successor shall be appointed by ArbiterPay and the successor will execute and deliver to its predecessor an instrument accepting such appointment. Such successor shall assume all powers, rights and obligations of such predecessor. One or more financial institutions may be appointed by ArbiterPay to act as Trustee under this Agreement simultaneously, and each such financial institution shall act as Trustee solely with respect to funds deposited with such Trustee and shall have no liability with respect to funds deposited with any other Trustee.

29. Compensation for Trustee. The Trustee agrees that its compensation shall be paid by ArbiterPay and that the ArbiterPay Payors shall not have any liability to the Trustee for compensation for its services.

30. Limit on Liability. Neither ArbiterPay nor the Trustee shall incur any liability to anyone in acting or refraining from acting upon any data, instructions, notice, report, or other document reasonably believed by it to be genuine and believed by it to be authorized by the proper party or

parties. ArbiterPay and the Trustee may for all purposes hereof rely on information provided on the Website by any person using your duly authorized user name and password. In the administration of this Agreement, ArbiterPay and the Trustee may rely on advice of counsel, accountants and other skilled persons to be selected and employed by them, and ArbiterPay and the Trustee shall not be liable for anything done, suffered or omitted in good faith by them in accordance with the actions, advice or opinion of any such counsel, accountants or other skilled persons. IN NO EVENT SHALL ARBITERPAY OR THE TRUSTEE, OR THEIR PARENT COMPANIES, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH THE ARBITERPAY SERVICES, THE WEBSITE OR THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), AND ANY LIABILITY OF SUCH PERSONS TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE ACTUAL AMOUNT OF DIRECT DAMAGES.

31. No Expenses for the Trustee. The Trustee shall not have any obligation by virtue of this Agreement to expend or risk any of its own funds, or to take any action which could, in the reasonable opinion of the Trustee, result in any cost or expense being incurred by the Trustee. The Trustee shall not be required to take any action or refrain from taking any action under this Agreement unless it shall have been indemnified in a manner and form satisfactory to the Trustee against any liability, cost or expense (including reasonable attorneys' fees) which may be incurred in connection therewith. No provisions of this Agreement shall be deemed to impose any duty on the Trustee to take any action if the Trustee shall have been advised by counsel that such action would expose it to personal liability, is contrary to the terms hereof or is contrary to law. In the event that any claim is brought against the Trustee by any ArbiterPay Payor, the Trustee shall be reimbursed from the Funds of such ArbiterPay Payor for all reasonable costs and expenses incurred by the Trustee in connection with such claims except for claims resulting from (i) the willful misconduct or gross negligence on the part of the Trustee in the performance or nonperformance of its duties hereunder or otherwise, or (ii) the failure to use ordinary care on the part of the Trustee in the disbursement of Funds in accordance with the terms of this Agreement. If an event of default under this Agreement shall occur, the Trustee shall be entitled to receive reasonable compensation for its additional responsibilities, and payment or reimbursement for its expenses. The Trustee shall have a lien on the Funds of the applicable ArbiterPay Payor to secure payment of such compensation and expenses resulting from the default of such ArbiterPay Payor.

32. Certain Duties and Responsibilities of the Trustee. The Trustee undertakes to perform such duties and only such duties as are specifically set forth in this Agreement, and no implied duties, covenants or obligations shall be read into this Agreement against the Trustee.

33. Indemnification. You hereby agree to assume liability for, and to indemnify, protect, save and keep harmless the Trustee, and its successors, assigns, representatives, and agents, from and against any and all liabilities, obligations, losses, damages, penalties, taxes (excluding any taxes payable by the Trustee on or measured by any compensation received by the Trustee for its services hereunder), claims, actions, suits, costs, expenses or disbursements (including, without limitation, reasonable attorneys' fees and expenses) of any kind and nature whatsoever, which may be imposed on, incurred by or asserted against the Trustee in any way relating to or arising out of

your actions in connection with this Agreement or the enforcement of any of the terms hereof against you, except (i) in the case of willful misconduct or gross negligence on the part of the Trustee in the performance or nonperformance of its duties hereunder or otherwise, or (ii) in the case of the failure to use ordinary care on the part of the Trustee in the disbursement of Funds in accordance with the terms of this Agreement. You agree to defend, indemnify and hold ArbiterSports, LLC dba ArbiterPay, its parent, officers, directors and employees harmless from any claim or demand (including attorneys' fees) made or incurred by any third party due to or arising out of your breach of this Agreement and/or your use of the Website, your Account and the ArbiterPay Services, and/or your violation of any law or the rights of any third party.

34. Trust Agreement for Benefit of Certain Parties Only. The Trustee is an intended beneficiary of this Agreement. Nothing herein, whether expressed or implied, shall be construed to give any person other than you, ArbiterPay and the Trustee any legal or equitable right, remedy or claim under or in respect of this Agreement.

35. Situs of Trust Account. The Trust Account has been accepted by the Trustee and will be administered in the State of Utah.

36. Successors and Assigns; Assignment. This Agreement shall be binding upon and shall inure to the benefit of, and shall be enforceable by, the parties hereto and their respective successors and permitted assigns, including any successive holder of all or any part of your interest in the Trust Account. You may not transfer or assign any rights or obligations you have under this Agreement. ArbiterPay reserves the right to transfer or assign this Agreement or any right or obligation under this Agreement at any time.

37. Privacy. Protecting your privacy is very important to ArbiterPay. Please review our Privacy Policy in order to better understand our commitment to maintaining your privacy, as well as our use and disclosure of your information.

38. Disputes with ArbiterPay. If a dispute arises between you and ArbiterPay, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost-effective means of resolving the dispute quickly. Any problems you may have regarding the Website, your Account or the ArbiterPay Services may be reported to the Customer Service Department by calling 801-576-9436 or by email to disputes@arbitersports.com. In the event ArbiterPay is unable to resolve your concerns, you agree that for any claim (excluding claims for injunctive or other equitable relief) where the total amount of the award sought is less than U.S. \$10,000.00, the party requesting relief may elect to resolve the dispute through binding, non-appearance-based arbitration using the Better Business Bureau arbitration services. In the event of non-appearance-based arbitration, the alternative dispute resolution provider and the parties must comply with the following rules: (i) the arbitration shall be conducted by telephone or online; (ii) it shall be solely based on written submissions as chosen by the party initiating the arbitration; and (iii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties. With respect to all arbitration proceedings between you and ArbiterPay, the award of the arbitrator shall be final and binding, and any judgment on the award rendered by the arbitrator may be entered in

any court of competent jurisdiction. This section 38 does not apply to disputes between you and the Trustee, or between you and the ArbiterPay Users.

39. Law and Forum for Disputes. Except as otherwise agreed by the parties or as described in section 38 above, you agree that any claim or dispute you may have against ArbiterPay or the Trustee must be resolved by a court located in Salt Lake City, Utah. You agree to submit to the personal jurisdiction of the courts located within Salt Lake City, Utah for the purpose of litigating all such claims or disputes. This Agreement shall be governed in all respects by the laws of the State of Utah, without regard to conflict of law provisions.

40. No Waiver. ArbiterPay's or the Trustee's failure to act with respect to a breach by you or others does not waive any right to act with respect to subsequent or similar breaches.

41. No Warranty. THE WEBSITE AND THE ARBITERPAY SERVICES AND THE SERVICES PROVIDED BY THE TRUSTEE ARE PROVIDED "AS IS" AND WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. ARBITERPAY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. ArbiterPay does not guarantee continuous, uninterrupted or secure access to any part of the Website, your Account or the ArbiterPay Services, and operation of the Website may be interfered with by numerous factors outside of our control. ArbiterPay will make reasonable efforts to ensure that requests for electronic transactions are processed in a timely manner but ArbiterPay makes no representations or warranties regarding the amount of time needed to complete processing because the ArbiterPay Services are dependent upon many factors outside of ArbiterPay's control, such as delays in the banking system or the U.S. or international mail service.

42. Complete Agreement. This Agreement, along with any other agreements or policies that you have entered into with ArbiterPay or the Trustee, sets forth the entire understanding between you on the one hand and ArbiterPay and the Trustee on the other hand with respect to the Website, your Account and the ArbiterPay Services. Sections 21, 22, 24, 30, 31, 33, 34, 36, 38, 39, 40, 41, 42, 43 and 44, as well as any other terms which by their nature should survive, will survive the termination of this Agreement. If any provision of this Agreement shall be invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective, provided that such remaining provisions do not increase the obligations or liabilities of ArbiterPay or the Trustee. You may obtain an electronic copy of this Agreement executed by the Trustee by requesting such copy from ArbiterPay at the address provided in section 17 above.

43. Effective Date. This Agreement is effective upon your clicking "I Agree" below. YOU ACKNOWLEDGE AND AGREE THAT THIS AGREEMENT REPRESENTS THE EXPRESS AGREEMENT BETWEEN YOU, ARBITERPAY AND THE TRUSTEE WITH RESPECT TO ALL PAST AND FUTURE ARBITERPAY SERVICES AND WITH RESPECT TO ANY FUNDS IN THE TRUST ACCOUNT, WHETHER SUCH FUNDS WERE DEPOSITED PRIOR TO OR AFTER YOUR AGREEING TO THIS AGREEMENT. IN NO EVENT MAY YOU CLAIM THAT THIS AGREEMENT ONLY GOVERNS TRANSACTIONS OCCURRING OR FUNDS DEPOSITED AFTER THE EFFECTIVE DATE. THIS SECTION 43 IS AN

ESSENTIAL CONDITION TO USING THE ARBITERPAY SERVICES. Prior to agreeing to this Agreement, you may request a Payment for any positive balances shown in your Account.

44. Definitions.

- a. “ACH” means the Automated Clearing House network.
- b. “Account” means your ArbiterPay account on the Website.
- c. “Agreement” means this agreement, including all subsequent amendments.
- d. “ArbiterPay,” “we,” “us” or “our” means ArbiterSports, LLC dba ArbiterPay and its subsidiaries and affiliates or an agent acting on their behalf.
- e. “ArbiterPay Payor” means you and any other person or entity using the ArbiterPay Services to make Payments to ArbiterPay Users by depositing Funds into the Trust Account.
- f. “ArbiterPay Services” means all services and related products, features, technologies and other functionalities provided or made available by ArbiterSports, LLC dba ArbiterPay and its affiliates through the Website, whether you access the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.
- g. “ArbiterPay User” means any person or entity using the ArbiterPay Services to receive Payments from ArbiterPay Payors.
- h. “Business Days” means Monday through Friday, excluding days on which the banks in the State of Utah are closed.
- i. “Days” means calendar days.
- j. “Funds” means any monies deposited by you or other ArbiterPay Payors into the Trust Account.
- k. “Payment” or “Payments” means payment by ArbiterPay Payors to ArbiterPay Users using the ArbiterPay Services and related products or services provided by or made available by ArbiterPay.
- l. “Substantial Change” means a change to the terms of this Agreement that reduces your rights or increases your responsibilities.

- m. “Trust Account” means the trust account maintained by the Trustee for the benefit of the ArbiterPay Payors.
- n. “Trustee” means Bank of Utah, acting solely in its capacity as trustee, and/or such other financial institution(s) selected by ArbiterPay from time to time to act as trustee.
- o. “Website” means, as applicable, ArbiterPay.com, ArbiterSports.com and/or RefPay.com and any related mobile site, and includes access portals to the ArbiterPay Services through a computer, an app on a mobile device, or any other means of access.
- p. “You” or “your” means you and any other ArbiterPay Payor using the ArbiterPay Services.

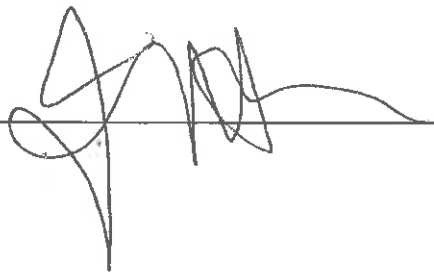
To acknowledge that you agree to be bound by the terms and conditions of this Agreement, click “I Agree.”

Last updated January 22, 2018.
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Appendix A

Pacific Grove Unified School District

Pacific Grove Unified School District has opted to use Arbiter Pay in which Arbiter will be responsible for issuing payments to officials. Pacific Grove Unified School District will also be using ArbiterSports 1099 service in which Arbiter will be processing 1099's to all officials that have been paid using Arbiter's TIN. Pacific Grove Unified School District is not responsible for validation of officials and we have no liability of information provided to the IRS.

X  , Jeff Moore, CRO

X _____

SUBJECT: Public Hearing of Resolution #1022 Regarding Sufficiency of Instructional Materials for Fiscal Year 2018-2019

PERSON(S) RESPONSIBLE: Ani Silva, Director Curriculum/Special Projects

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of the Resolution #1022 Regarding Sufficiency of Instructional Materials for fiscal year 2018-2019.

BACKGROUND:

State Education Code Section 60119 and Assembly Bill 831, Chapter 118, Statutes of 2005, which took effect July 26, 2005, requires that the Governing Board hold a public hearing and make a determination, through the adoption of a resolution, as to whether each pupil in each school in the District has sufficient textbooks or instructional materials, or both, in each subject, that are consistent with the content and cycles of the State curriculum frameworks and adoption cycles.

If the Governing Board determines that there are insufficient textbooks or instructional materials, or both, the Governing Board shall provide information to classroom teachers and to the public setting forth, for each school in which there is insufficiency, the percentage of pupils who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each pupil does not have sufficient textbooks or instructional materials.

The Board is required to comply with this requirement, the Instructional Materials Funding Realignment Program (IMFRP) even though it is not directly funded by the State of California.

INFORMATION:

The District is constantly in the process of updating its textbooks and providing instructional materials to meet the requirements of the State curriculum frameworks, content standards, and adoption cycles. At any time, there will always be a need for additional revenues to update aging or damaged textbooks and provide additional or replacement instructional materials.

In January 2014, the State Board of Education approved programs for adoption in grades TK-8, Algebra 1 and Integrated Math 1. In November 2015, the state Board of Education approved English Language Arts and English Language Development programs for adoption in grades TK-8.

For the 2014-2015 school years, My Math by McGraw Hill was adopted for grades TK-5 aligned to the Common Core State Standards for Math and Superkids by Zaner- Blozer for grades TK-2 aligned to the English Language Arts Common Core State Standards. Glencoe Biology, a program aligned to the Next Generation Science Standards and the Literacy Standards of the Common Core was adopted and implemented for 2014-2015. In 2015-2016 The California Edition of Big Ideas Math by Houghton Mifflin Harcourt was adopted for grades 6-8 as the core math curriculum. In 2016-2017 the High school math department adopted The California Edition of Big Ideas Math as their core math program for Integrated Math 1, Integrated Math 2, and Integrated Math 3. Benchmark Advance, an English Language Arts and English Language Development program, was adopted for grades 3-5. In 2017-2018 the middle school English department adopted StudySync from McGraw Hill, an English Language Arts/English Language Development program.

In September of 2013, the State Board of Education adopted the Next Generation Science Standards. The new standards require a different approach to lesson design that relies on the integration of scientific concepts from multiple disciplines for example combining earth and life science topic. Existing textbooks and supplementary materials can support this shift in science instruction, but state approved NGSS aligned curriculum will be available in early 2019. It is appropriate to find at this time that the District has provided sufficient textbooks and instructional materials for all students consistent with the State curriculum frameworks and adoption cycles. The total cost for textbooks expenditures was \$109,725.86. The district does not receive any additional money for the purchase of instructional materials.

FISCAL IMPACT:

\$93,109.92 (Instructional Materials General Fund) \$16,615.94 (Measure A Bond Fund) as of September 6, 2018



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Public Hearing

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

Ralph Gomez Porras
Superintendent
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Fax (831) 646-6500
rporras@pgusd.org

Rick Miller
Assistant Superintendent
Business Services
(831) 646-6509
rmiller@pgusd.org

PUBLIC HEARING NOTICE

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, September 20, 2018, pursuant to Education Code Section 60119 and 60422, which states in part:

1. The Governing Board shall hold a public hearing or hearings at which the Governing Board shall encourage participation by parents, teachers, members of the community interested in the affairs of the school district, and bargaining unit leaders, and shall make a determination, through a resolution, as to whether each pupil in each school in the district has sufficient textbooks or instructional materials, or both, in each subject that are consistent with the content and cycles of the curriculum framework adopted by the state board. [EC60119(a)(1)]

The hearing will be held during the regular Governing Board meeting, which begins at 7:00 p.m. at Forest Grove Elementary School at 1065 Congress Avenue, Pacific Grove, CA 93950.

This notice posted in accordance with EC 60119(b) on September 6, 2018

1. Robert Down Elementary School
2. Forest Grove Elementary School
3. Pacific Grove Middle School
4. Pacific Grove High School
5. Community High School
6. Pacific Grove Unified School District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Resolution No. 1022 REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2018-2019

WHEREAS, on September 20, 2018 the Board of Pacific Grove Unified School District in order to comply with the requirements of Education Code Section 60119 held a public hearing at 7:00 p.m. which did not take place during or immediately following school hours, and:

WHEREAS, the Governing Board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and:

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and:

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and:

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments, and:

WHEREAS, sufficient textbooks and instructional materials were provided to each student including English Learners, in mathematics, history-social science, and English/language arts, includes the English language development component of an adopted program consistent with the cycles and content of the curriculum frameworks. Grades Tk-2 adopted SuperKids English Language Arts program aligned to Common Core State Standards for implementation in 2014-2015, and: grades 3-5 adopted Benchmark Advance a Language Arts and English Language Development program aligned to Common Core State Standards for implementation in 2016-2017 and: grades 6-8 adopted Study Sync a Language Arts and English Language Development program aligned to Common Core State Standards for implementation in 2017-2018.

WHEREAS, the list of State Approved science textbooks (K-8) was released in Fall 2006. The District began the selection process and adoption took place during the 2008-2009 school year. Next Generation Science standards were approved by the State Board of Education on September 4, 2013. Standards aligned materials will be available January 2019. Students have sufficient instructional materials for instruction in the content area of science, and: Science textbooks for an Honors Chemistry was adopted in 2012 and implemented in 2012-2013, Science textbooks for Biology aligned to Common Core State Standards and Next Generation Science standards was adopted for implementation in 2014-2015 and:

WHEREAS, the list of State Approved math textbooks (K-8) was released in Fall 2013. At that time, the District began the selection process and a math adoption took place during the 2014-2015 school year in grades TK-5 with My Math, Big Ideas Math was adopted for grades 6-8 and Big Ideas Math was adopted for high school Integrated Math 1, Integrated Math 2, and Integrated Math 3, and:

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes,

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12.

NOW THEREFORE, the Governing Board declares that for the 2018-2019 school year, the Pacific Grove Unified School District provided each pupil with sufficient textbooks and instructional materials consistent with the adoption cycles and content of the State curriculum frameworks.

AYES:

NOES:

ABSENT:

Ralph Gomez Porras, Superintendent

SUBJECT: Approval of Resolution #1022 Regarding Sufficiency of Instructional Materials for Fiscal Year 2018-2019

PERSON(S) RESPONSIBLE: Ani Silva, Director Curriculum/Special Projects

RECOMMENDATION:

The District Administration recommends that the Board review and adopt the Resolution #1022 Regarding Sufficiency of Instructional Materials for fiscal year 2018-2019.

BACKGROUND:

State Education Code Section 60119 and Assembly Bill 831, Chapter 118, Statutes of 2005, which took effect July 26, 2005, requires that the Governing Board hold a public hearing and make a determination, through the adoption of a resolution, as to whether each pupil in each school in the District has sufficient textbooks or instructional materials, or both, in each subject, that are consistent with the content and cycles of the State curriculum frameworks and adoption cycles.

If the Governing Board determines that there are insufficient textbooks or instructional materials, or both, the Governing Board shall provide information to classroom teachers and to the public setting forth, for each school in which there is insufficiency, the percentage of pupils who lack sufficient standards-aligned textbooks or instructional materials in each subject area and the reasons that each pupil does not have sufficient textbooks or instructional materials.

The Board is required to comply with this requirement, the Instructional Materials Funding Realignment Program (IMFRP) even though it is not directly funded by the State of California.

INFORMATION:

The District is constantly in the process of updating its textbooks and providing instructional materials to meet the requirements of the State curriculum frameworks, content standards, and adoption cycles. At any time, there will always be a need for additional revenues to update aging or damaged textbooks and provide additional or replacement instructional materials.

In January 2014, the State Board of Education approved programs for adoption in grades TK-8, Algebra 1 and Integrated Math 1. In November 2015, the state Board of Education approved English Language Arts and English Language Development programs for adoption in grades TK-8.

For the 2014-2015 school years, My Math by McGraw Hill was adopted for grades TK-5 aligned to the Common Core State Standards for Math and Superkids by Zaner- Blozer for grades TK-2 aligned to the English Language Arts Common Core State Standards. Glencoe Biology, a program aligned to the Next Generation Science Standards and the Literacy Standards of the Common Core was adopted and implemented for 2014-2015. In 2015-2016 The California Edition of Big Ideas Math by Houghton Mifflin Harcourt was adopted for grades 6-8 as the core math curriculum. In 2016-2017 the High school math department adopted The California Edition of Big Ideas Math as their core math program for Integrated Math 1, Integrated Math 2, and Integrated Math 3. Benchmark Advance, an English Language Arts and English Language Development program, was adopted for grades 3-5. In 2017-2018 the middle school English department adopted StudySync from McGraw Hill, an English Language Arts/English Language Development program.

In September of 2013, the State Board of Education adopted the Next Generation Science Standards. The new standards require a different approach to lesson design that relies on the integration of scientific concepts from multiple disciplines for example combining earth and life science topic. Existing textbooks and supplementary materials can support this shift in science instruction, but state approved NGSS aligned curriculum will be available in early 2019. It is appropriate to find at this time that the District has provided sufficient textbooks and instructional materials for all students consistent with the State curriculum frameworks and adoption cycles. The total cost for textbooks expenditures was \$109,725.86. The district does not receive any additional money for the purchase of instructional materials.

FISCAL IMPACT:

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Action/Discussion Item A

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

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PUBLIC HEARING NOTICE

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Resolution No. 1022 REGARDING SUFFICIENCY OF INSTRUCTIONAL MATERIALS FOR FISCAL YEAR 2018-2019

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WHEREAS, the Governing Board provided at least 10 days' notice of the public hearing posted in at least three public places within the district that stated the time, place, and purpose of the hearing, and:

WHEREAS, the Governing Board encouraged participation by parents, teachers, members of the community, and bargaining unit leaders in the public hearing, and:

WHEREAS, information provided at the public hearing and to the Governing Board at the public meeting detailed the extent to which textbooks and instructional materials were provided to all students, including English learners, in the district, and:

WHEREAS, the definition of "sufficient textbooks or instructional materials" means that each pupil has a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments, and:

WHEREAS, sufficient textbooks and instructional materials were provided to each student including English Learners, in mathematics, history-social science, and English/language arts, includes the English language development component of an adopted program consistent with the cycles and content of the curriculum frameworks. Grades Tk-2 adopted SuperKids English Language Arts program aligned to Common Core State Standards for implementation in 2014-2015, and: grades 3-5 adopted Benchmark Advance a Language Arts and English Language Development program aligned to Common Core State Standards for implementation in 2016-2017 and: grades 6-8 adopted Study Sync a Language Arts and English Language Development program aligned to Common Core State Standards for implementation in 2017-2018.

WHEREAS, the list of State Approved science textbooks (K-8) was released in Fall 2006. The District began the selection process and adoption took place during the 2008-2009 school year. Next Generation Science standards were approved by the State Board of Education on September 4, 2013. Standards aligned materials will be available January 2019. Students have sufficient instructional materials for instruction in the content area of science, and: Science textbooks for an Honors Chemistry was adopted in 2012 and implemented in 2012-2013, Science textbooks for Biology aligned to Common Core State Standards and Next Generation Science standards was adopted for implementation in 2014-2015 and:

WHEREAS, the list of State Approved math textbooks (K-8) was released in Fall 2013. At that time, the District began the selection process and a math adoption took place during the 2014-2015 school year in grades TK-5 with My Math, Big Ideas Math was adopted for grades 6-8 and Big Ideas Math was adopted for high school Integrated Math 1, Integrated Math 2, and Integrated Math 3, and:

WHEREAS, sufficient textbooks or instructional materials were provided to each pupil enrolled in foreign language or health classes,

WHEREAS, sufficient laboratory science equipment was provided for science laboratory classes offered in grades 9-12.

NOW THEREFORE, the Governing Board declares that for the 2018-2019 school year, the Pacific Grove Unified School District provided each pupil with sufficient textbooks and instructional materials consistent with the adoption cycles and content of the State curriculum frameworks.

AYES:

NOES:

ABSENT:

Ralph Gomez Porras, Superintendent

SUBJECT: Updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook.

INFORMATION:

The following is a brief summary of the changes made to each Board Policy, Regulation and Exhibit with recommended changes provided by legal counsel:

1. **BP 1312.3 (Uniform Complaint Procedures):** Updated the language to comply with recent changes in the law, made some additional changes in order to make the policy more readable.
2. **AR 1312.3 (Uniform Complaint Procedures):** Reviewed and updated AR 1312.3 to align with the substantive changes we made to BP 1312.3.
3. **E 1312.3 (Uniform Complaint Procedure—Complaint Form):** Updated the UCP Complaint Form to reflect the changes we made to BP 1312.3.
4. **E 1312.4 (Williams Act Complaint Form):** Analyzed the District's E 1312.4 in November 2017. At that time, it appears that the District adopted some of our suggested revisions, but not all. We are attaching a new redline noting the changes that we are recommending in order to align the Complaint Form with AR 1312.4.
5. **BP 3513.3 (Tobacco Free Schools/Smoking):** Updated BP 3513.3 to comply with recent changes in the law. Also updated the legal references and legal citations.
6. **BP 4100 (Positive School Climate):** No substantive changes to BP 4100 were necessary. We updated the legal references and legal citations to reflect changes in the District's policy numbering scheme.
7. **AR 5020 (Parents' Rights and Responsibilities):** AR 5020 is not mentioned in the Parents' Handbook but is included in the attachments, as it sets forth the legal requirements that must be included in the Parents' Handbook. Updated the language in AR 5020 to comply with the law and updated the legal citations.
8. **BP 5125 (Student Records):** Updated BP 5125 to comply with recent changes in the law. Also updated the legal references and legal citations.
9. **BP 5131 (Conduct):** Revised the language in BP 5131 to align with the changes made to BP 5145.3 (Nondiscrimination/Harassment).
10. **AR 5131 (Conduct):** No substantive changes to AR 5131 were required, but updated the legal references and legal citations to reflect changes in the law.

11. BP 5145.3 (Nondiscrimination/Harassment): Updated and clarified the language in BP 5145.3 to comply with the requirements of Education Code 234.1, requiring the Governing Board to adopt a policy prohibiting discrimination, harassment, intimidation, and bullying based on specified characteristics and further requiring school personnel who witness such actions to take immediate steps to intervene when safe to do so, and other recent changes in the law.

12. BP 5146 (Electronic Signaling Devices): While no substantive changes were required to BP 5146; however suggested adding a cross-reference to BP 5131 (Conduct) which includes rules governing use of electronic signaling devices. Also updated the legal references and legal citations to reflect changes in the law.

13. BP 6154 (Homework/Make-up Work): BP 6154 is not referenced in the Parents' Handbook; however, the District may want to consider including it, as the Parents' Handbook references provisions from this Board Policy. (See comment regarding AR 6154, below). For that reason, we reviewed BP 6154 and updated it pursuant to Education Code sections 48980 and 48913.

14. BP 6163.4 (Student Use of Technology): No substantive changes were required for BP 6163.4; however, updated the legal references and legal citations to reflect changes in the law.

15. AR 6163.4 (Student Use of Technology): Updated the language in AR 6163.4 to comply with recent changes in the law.

16. BP 5116.1 (Intradistrict Open Enrollment): Updated BP 5116.1 in order to align them with Education Code section 35160.5 and any other applicable law. The Superintendent or designee must offer priority for intradistrict transfer requests to certain classes of students in accordance with a priority schedule.

17. AR 5116.1 (Intradistrict Open Enrollment): Updated BR 5116.1 in order to align them with Education Code section 35160.5 and any other applicable law. As revised, the AR now requires the Superintendent or designee to use a randomized lottery to establish a waiting list for enrolling non-priority applicants in schools that have exceeded capacity. (See Education Code section 35160.5.) The AR now requires that the Superintendent or designee to determine the capacity of each school in a nonarbitrary manner using pupil enrollment and available space and make annual adjustments to school capacity as necessary. This is required by Education Code section 35160.5.

18. BP 5117 (Interdistrict Attendance): Clarified the language in this policy to clarify that, pursuant to Education Code section 46600, a student admitted to the District on the basis of an interdistrict attendance permit, is not required to reapply, unless reapplication requirements are set out in the interdistrict attendance agreement.

19. BP 5117.1 (Interdistrict Attendance—Open Enrollment Act): As you may be aware, the California Department of Education (CDE) has confirmed that it can no longer produce a new list of the 1,000 lowest performing schools for purposes of transfers under the Open Enrollment Act/Romero Bill, given the cessation of calculation of the API. The last list posted was apparently from the 2015-2016 school year. No list has been posted since then. However, the State Board of Education (SBE) has adopted regulations to implement the Romero Bill/Open Enrollment Act. To our knowledge, there have not been any court cases addressing whether the obligations under the Romero Bill have been suspended. Nonetheless, legal counsel believes the District has a strong argument that it does not have to accept applications for Open Enrollment Act transfers until such time as an updated list is posted. Legal counsel suggested adding language to that effect in BP 5117.1. Also corrected timelines as set out in the regulations and updated the legal references and citations.

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

The Governing Board recognizes that the District is responsible for ensuring that it complies with state and federal laws and regulations governing educational programs.

The District uniform complaint procedures (UCP) will be used to investigate the following complaints:

1. **Discrimination Complaints.** Any complaint alleging unlawful discrimination, harassment, intimidation, or bullying based on one or more of the following actual or perceived characteristics, or association with a person or group with one or more of the following actual or perceived characteristics: disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, color, age, religion, sexual orientation, genetic information, marital, parental or family status or any other characteristics identified in Education Code sections 200 and 220, Government Code section 11135, or Penal Code section 422.55, in any District program or activity that receives or benefits from state financial assistance.

2. **Noncompliance Complaints.** Complaints alleging failure to comply with state or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education programs, Regional Occupational Centers and Programs, state preschool program health and safety, foster and homeless youth services, lactating student accommodations, physical education instructional minute requirements for students in grades 1-6, educational content course requirements for grades 9-12, graduation requirements exemptions for former juvenile court school students, school safety planning, child care and development programs, child nutrition programs, and special education programs. (Title 5, Sections 4610, 4620)

3. **Student Fees Complaints.** Any complaint alleging District violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. (Title 5, Section 4610)

4. **Local Control and Accountability Plan Noncompliance Complaints.** Any complaint alleging the District's noncompliance with legal requirements related to the implementation of the Local Control and Accountability Plan (LCAP). (~~Education~~ Code ~~§Section~~ 52075)

5. Rights of Homeless Students and Students in Foster Care. The District's uniform complaint procedures cover complaints pertaining to the education of homeless students and students in foster care, including, but not limited to rights related to: (1) school placement; (2) access to academic, extracurricular and enrichment programs and activities; (3) educational services for students living in emergency shelters; (4) assignment of an educational liaison and the carrying out of the liaison's duties; (5) transfer of the complete educational record and credits earned to the next educational placement; (6) proper and timely transfer between schools of students in foster care; and (7) ensuring that no lowering of grades occurs due to a foster youth's absence due to a change in placement by a court or placing agency, or due to a verified court appearance or related court activity.

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

- ~~a) Allow a foster or homeless child to remain in his/her school of origin while resolution of a school placement dispute is pending;~~
- ~~b) Place a foster child or homeless student in the least restrictive educational programs and provide access to academic resources and services, and extracurricular and enrichment activities available to all students and make educational and school placement decisions based on the best interests of the child;~~
- ~~c) Provide educational services for foster children and homeless students living in emergency shelters;~~
- ~~d) Designate a staff person as the educational liaison for foster children and homeless students. The educational liaison must ensure and facilitate the proper educational placement, enrollment in school, and checkout from school, and assist when transferring from one school or district to another by ensuring the proper transfer of credits, records and grades;~~
- ~~e) Compile and transfer the complete educational record, including full or partial credits earned and the current classes and grades, of a transferring foster child or homeless student to the next educational placement;~~
- ~~f) Ensure the proper and timely transfer between schools of students in foster care;~~
- ~~g) Within two business days of receipt of a transfer request or notification of enrollment from the new local educational agency, transfer the student and deliver the student's complete educational information and records to the next educational placement; and~~
- ~~h) Ensure that no lowering of grades will occur as a result of a foster student's absence due to a change in placement by a court or placing agency, or due to a verified court appearance or related court activity;~~

6. Graduation and Coursework Requirements for Foster Youth, Homeless Students, Former Juvenile Court Students, and Students Living in Active Duty Military Households. The District's uniform complaint procedures cover complaints pertaining to the graduation and coursework rights of foster youth, homeless students, former juvenile court students, and students living in the households of parents/guardians who are active duty members of the military, as provided in Education Code sections 51225.1 and 51225.2.

- ~~a) Within 30 days of transferring, after the completion of the second year of high school, students must be notified that s/he may be exempt from local graduation requirements and that this exemption continues after the court's jurisdiction over a foster child ends, when a homeless student is no longer homeless, when a student is no longer under the jurisdiction of a juvenile~~

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

~~court, or when the student no longer lives in the household of an active duty service member; (Ed. Code § 51225.1(d));~~

~~b) Accept coursework satisfactorily completed while attending another public school, a juvenile court school, or a nonpublic, nonsectarian school or agency, even if the student did not complete the entire course; and must issue full or partial credit for the coursework completed. For students living in active duty military households, "public schools" include schools operated by the United States Department of Defense. (Ed. Code § 51225.2(b));~~

~~e) Students may not be required to retake a course satisfactorily completed elsewhere. If the student did not complete the entire course, the school district may not require that the student retake the portion already completed, unless the school district, in consultation with the holder of the student's educational rights, finds that the student is reasonably able to complete the requirements in time to graduate from high school. When partial credit is awarded in a particular course, the student must be enrolled in the same or equivalent course in order to continue and complete the entire course (Ed. Code § 51225.2(b) and (d));~~

~~d) Students may not be prevented from retaking or taking a course to meet the eligibility requirements for admission to the California State University or the University of California (Ed. Code § 51225.2(e));~~

~~e) Exempt students transferring between schools at any time after the completion of his/her second year of high school from all coursework and other requirements adopted by the district's governing board that are in addition to the statewide coursework requirements for graduation found in Education Code section 51225.3, unless the district makes a finding that the student is reasonably able to complete the district's graduation requirements in time to graduate from high school by the end of the student's fourth year of high school (Ed. Code § 51225.1(a));~~

~~f) For students deemed reasonably able to complete the district's graduation requirements within the student's fifth year of high school, the district must do all of the following: (1) inform the student of his/her option to remain in school for a fifth year to complete the school district's graduation requirements; (2) inform the student, and the person holding the right to make educational decisions for the student, about how remaining in school for a fifth year to complete the school district's graduation requirements will affect the student's ability to gain admission to a postsecondary educational institution; (3) provide information to the student about transfer opportunities available through the California Community Colleges; and (4) upon agreement with an adult student or with a minor student's educational rights holder, permit the student to stay in school for a fifth year to complete the school district's graduation requirements (Ed. Code § 51225.1(b)(1) (4));~~

~~g) Within 30 calendar days of the school transfer, the school district must notify a student who may qualify for the exemption from local graduation requirements, his or her parent/guardian, the~~

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

~~person holding the right to make educational decisions for the student, the foster youth's social worker, a former juvenile court student's probation officer, and, in the case of homeless students, the school district's liaison for homeless students, of the availability of the exemption from local graduation requirements and whether the student qualifies for the exemption (Ed. Code § 51225.1(d)(1) – (4);~~

~~If the school district fails to provide timely notice of these rights, the student will be eligible for the local graduation requirements exemption even after the student is no longer: (1) homeless; (2) in foster care; (3) under the juvenile court's jurisdiction; or (4) living in the household of an active duty military service member, if the student otherwise qualifies for the exemption. (Ed. Code § 51225.1(d).)~~

~~h) Students exempted from local graduation requirements who complete statewide coursework requirements before the end of their fourth year of high school may not be required or asked to graduate before the end of their fourth year of high school, if otherwise entitled to remain in attendance. (Ed. Code § 51225.1(e).)~~

~~i) If a student is exempted from local graduation requirements, the school district must notify the student and the student's educational rights holder of how any of the requirements that are waived will affect the student's ability to gain admission to a postsecondary educational institution and must provide information about transfer opportunities available through the California Community Colleges (Ed. Code § 51225.1(f);~~

~~j) Students eligible for the exemption from local graduation requirements and who would otherwise be entitled to remain at the school, shall not be required to accept the exemption or be denied enrollment in, or the ability to complete, courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements (Ed. Code § 51225.1(g);~~

~~k) If a student is not exempted from local graduation requirements or has previously declined the exemption, the school district must exempt the student at any time if he/she requests and qualifies for the exemption (Ed. Code § 51225.1(h);~~

~~l) Once exempted from local graduation requirements, the school district shall not revoke the exemption (Ed. Code § 51225.1(i);~~

~~m) If a student in foster care is exempted from local graduation requirements, the exemption must continue to apply after the termination of the court's jurisdiction over the student while he/she is enrolled in school or if the student transfers to another school or school district (Ed. Code § 51225.1(j)(1);~~

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

- ~~n) If a homeless student is exempted from local graduation requirements, the exemption must continue to apply after the student is no longer homeless while he/she is enrolled in school or if the student transfers to another school or school district (Ed. Code § 51225.1(j)(2);~~
- ~~o) If a former juvenile court school student is exempted from local graduation requirements, the exemption must continue to apply after the termination of the court's jurisdiction over the student while he/she is enrolled in school or if the student transfers to another school or school district (Ed. Code § 51225.1(j)(3);~~
- ~~p) For students living in active duty military households, the exemption will continue to apply after: (1) a student transfers to another school or school district, or (2) a student no longer meets the "child of military family" definition. (Ed. Code § 51225.1(j)(4);~~
- ~~q) A school district may not require or request that students transfer schools in order to be exempted from local graduation requirements (Ed. Code § 51225.1(k); and~~
- ~~r) Transfer requests may not be made on a student's behalf solely to qualify the student for an exemption under this section. (Ed. Code § 51225.1(l);~~

7. Lactation Accommodations for Parenting Students. School districts must provide reasonable accommodations to lactating students on school campuses to express breast milk, breastfeed an infant child or address other needs related to breastfeeding. A student may not incur an academic penalty as a result of her use of reasonable lactation accommodations and must be provided an opportunity to make up any work missed due to such use. (Ed. Code § 222(f).)

8. Assigning Students to Course Periods Without Educational Content. Beginning with the 2016-2017 school year, school districts may not assign students in grades 9-12 to course periods without educational content for more than one week in any semester without written parental consent and related documentation. "Course periods without educational content" are defined to include course periods where: (1) a student is released early from school; (2) the student is assigned to a service, instructional work experience or to a course to assist a certificated employee, but is not expected to complete curricular assignments; or (3) where the student is not assigned to any course during the class period.

School districts are also prohibited, without written parental consent and related documentation, from enrolling 9-12th graders in classes they have previously completed and received a grade that is satisfactory to receive a high school diploma and to attend a California public institution of postsecondary education. (Ed. Code §§ 51228.1, 51228.2, and 51228.3.)

9. Elementary School Physical Education Instructional Minutes. Students in an elementary school maintaining grades 1-6 are required to receive, at minimum, 200 minutes of physical education instruction each 10 school days, exclusive of recesses and lunch periods. Complaints regarding a

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school district's failure to comply with these physical education instructional minute requirements may be filed under the District's Uniform Complaint Procedures. (Ed. Code § 51210.)

10. Juvenile Court School Student Graduation Requirements and Continuing Education

Options. School districts and county offices must exempt former juvenile court school students, who have transferred into a school district from a juvenile court school after completion of their second year of high school, from local graduation requirements that exceed state requirements and accept coursework satisfactorily completed while attending the juvenile court school, even if the student did not complete the entire course, and grant full or partial credit for courses earned while in juvenile court school. Juvenile court students who have qualified for a diploma have additional rights related to deferring or declining the issuance of a diploma in order to take additional coursework, continuing their education upon release from the juvenile detention facility, and community college transfer opportunities. Former and current juvenile court school students may file complaints of non-compliance with these requirements under the District's Uniform Complaint Procedures. (Ed. Code §§48645.7 and 51225.2)

The Board encourages the early, informal resolution of complaints at the site level whenever possible. In the event that issues are not resolved informally, a written complaint of alleged noncompliance by the District may be filed using the District's UCP Complaint form (Exhibit 1312.3(a)) and in accordance with Administrative Regulation 1312.3.

Upon receipt of a written complaint from an individual, public agency or organization (Exhibit 1312.3(a)), uniform complaint procedures shall be initiated. The Superintendent or designee shall distribute full information about these procedures.

The parties may utilize alternative methods to resolve the allegations in a complaint, including, but not limited to, mediation. (Title 5, Section 4631) The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate a mediation process before beginning a formal compliance investigation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

The Board acknowledges and respects student and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis. (Title 5, Section 4621)

The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination or participation in complaint procedures. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

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Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination

222 Lactation accommodations for parenting students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18179 School libraries

35146 Closed sessions

35160 Authority of governing boards

44670.1-44671.5 School personnel staff development and resource centers

48645.5 and 48645.7 coursework, continuing education options and graduation deferral rights for former juvenile court school students

48850, 48852.5, 48852.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2, 42 USC 11432 and 5 CCR §

4622 Homeless students and students in foster care

48985 Notices in language other than English

49013 Pupil fees

49060-49079 Student records

49490-49560 Child nutrition programs

51210 and 51223 Elementary school physical education instructional minutes

51225.1 and 51225.2 Graduation and coursework requirements for foster youth, homeless students, former juvenile court student, and students living in active duty military households s²-graduation requirement exemptions

51228.1, 51228.2 and 51228.3 Assigning students to course periods without educational content

51513 Personal beliefs

52000-52049.1 School improvement programs

52075 Local Control and Accountability Plan

52160-52178 Bilingual education programs

52300-52483 Vocational education

52500-52616.24 Adult schools

52800-52863 School-based coordinated programs

54000-54041 Economic impact aid programs

54100-54145 Miller-Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56885 Special education programs

59000-59300 Special schools and centers

64000 Consolidated application process

GOVERNMENT CODE

54957-54957.8 Closed sessions

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3080 Application of section 4600-4671
4600 – 4671 Uniform Complaint Procedures
UNITED STATES CODE, TITLE 20
1221 – 1232g General Education Provisions Act
1681 – 1688 Discrimination based on sex or blindness, Title IX
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1 – 100.13 Nondiscrimination
CSBA Date – 10/97

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The Governing Board recognizes that the District is responsible for ensuring that it complies with state and federal laws and regulations governing educational programs.

The District uniform complaint procedures (UCP) will be used to investigate the following complaints:

1. Discrimination Complaints. Any complaint alleging unlawful discrimination, harassment, intimidation, or bullying based on one or more of the following actual or perceived characteristics, or association with a person or group with one or more of the following actual or perceived characteristics: disability, gender, gender identity, gender expression, nationality, race or ethnicity, immigration status, color, age, religion, sexual orientation, genetic information, marital, parental or family status or any other characteristics identified in Education Code sections 200 and 220, Government Code section 11135, or Penal Code section 422.55, in any District program or activity that receives or benefits from state financial assistance.

2. Noncompliance Complaints. Complaints alleging failure to comply with state or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education programs, Regional Occupational Centers and Programs, state preschool program health and safety, foster and homeless youth services, lactating student accommodations, physical education instructional minute requirements for students in grades 1-6, educational content course requirements for grades 9-12, graduation requirements exemptions for former juvenile court school students, school safety planning, child care and development programs, child nutrition programs, and special education programs. (Title 5, Sections 4610, 4620)

3. Student Fees Complaints. Any complaint alleging District violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities. (Title 5, Section 4610)

4. Local Control and Accountability Plan Noncompliance Complaints. Any complaint alleging the District's noncompliance with legal requirements related to the implementation of the Local Control and Accountability Plan (LCAP). (Ed. Code § 52075)

5. Rights of Homeless Students and Students in Foster Care. The District's uniform complaint procedures cover complaints pertaining to the education of homeless students and students in foster care, including, but not limited to rights related to: (1) school placement; (2) access to academic, extracurricular and enrichment programs and activities; (3) educational services for students living in emergency shelters; (4) assignment of an educational liaison and the carrying out of the liaison's duties; (5) transfer of the complete educational record and credits earned to the next educational placement; (6) proper and timely transfer between schools of students in foster care; and (7) ensuring that no lowering of grades occurs due to a foster youth's absence due to a change in placement by a court or placing agency, or due to a verified court appearance or related court activity.

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6. Graduation and Coursework Requirements for Foster Youth, Homeless Students, Former Juvenile Court Students, and Students Living in Active Duty Military Households. The District's uniform complaint procedures cover complaints pertaining to the graduation and coursework rights of foster youth, homeless students, former juvenile court students, and students living in the households of parents/guardians who are active duty members of the military, as provided in Education Code sections 51225.1 and 51225.2.

7. Lactation Accommodations for Parenting Students. School districts must provide reasonable accommodations to lactating students on school campuses to express breast milk, breastfeed an infant child or address other needs related to breastfeeding. A student may not incur an academic penalty as a result of her use of reasonable lactation accommodations and must be provided an opportunity to make up any work missed due to such use. (Ed. Code § 222(f).)

8. Assigning Students to Course Periods Without Educational Content. Beginning with the 2016-2017 school year, school districts may not assign students in grades 9-12 to course periods without educational content for more than one week in any semester without written parental consent and related documentation. "Course periods without educational content" are defined to include course periods where: (1) a student is released early from school; (2) the student is assigned to a service, instructional work experience or to a course to assist a certificated employee, but is not expected to complete curricular assignments; or (3) where the student is not assigned to any course during the class period.

School districts are also prohibited, without written parental consent and related documentation, from enrolling 9-12th graders in classes they have previously completed and received a grade that is satisfactory to receive a high school diploma and to attend a California public institution of postsecondary education. (Ed. Code §§ 51228.1, 51228.2, and 51228.3.)

9. Elementary School Physical Education Instructional Minutes. Students in an elementary school maintaining grades 1-6 are required to receive, at minimum, 200 minutes of physical education instruction each 10 school days, exclusive of recesses and lunch periods. Complaints regarding a school district's failure to comply with these physical education instructional minute requirements may be filed under the District's Uniform Complaint Procedures. (Ed. Code § 51210.)

10. Juvenile Court School Student Graduation Requirements and Continuing Education Options. School districts and county offices must exempt former juvenile court school students, who have transferred into a school district from a juvenile court school after completion of their second year of high school, from local graduation requirements that exceed state requirements and accept coursework satisfactorily completed while attending the juvenile court school, even if the student did not complete the entire course, and grant full or partial credit for courses earned while in juvenile court school. Juvenile court students who have qualified for a diploma have additional rights related to deferring or declining the issuance of a diploma in order to take additional coursework, continuing their education upon release from the juvenile detention facility, and community college transfer opportunities. Former and current juvenile court school students may file complaints of non-

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compliance with these requirements under the District's Uniform Complaint Procedures. (Ed. Code §§48645.7 and 51225.2)

The Board encourages the early, informal resolution of complaints at the site level whenever possible. In the event that issues are not resolved informally, a written complaint of alleged noncompliance by the District may be filed using the District's UCP Complaint form (Exhibit 1312.3(a)) and in accordance with Administrative Regulation 1312.3.

Upon receipt of a written complaint from an individual, public agency or organization (Exhibit 1312.3(a)), uniform complaint procedures shall be initiated. The Superintendent or designee shall distribute full information about these procedures.

The parties may utilize alternative methods to resolve the allegations in a complaint including, but not limited to, mediation. (Title 5, Section 4631) The Board recognizes that a neutral mediator can often suggest an early compromise that is agreeable to all parties in a dispute. In accordance with uniform complaint procedures, whenever all parties to a complaint agree to try resolving their problem through mediation, the Superintendent or designee shall initiate a mediation process before beginning a formal compliance investigation. The Superintendent or designee shall ensure that mediation results are consistent with state and federal laws and regulations.

The Board acknowledges and respects student and employee rights to privacy. Discrimination complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. This includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis. (Title 5, Section 4621)

The Board prohibits retaliation in any form for the filing of a complaint, the reporting of instances of discrimination or participation in complaint procedures. Such participation shall not in any way affect the status, grades or work assignments of the complainant.

Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination

222 Lactation accommodations for parenting students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18179 School libraries

35146 Closed sessions

35160 Authority of governing boards

44670.1-44671.5 School personnel staff development and resource centers

48645.5 and 48645.7 coursework, continuing education options and graduation deferral rights for former juvenile court school students

48850, 48852.5, 48852.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2, 42 USC 11432 and 5 CCR §

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4622 Homeless students and students in foster care
 48985 Notices in language other than English
 49013 Pupil fees
 49060-49079 Student records
 49490-49560 Child nutrition programs
 51210 and 51223 Elementary school physical education instructional minutes
 51225.1 and 51225.2 Graduation and coursework requirements for foster youth, homeless students, former juvenile court school student, and students living in active duty military households
 51228.1, 51228.2 and 51228.3 Assigning students to course periods without educational content
 51513 Personal beliefs
 52000-52049.1 School improvement programs
 52075 Local Control and Accountability Plan
 52160-52178 Bilingual education programs
 52300-52483 Vocational education
 52500-52616.24 Adult schools
 52800-52863 School-based coordinated programs
 54000-54041 Economic impact aid programs
 54100-54145 Miller-Unruh Basic Reading Act
 54400-54425 Compensatory education programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
 56000-56885 Special education programs
 59000-59300 Special schools and centers
 64000 Consolidated application process
 GOVERNMENT CODE
 54957-54957.8 Closed sessions
 CODE OF REGULATIONS, TITLE 5
 3080 Application of section 4600-4671
 4600 – 4671 Uniform Complaint Procedures
 UNITED STATES CODE, TITLE 20
 1221 – 1232g General Education Provisions Act
 1681 – 1688 Discrimination based on sex or blindness, Title IX
 CODE OF FEDERAL REGULATIONS, TITLE 34
 100.1 – 100.13 Nondiscrimination
 CSBA Date – 10/97

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Compliance Officers

The Governing Board designates the following compliance officer/s who shall be responsible for initially receiving all complaints, investigating as appropriate and/or delegating to the appropriate Program Administrator to investigate and ensure District compliance with law: (Title 5, Section 4621)

Director, Human Resources
435 Hillcrest Avenue
Pacific Grove, CA 93950
(831)-646-6507

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee. (Title 5, Section 4621)

Notifications

The Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of District complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

The above notification shall state that complainants may seek help from agencies such as legal assistance agencies, local mediation centers or the county office of education. Local resources include:

- Monterey County Office of Education
- Department of Fair Employment and Housing
- Office of Civil Rights
- Equal Employment Opportunity Commission

Procedures

The following procedures shall be used to address only the complaints specified in Board Policy 1312.3. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

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Filing of Complaint

1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying

Complaints alleging unlawful discrimination, harassment, intimidation or bullying may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination unless the time for filing is extended by the district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the district superintendent or his or her designee shall be made in writing. The period for filing may be extended by the district superintendent or his or her designee for good cause for a period not to exceed 90 days following the expiration of the six month time period. The district superintendent shall respond immediately upon a receipt of a request for extension. (Title 5, Section 4630)

2. Complaints alleging violations of federal or state law governing certain programs

A written complaint alleging District violation of applicable federal or state laws governing adult education programs, consolidated categorical aid programs, migrant education, career technical education and training programs, Regional Occupational Centers and Programs, child care and development programs, state preschool program health and safety, child nutrition programs, foster and homeless youth services, lactating student accommodations, physical education instructional minute requirements for students in grades 1-6, ~~E~~ducational content course requirements for grades 9-12, former juvenile court school students' graduation, requirements coursework exemptions and continuing education options for former juvenile court school students, graduation and coursework requirements for foster youth, homeless students, and students living in active duty military households, school safety planning or special education programs, may be filed by any individual, public agency, or organization. (Education Code Sections 222, 51210, 51223, 51225.1, 51225.2, 51228.1, 51228.2, 51228.3, and Title 5, Sections 4610 and 4630)

3. Complaints regarding pupil fees and LCAP violations

Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP, may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, those complaints must be filed no later than one year from the date the alleged violation occurred. (Education Code Sections 49013, 52075; Title 5 Section 4630)

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The complaint shall be presented to the Compliance Officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him or her to file the complaint. (Title 5, Section 4600)

Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (Title 5, Section 4631)

Investigation of Complaint

The compliance officer will hold an investigative meeting with the complainant within five school days of receiving the complaint. The complainant, and his or her representative, will have an opportunity to present the complaint(s) and evidence or information leading to support the allegations of non-compliance with state and federal laws and/or regulations. (Title 5, Section 4631)

Parties to the dispute may discuss the complaint and question each other or each other's witnesses. If the complainant does not attend the meeting, the District representative will make a formal note of the occurrence and move forward in completing the investigation.

The District will investigate the complaint and issue the complainant a written report within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time. (Title 5, Section 4631)

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations. (Title 5, Section 4631)

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Refusal by the District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (Title 5, Section 4631)

Response

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision is final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the District's initially receiving the complaint or within the time period that has been specified in a written agreement with the complainant. (Title 5, Section 4631)

Final Written Decision

The report of the District's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District shall arrange a meeting at which a community member will interpret it for the complainant.

This written decision shall include:

1. The findings of fact based on the evidence gathered,
2. Conclusions of law,
3. Disposition of the complaint,
4. The rationale for the disposition,
5. Corrective actions, if they are warranted, including, with respect to a pupil fee complaint, a remedy that comports with Education Code sections 49013(d) and Title 5, Section 4600(u).
6. Notice of the complainant's right to appeal the District's decision to the California Department of Education (CDE), and

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7. Procedures to be followed for initiating an appeal to the CDE.
(Title 5, Section 4631)

If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the District's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. (Title 5, Section ~~4632~~4652)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and the District's decision. (Title 5, Section ~~4632~~4652)

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Compliance Officers

The Governing Board designates the following compliance officer/s who shall be responsible for initially receiving all complaints, investigating as appropriate and/or delegating to the appropriate Program Administrator to investigate and ensure District compliance with law: (Title 5, Section 4621)

Director, Human Resources
435 Hillcrest Avenue
Pacific Grove, CA 93950
(831)-646-6507

The Superintendent or designee shall ensure that employees designated to investigate complaints are knowledgeable about the laws and programs for which they are responsible. Such employees may have access to legal counsel as determined by the Superintendent or designee. (Title 5, Section 4621)

Notifications

The Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of District complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

The above notification shall state that complainants may seek help from agencies such as legal assistance agencies, local mediation centers or the county office of education. Local resources include:

- Monterey County Office of Education
- Department of Fair Employment and Housing
- Office of Civil Rights
- Equal Employment Opportunity Commission

Procedures

The following procedures shall be used to address only the complaints specified in Board Policy 1312.3. Compliance officers shall maintain a record of each complaint and subsequent related actions, including all information required for compliance with the Code of Regulations, Title 5, Section 4633.

All parties involved in allegations shall be notified when a complaint is filed, when a complaint meeting or hearing is scheduled and when a decision or ruling is made.

Filing of Complaint

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1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying

Complaints alleging unlawful discrimination, harassment, intimidation or bullying may be filed by a person who alleges that he/she personally suffered unlawful discrimination or by a person who believes that an individual or any specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination unless the time for filing is extended by the district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the district superintendent or his or her designee shall be made in writing. The period for filing may be extended by the district superintendent or his or her designee for good cause for a period not to exceed 90 days following the expiration of the six month time period. The district superintendent shall respond immediately upon a receipt of a request for extension. (Title 5, Section 4630)

2. Complaints alleging violations of federal or state law governing certain programs

A written complaint alleging District violation of applicable federal or state laws governing adult education programs, consolidated categorical aid programs, migrant education, career technical education and training programs, Regional Occupational Centers and Programs, child care and development programs, state preschool program health and safety, child nutrition programs, foster and homeless youth services, lactating student accommodations, physical education instructional minute requirements for students in grades 1-6, educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, graduation and coursework requirements for foster youth, homeless students, and students living in active duty military households, school safety planning or special education programs, may be filed by any individual, public agency, or organization. (Education Code Sections 222, 51210, 51223, 51225.1, 51225.2, 51228.1, 51228.2, 51228.3, and Title 5, Sections 4610 and 4630)

3. Complaints regarding pupil fees and LCAP violations

Any complaint alleging noncompliance with law regarding the prohibition against requiring students to pay student fees, deposits, and charges or any requirement related to the LCAP, may be filed anonymously if the complaint provides evidence, or information leading to evidence, to support an allegation of noncompliance. A complaint about a violation of the prohibition against the charging of unlawful student fees may be filed with the principal of the school. However, those complaints must be filed no later than one year from the date the alleged violation occurred. (Education Code Sections 49013, 52075; Title 5 Section 4630)

The complaint shall be presented to the Compliance Officer who shall maintain a log of complaints received, providing each with a code number and a date stamp.

If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him or her to file the complaint. (Title 5, Section 4600)

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Mediation

Within three days of receiving the complaint, the compliance officer may informally discuss with the complainant the possibility of using mediation. If the complainant agrees to mediation, the compliance officer shall make all arrangements for this process.

Before initiating the mediation of a discrimination complaint, the compliance officer shall ensure that all parties agree to make the mediator a party to related confidential information.

If the mediation process does not resolve the problem within the parameters of law, the compliance officer shall proceed with his/her investigation of the complaint.

The use of mediation shall not extend the District's timelines for investigating and resolving the complaint unless the complainant agrees in writing to such an extension of time. (Title 5, Section 4631)

Investigation of Complaint

The compliance officer will hold an investigative meeting with the complainant within five school days of receiving the complaint. The complainant, and his or her representative, will have an opportunity to present the complaint(s) and evidence or information leading to support the allegations of non-compliance with state and federal laws and/or regulations. (Title 5, Section 4631)

Parties to the dispute may discuss the complaint and question each other or each other's witnesses. If the complainant does not attend the meeting, the District representative will make a formal note of the occurrence and move forward in completing the investigation.

The District will investigate the complaint and issue the complainant a written report within 60 days from the date of the receipt of the complaint, unless the complainant agrees in writing to an extension of time. (Title 5, Section 4631)

Refusal by the complainant to provide the investigator with documents or other evidence related to the allegations in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in the dismissal of the complaint because of a lack of evidence to support the allegations. (Title 5, Section 4631)

Refusal by the District to provide the investigator with access to records and/or other information related to the allegation in the complaint, or to otherwise fail or refuse to cooperate in the investigation or engage in any other obstruction of the investigation, may result in a finding based on evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (Title 5, Section 4631)

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Response

The Board may consider the matter at its next regular Board meeting or at a special Board meeting convened in order to meet the 60-day time limit within which the complaint must be answered. The Board may decide not to hear the complaint, in which case the compliance officer's decision is final.

If the Board hears the complaint, the compliance officer shall send the Board's decision to the complainant within 60 days of the District's initially receiving the complaint or within the time period that has been specified in a written agreement with the complainant. (Title 5, Section 4631)

Final Written Decision

The report of the District's decision shall be written in English and in the language of the complainant whenever feasible or required by law. If it is not feasible to write this report in the complainant's primary language, the District shall arrange a meeting at which a community member will interpret it for the complainant.

This written decision shall include:

1. The findings of fact based on the evidence gathered,
2. Conclusions of law,
3. Disposition of the complaint,
4. The rationale for the disposition,
5. Corrective actions, if they are warranted, including, with respect to a pupil fee complaint, a remedy that comports with Education Code sections 49013(d) and Title 5, Section 4600(u).
6. Notice of the complainant's right to appeal the District's decision to the California Department of Education (CDE), and
7. Procedures to be followed for initiating an appeal to the CDE.
(Title 5, Section 4631)

If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.

Pacific Grove Unified School District

Community Relations

Regulation #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Procedures

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the District's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. (Title 5, Section 4632)

When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and the District's decision. (Title 5, Section 4632)

See Policy #1312.3
CSBA Date – 10/97

Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Uniform Complaint Form

Please complete all information and return this form to:

PGUSD Human Resource Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

If you need help filling out the form please contact the Human Resources Director at 646-6507.

Date	Name of Complainant	School
Address	City	State Zip
Phone (Day)	Phone (Evening)	Phone (Cell)

z

Name of Parent if not Complainant

Please check the appropriate box(es):

- A. ☐ I am filing a complaint alleging unlawful discrimination, harassment, intimidation, or bullying based on one or more of the following actual or perceived characteristics, or association with a person or group with one or more of the following actual or perceived characteristics: disability, gender, gender identity, gender expression, nationality, race or ethnicity, ethnic group identification, immigration status, color, age, religion, genetic information, sex or sexual orientation, marital, parental or family status or any other characteristics identified in Education Code sections 200 and 220, Government Code section 11135, or Penal Code section 422.55, in any District program or activity that receives or benefits from state financial assistance.
- B. ☐ I am filing a complaint alleging a violation of federal or state laws governing any of the following: adult education, consolidated categorical aid programs, career technical and technical education, Regional Occupational Centers and Programs, migrant education, child care and development programs, state preschool program health and safety, foster and homeless youth services, lactating student accommodations, physical education instructional minute requirements for students in grades 1-6, educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, requirements exemptions for former juvenile court school students, graduation and coursework requirements for foster youth, homeless students, and students living in active duty military households, child nutrition programs-, special education and school safety planning.
- Please specify the program(s): _____.
- C. ☐ I am filing a complaint alleging violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.
- D. ☐ I am filing a complaint alleging that the District has not complied with legal requirements related to the implementation of the Local Control and Accountability Plan (LCAP).

Date and results of informal meeting and/or mediation (if applicable): _____

(If you need additional space, you may attach a separate sheet of paper to this complaint form.)

(For Office Use Only)

Date Received

Date Complainant was contacted

Expected Date of Written Response (60 working days)

Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

For each box that you checked, please specifically describe the nature of your complaint. Be as factual and specific as possible. Discrimination complaints must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts supporting the alleged discrimination. Therefore, you must as least indicate the approximate date of the alleged violation. If the violation has occurred over a period of time or is continuing, please indicate the time period in question.

Details of the complaint (attach appropriate supporting documents):

Specific remedy sought:

Within 60 calendar days following the receipt of the complaint a written report of the district's investigation shall be completed.

Signature of Complainant: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Uniform Complaint Form

Please complete all information and return this form to:

PGUSD Human Resource Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

If you need help filling out the form please contact the Human Resources Director at 646-6507.

Date	Name of Complainant	School
Address	City	State
Phone (Day)	Phone (Evening)	Zip
		Phone (Cell)

z**Name of Parent if not Complainant**

Please check the appropriate box(es):

- A. ☐ I am filing a complaint alleging unlawful discrimination, harassment, intimidation, or bullying based on one or more of the following actual or perceived characteristics, or association with a person or group with one or more of the following actual or perceived characteristics: disability, gender, gender identity, gender expression, nationality, race or ethnicity, ethnic group identification, immigration status, color, age, religion, genetic information, sex or sexual orientation, marital, parental or family status or any other characteristics identified in Education Code sections 200 and 220, Government Code section 11135, or Penal Code section 422.55, in any District program or activity that receives or benefits from state financial assistance.
- B. ☐ I am filing a complaint alleging a violation of federal or state laws governing any of the following: adult education, consolidated categorical aid programs, career technical and technical education, Regional Occupational Centers and Programs, migrant education, child care and development programs, state preschool program health and safety, foster and homeless youth services, lactating student accommodations, physical education instructional minute requirements for students in grades 1-6, educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, graduation and coursework requirements for foster youth, homeless students, and students living in active duty military households, child nutrition programs, special education or school safety planning.
- Please specify the program(s): _____.
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Pacific Grove Unified School District

Community Relations

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Details of the complaint (attach appropriate supporting documents):

Specific remedy sought:

Within 60 calendar days following the receipt of the complaint a written report of the district's investigation shall be completed.

Signature of Complainant: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS: COMPLAINT RIGHTS

Parents/Guardians:

Education Code 35186 requires that the following notice be posted in your child's classroom:

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each student, including English learners, must have a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments.
2. School facilities must be clean, safe, and maintained in good repair. ~~Good repair means that the facility is maintained in a manner that assures that it is clean, safe and functional as determined by the Office of Public School Construction.~~
3. There should be no teacher vacancies or misassignments. "Misassignment" means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential, or placement in a teaching or services position for which the employee is not otherwise authorized by statute to hold.

"Teacher Vacancy" means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
4. To file a complaint regarding the above matters, complaint forms can be obtained at the principal's office, district office, or can be downloaded from the school district's or California Department of Education's website.: <http://www.cde.ca.gov/re/cp/uc>. ~~However, a complaint need not be filed using either the district's complaint form or the form from the California Department of Education.~~

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURE

Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide ~~the~~your contact information below.

Response requested? ☐ Yes ☐ No

Date: _____

Name: _____

Address: _____

Phone Number: Day: _____ Evening: _____

Email: _____

Issue(s) of the complaint: Please check all that apply:

1. Textbooks and instructional materials:

- ☐ A student lacks textbooks or instructional materials to use in class.
- ☐ A student does not have access to instructional materials to use at home or after school to complete homework assignments.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☒ A student was provided photocopied sheets from only a portion of a textbook or instructional material to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment:

- ☐ A semester begins and a certificated teacher is not assigned to teach the class.
- ☐ A teacher lacks credentials or training to teach English learners or is assigned to teach a class with more than 20% English learners in the class.
- ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions:

- ☐ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff as defined in AR-Administrative Regulation 1312.4.

A school restroom has not been cleaned, maintained or kept open in accordance with Education Code 35292.5.

Please describe the ~~issue~~subject(s) of your complaint in detail, including the date of the problem and specific location where the problem occurred (school, room number). You may attach additional pages if necessary to fully describe the situation:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**Community Relations**

Exhibit # 1312.4

Please file this complaint with the person specified below at the following location:

Director II, Human Resources
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

(principal or title of his/her designee)

(address)

Please provide a signature below. If you wish to remain anonymous, a signature is not required.
However, all complaints, even anonymous ones, should be dated.

Signature

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**Community Relations**

Exhibit # 1312.4

WILLIAMS UNIFORM COMPLAINT PROCEDURES**NOTICE TO PARENTS/GUARDIANS:
COMPLAINT RIGHTS**

Parents/Guardians:

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2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. "Misassignment" means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential, or placement in a teaching or services position for which the employee is not otherwise authorized by statute to hold.

"Teacher Vacancy" means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester.
4. To file a complaint regarding the above matters, complaint forms can be obtained at the principal's office, district office, or can be downloaded from the school district's or California Department of Education's website.: <http://www.cde.ca.gov/re/cp/uc>. However, a complaint need not be filed using either the district's complaint form or the form from the California Department of Education.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURE

Complaints may be filed anonymously. However, if you wish to receive a response to your complaint, you must provide your contact information below.

Response requested? ☐ Yes ☐ No

Date: _____

Name: _____

Address: _____

Phone Number: Day: _____ Evening: _____

Email: _____

Issue(s) of the complaint: Please check all that apply:

1. Textbooks and instructional materials:

- ☐ A student lacks textbooks or instructional materials to use in class.
- ☐ A student does not have access to instructional materials to use at home or after school to complete homework assignments.
- ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
- ☐ A student was provided photocopied sheets from only a portion of a textbook or instructional material to address a shortage of textbooks or instructional materials.

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- ☐ A semester begins and a certificated teacher is not assigned to teach the class.
- ☐ A teacher lacks credentials or training to teach English learners or is assigned to teach a class with more than 20% English learners in the class.
- ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

3. Facility conditions:

- ☐ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff as defined in Administrative Regulation 1312.4.

A school restroom has not been cleaned, maintained or kept open in accordance with Education Code 35292.5.

Please describe the subject(s) of your complaint in detail, including the date of the problem and specific location where the problem occurred (school, room number). You may attach additional pages if necessary to fully describe the situation:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**Community Relations****Exhibit # 1312.4**

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Director II, Human Resources
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

Please provide a signature below. If you wish to remain anonymous, a signature is not required.
However, all complaints, even anonymous ones, should be dated.

Signature

Date

Pacific Grove Unified School District

Business

Policy #3513.3

TOBACCO-FREE SCHOOLS/SMOKING

Mandated Policy

The Governing Board recognizes that the health hazards associated with smoking and the use of tobacco products, including the breathing of second-hand smoke, are inconsistent with its goal to provide a healthy environment for students and staff.

The Board further prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (*Health and Safety Code* 104420; *Labor Code* 6404.5; 20 USC 6083). This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity or athletic event on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

"Smoking" means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form and includes the use of an electronic smoking device that creates an aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.4; Education Code 48901)

~~State law does not define "tobacco products" for purposes of the district's tobacco-free schools policy. The CDE's Web site recommends that a district's policy define "tobacco products" to prohibit the use of products containing tobacco or nicotine, including nicotine delivery devices such as electronic cigarettes which provide an inhalable dose of nicotine by delivering a vaporized solution. *Health and Safety Code* 119405, added by SB 882 (Ch. 312, Statutes of 2010), makes it unlawful for a person to sell or otherwise furnish an electronic cigarette to a minor under age 18.~~

~~Prohibited products include any product containing tobacco or nicotine, including, but not limited to, cigarettes, cigars, miniature cigars, smokeless tobacco, snuff, chew, clove cigarettes, betel, and nicotine delivery devices such as electronic cigarettes, electronic hookahs, and other vapor emitting devices, with or without nicotine content, that mimic the use of tobacco products any time, in school district-owned or leased buildings, on school or district property, and in school or district vehicles. However, this section does not prohibit the use or possession of prescription products, or other cessation aids such as nicotine patches or nicotine gum. Student use or possession of such products must conform to laws governing student use and possession of medications on school property.~~

Tobacco products include: (Business and Professions Code 22950.5; Education Code 48901)

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

Pacific Grove Unified School District

Business

Policy #3513.3

TOBACCO-FREE SCHOOLS/SMOKING

Mandated Policy

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

Smoking or use of any tobacco-related product or disposal of any tobacco-related waste is prohibited within 25 feet of any playground, except on a public sidewalk located within 25 feet of the playground. In addition, any form of intimidation, threat, or retaliation against a person for attempting to enforce this policy is prohibited. (Health and Safety Code 104495)

Legal Reference**BUSINESS AND PROFESSIONS CODE**22950.5 Stop Tobacco Access to Kids Enforcement Act**EDUCATION CODE**

48900 Grounds for suspension/expulsion

48901 Prohibition against tobacco use by students

HEALTH AND SAFETY CODE

39002 Control of air pollution from nonvehicular sources

104350-104495 Tobacco use prevention, especially:

104495 Prohibition of smoking and tobacco waste on playgrounds

119405 Unlawful to sell or furnish electronic cigarettes to minors

LABOR CODE

3300 Employer, definition

6304 Safe and healthful workplace

6404.5 Occupational safety and health; use of tobacco products

UNITED STATES CODE, TITLE 20

6083 Nonsmoking policy for children's services

7100-7117 Safe and Drug Free Schools and Communities Act

CODE OF FEDERAL REGULATIONS, TITLE 21

1140.1-1140.34 Unlawful sale of cigarettes and smokeless tobacco to minors

PERB RULINGS

Eureka Teachers Assn. v. Eureka City School District (1992) PERB Order #955 (16 PERC 23168)

CSEA #506 and Associated Teachers of Metropolitan Riverside v. Riverside Unified School District (1989) PERB Order #750 (13 PERC 20147)

Pacific Grove Unified School District

Business

Policy #3513.3

TOBACCO-FREE SCHOOLS/SMOKING

Mandated Policy

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The Board further prohibits the use of tobacco products at any time in district-owned or leased buildings, on district property, and in district vehicles. (*Health and Safety Code* 104420; *Labor Code* 6404.5; 20 USC 6083). This prohibition applies to all employees, students, and visitors at any school-sponsored instructional program, activity or athletic event on or off district property. Any written joint use agreement governing community use of district facilities or grounds shall include notice of the district's tobacco-free schools policy and consequences for violations of the policy.

“Smoking” means inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, pipe, tobacco or plant product intended for inhalation, whether natural or synthetic, in any manner or in any form and includes the use of an electronic smoking device that creates an aerosol or vapor or of any oral smoking device for the purpose of circumventing the prohibition of smoking. (Business and Professions Code 22950.4; Education Code 48901)

Tobacco products include: (Business and Professions Code 22950.5; Education Code [48901](#))

1. Any product containing, made, or derived from tobacco or nicotine that is intended for human consumption, whether smoked, heated, chewed, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, including, but not limited to, cigarettes, cigars, little cigars, chewing tobacco, pipe tobacco, or snuff
2. An electronic device that delivers nicotine or other vaporized liquids to the person inhaling from the device, including, but not limited to, an electronic cigarette, cigar, pipe, or hookah
3. Any component, part, or accessory of a tobacco product, whether or not sold separately

This policy does not prohibit the use or possession of prescription products and other cessation aids that have been approved by the U.S. Department of Health and Human Services, Food and Drug Administration, such as nicotine patch or gum.

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Pacific Grove Unified School District

Business

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TOBACCO-FREE SCHOOLS/SMOKING

Mandated Policy

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Pacific Grove Unified School District

Policy #4100

POSITIVE SCHOOL CLIMATE

The Governing Board is committed to providing and maintaining a positive learning environment for all students. As a means for achieving this goal, the Governing Board expects all staff to:-

Create an environment which engenders safety and respect and does not expose students to embarrassment, or disparagement, verbal abuse, ridicule, or humiliation.

The Superintendent is directed to inform the school community of the Board's intent to create a positive school climate and to establish a procedure in which parents or students can inform the school administration if they believe there have been violations.

BP/AR 1312.1 Complaints concerning ~~school personnel~~district employees
BP/AR 1312.3 Uniform complaint procedure
BP/~~Reg-AR~~ 4019.11 Sexual Harassment
~~Reg-BP/AR 43444044~~ Complaints
Ed Code 233-233.8
Ed Code 32239.5

Policy #4100

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The Superintendent is directed to inform the school community of the Board's intent to create a positive school climate and to establish a procedure in which parents or students can inform the school administration if they believe there have been violations.

BP/AR 1312.1	Complaints concerning district employees
BP/AR 1312.3	Uniform complaint procedure
BP/AR 4019.11	Sexual Harassment
BP/AR 4044	Complaints
Ed Code 233-233.8	
Ed Code 32239.5	

Pacific Grove Unified School District

Students

Regulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

The rights of parents/guardians of District students include, but are not limited to, the following:

1. To observe, within a reasonable period of time after making the request, the classroom(s) in which their child is enrolled or for the purpose of selecting the school in which their child will be enrolled (Education Code 51101)

Parents/guardians may observe instructional and other school activities that involve their child in accordance with Board policy and administrative regulations adopted to ensure the safety of students and staff, prevent undue interference with instruction or harassment of school staff, and provide reasonable accommodation to parents/guardians. Upon written request by parents/guardians, the Superintendent or designee shall arrange for parental observation of a class or activity in a reasonable time frame and in accordance with Board policy and administrative regulations. (Education Code 49091.10)

Parents may observe their child as described above, via a webcam placed in the child's classroom, from a separate location at the school site, as long as the following has been completed:

- a. Parent has provided written consent
 - b. The site principal and the classroom teacher have been notified and provide their consent
 - c. The webcam images and feed are not recorded and the District ensures that they will not be broadcast to other than the identified, on-site location
 - d. The site principal or designee is present during the viewing of the live feed
 - e. The observation is limited to a pre-determined timeframe agreed-upon by all parties
 - f. A note is posted outside the classroom door, alerting all who enter that the live feed is occurring, including the designated timeframe
2. To meet, within a reasonable time of their request, with their child's teacher(s) and the principal of the school in which their child is enrolled (EC 51101)
 3. Under the supervision of District employees, to volunteer their time and resources for the improvement of school facilities and school programs, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher (EC 51101)
 4. To be notified on a timely basis if their child is absent from school without permission (Education Code 51101)

Pacific Grove Unified School District

Students

Regulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

5. To receive the results of their child's performance and the school's performance on standardized tests and statewide tests (Education Code 51101)
6. To request a particular school for their child and to receive a response from the District (Education Code 51101)
7. To have a school environment for their child that is safe and supportive of learning (Education Code 51101)
8. To examine the curriculum materials of the class(es) in which their child is enrolled (Education Code 51101)

Parents/guardians may inspect, in a reasonable time frame, all primary supplemental instructional materials and assessments stored by the classroom teacher, including textbooks, teacher's manuals, films, tapes and software. (EC 49091.10)

Each school site shall make available to parents/guardians and others, upon request, a copy of the prospectus for each course, including the titles, descriptions and instructional aims of the course. (Education Code 49091.14)

The school may charge an amount not to exceed the cost of duplication. (Education Code 49091.14)

9. To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child (Education Code 51101)
10. To have access to the school records of their child (Education Code 51101)
11. To receive information concerning the academic performance standards, proficiencies or skills their child is expected to accomplish (EC 51101)
12. To be informed in advance about school rules, including disciplinary rules and procedures in accordance with Education Code 48980, attendance policies, dress codes and procedures for visiting the school (Education Code 51101)
13. To receive information about any psychological testing the school does involving their child and to deny permission to give the test (EC 51101)
14. To refuse to submit or to participate in any assessment, analysis, evaluation or monitoring of the quality or character of the student's home life; any form of parental screening or testing; any nonacademic home-based counseling program; parent training; or any prescribed family education service plan. (Education Code 49091.18)

Pacific Grove Unified School District

Students

Regulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

15. To participate as a member of a parent advisory committee, school site council or site-based management leadership team in accordance with any rules and regulations governing membership in these organizations (EC 51101)

For parents/guardians of English learners, this right shall include the right to participate in school and district advisory bodies in accordance with federal and state law and regulations. (Education Code 51101.1)

16. To question anything in their child's record that the parent/guardian feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school (Education Code 51101)

17. To provide prior written consent before their student participates in a survey containing the mental or psychological problems of the student or his/her family, the sexual behavior or attitudes or personal beliefs and practices in family life. (20 U.S.C. § 1232h; Education Code 5151)

18. To be provided written notice and given an opportunity to request that their child not participate in district administered anonymous and voluntary surveys regarding health risks and behaviors, relating to student's attitudes or practices related to sex in grades 7-12. (20 U.S.C. § 1232h; Education Code 5151 and 51938)

19. The Superintendent or designee shall obtain informed written parental consent before testing any student for a behavioral, mental or emotional evaluation. A general consent, including medical consent used to approve admission to or involvement in, a special education or remedial program or regular school activity, shall not constitute written consent for these purposes. (EC 49091.12)

20. ~~All students~~ Students in grades 7 to 12 -shall have the right to obtain confidential medical care or confidential counseling related to the diagnosis or treatment of a drug or alcohol-related problem, or mental health treatment or counseling, without the consent of his/her parent/guardian. (Education Code 46010.1; 49091.12)

21. For parents/guardians of English Learners, to support their child's advancement towards literacy (Education Code 51101.1)

22. For parents/guardians of English learners, to be informed, through the school accountability report card, about statewide and local academic standards, testing programs, accountability measures, and school improvement efforts (Education Code 51101.1)

23. To be notified, as early in the school year as practicable pursuant to Education Code 48070.5, if their child is identified as being at risk of retention and of their right to consult with school personnel responsible for a decision to promote or retain their child and to appeal such a decision (Education Code 51101)

Pacific Grove Unified School District

Students

Regulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

The Superintendent or designee may make available, to the extent possible, surplus or undistributed instructional materials to parents/guardians pursuant to Education Code 6050. (Education Code 511.1.1)

~~21.~~—The Superintendent or designee shall ensure that District staff understand the rights of parents/guardians afforded by law and Board policy and follow acceptable practices that respect those rights.

In addition, the Superintendent or designee shall provide interested parents/guardians with opportunities to participate in professional development programs offered at the school in which their child is enrolled. (EC 44670.5)

~~22.~~—The Superintendent or designee shall ensure that parents/guardians receive notification regarding ~~their~~ rights in accordance with law.

~~23.~~—School officials or law enforcement officials have the authority to investigate or intervene in cases of ~~suspected~~ child abuse, (Education Code 49091.12)

Pacific Grove Unified School District

Students

Regulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

The rights of parents/guardians of District students include, but are not limited to, the following:

1. To observe, within a reasonable period of time after making the request, the classroom(s) in which their child is enrolled or for the purpose of selecting the school in which their child will be enrolled (Education Code 51101)

Parents/guardians may observe instructional and other school activities that involve their child in accordance with Board policy and administrative regulations adopted to ensure the safety of students and staff, prevent undue interference with instruction or harassment of school staff, and provide reasonable accommodation to parents/guardians. Upon written request by parents/guardians, the Superintendent or designee shall arrange for parental observation of a class or activity in a reasonable time frame and in accordance with Board policy and administrative regulations. (Education Code 49091.10)

Parents may observe their child as described above, via a webcam placed in the child's classroom, from a separate location at the school site, as long as the following has been completed:

- a. Parent has provided written consent
 - b. The site principal and the classroom teacher have been notified and provide their consent
 - c. The webcam images and feed are not recorded and the District ensures that they will not be broadcast to other than the identified, on-site location
 - d. The site principal or designee is present during the viewing of the live feed
 - e. The observation is limited to a pre-determined timeframe agreed-upon by all parties
 - f. A note is posted outside the classroom door, alerting all who enter that the live feed is occurring, including the designated timeframe
2. To meet, within a reasonable time of their request, with their child's teacher(s) and the principal of the school in which their child is enrolled (EC 51101)
 3. Under the supervision of District employees, to volunteer their time and resources for the improvement of school facilities and school programs, including, but not limited to, providing assistance in the classroom with the approval, and under the direct supervision, of the teacher (EC 51101)
 4. To be notified on a timely basis if their child is absent from school without permission (Education Code 51101)

Pacific Grove Unified School District

StudentsRegulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

5. To receive the results of their child's performance and the school's performance on standardized tests and statewide tests (Education Code 51101)
6. To request a particular school for their child and to receive a response from the District (Education Code 51101)
7. To have a school environment for their child that is safe and supportive of learning (Education Code 51101)
8. To examine the curriculum materials of the class(es) in which their child is enrolled (Education Code 51101)

Parents/guardians may inspect, in a reasonable time frame, all primary supplemental instructional materials and assessments stored by the classroom teacher, including textbooks, teacher's manuals, films, tapes and software. (EC 49091.10)

Each school site shall make available to parents/guardians and others, upon request, a copy of the prospectus for each course, including the titles, descriptions and instructional aims of the course. (Education Code 49091.14)

The school may charge an amount not to exceed the cost of duplication. (Education Code 49091.14)

9. To be informed of their child's progress in school and of the appropriate school personnel whom they should contact if problems arise with their child (Education Code 51101)
10. To have access to the school records of their child (Education Code 51101)
11. To receive information concerning the academic performance standards, proficiencies or skills their child is expected to accomplish (EC 51101)
12. To be informed in advance about school rules, including disciplinary rules and procedures in accordance with Education Code 48980, attendance policies, dress codes and procedures for visiting the school (Education Code 51101)
13. To receive information about any psychological testing the school does involving their child and to deny permission to give the test (EC 51101)
14. To refuse to submit or to participate in any assessment, analysis, evaluation or monitoring of the quality or character of the student's home life; any form of parental screening or testing; any nonacademic home-based counseling program; parent training; or any prescribed family education service plan. (Education Code 49091.18)

Pacific Grove Unified School District

Students

Regulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

15. To participate as a member of a parent advisory committee, school site council or site-based management leadership team in accordance with any rules and regulations governing membership in these organizations (EC 51101)

For parents/guardians of English learners, this right shall include the right to participate in school and district advisory bodies in accordance with federal and state law and regulations. (Education Code 51101.1)

16. To question anything in their child's record that the parent/guardian feels is inaccurate or misleading or is an invasion of privacy and to receive a response from the school (Education Code 51101)
17. To provide prior written consent before their student participates in a survey containing the mental or psychological problems of the student or his/her family, the sexual behavior or attitudes or personal beliefs and practices in family life. (20 U.S.C. § 1232h; Education Code 5151)
18. To be provided written notice and given an opportunity to request that their child not participate in district administered anonymous and voluntary surveys regarding health risks and behaviors, relating to student's attitudes or practices related to sex in grades 7-12. (20 U.S.C. § 1232h; Education Code 5151 and 51938)
19. The Superintendent or designee shall obtain informed written parental consent before testing any student for a behavioral, mental or emotional evaluation. A general consent, including medical consent used to approve admission to or involvement in, a special education or remedial program or regular school activity, shall not constitute written consent for these purposes. (EC 49091.12)
20. Students in grades 7 to 12 shall have the right to obtain confidential medical care or confidential counseling related to the diagnosis or treatment of a drug or alcohol-related problem, or mental health treatment or counseling, without the consent of his/her parent/guardian. (Education Code 46010.1; 49091.12)
21. For parents/guardians of English Learners, to support their child's advancement towards literacy (Education Code 51101.1)
22. For parents/guardians of English learners, to be informed, through the school accountability report card, about statewide and local academic standards, testing programs, accountability measures, and school improvement efforts (Education Code 51101.1)
23. To be notified, as early in the school year as practicable pursuant to Education Code 48070.5, if their child is identified as being at risk of retention and of their right to consult with school personnel responsible for a decision to promote or retain their child and to appear such a decision (Education Code 51101)

Students

Regulation #5020

PARENT RIGHTS AND RESPONSIBILITIES Mandated Regulation

The Superintendent or designee may make available, to the extent possible, surplus or undistributed instructional materials to parents/guardians pursuant to Education Code 6050. (Education Code 511.1.1)

The Superintendent or designee shall ensure that District staff understand the rights of parents/guardians afforded by law and Board policy and follow acceptable practices that respect those rights.

In addition, the Superintendent or designee shall provide interested parents/guardians with opportunities to participate in professional development programs offered at the school in which their child is enrolled. (EC 44670.5)

The Superintendent or designee shall ensure that parents/guardians receive notification regarding their rights in accordance with law.

School officials or law enforcement officials have the authority to investigate or intervene in cases of suspected child abuse, (Education Code 49091.12)

Pacific Grove Unified School District

Students

Policy #5125

STUDENT RECORDS

Mandated

Policy

The Governing Board recognizes the importance of keeping accurate, comprehensive student records as required by law. Procedures for maintaining the confidentiality of student records shall be consistent with state and federal law.

The Superintendent or designee shall establish regulations governing the identification, description and security of student records, as well as timely access for authorized persons. These regulations shall ensure parental rights to review, inspect and copy student records and shall protect the student and the student's family from invasion of privacy.

Custodian of Records

The Superintendent or designee shall designate a certificated employee to serve as custodian of records, with responsibility for student records at the District level. At each school, the principal or a certificated designee shall act as custodian of records for students enrolled at that school. The custodian of records shall be responsible for implementing Board policy and administrative regulation regarding student records. (5 CCR 431)

All appropriate personnel shall receive training regarding district policies and procedures for gathering and handling sensitive student information.

The District shall not collect or solicit social security numbers or the last four digits of social security numbers of students or their parents/guardians, unless otherwise required to do so by state or federal law. (Education Code 49076.7)

No information or documents regarding the citizenship or immigration status of students or their family members shall be collected, except as required by state or federal law or as required to administer a state or federally supported educational program. The Superintendent or designee shall not disclose student records to a person, agency, or organization for immigration enforcement purposes without parental consent, a court order, or a judicial subpoena. If a district employee receives such a request, he/she shall immediately report the request to the Superintendent. The Superintendent shall report the request to the Board in a timely manner that ensures the confidentiality and privacy of any potentially identifying information. (Education Code 234.7)

The Superintendent or designee shall not compile a list, registry, or database based on students' national origin, ethnicity, or religious belief, practice, or affiliation, nor shall he/she disclose student information to federal government authorities for the purpose of compiling such a list, registry, or database for purposes of immigration enforcement. Such information may only be compiled or exchanged with other local, state, or federal agencies if the information is aggregated and is not personally identifiable. (Government Code 8310.3)

Pacific Grove Unified School District

Students

Policy #5125

STUDENT RECORDS

Mandated

Policy

Legal Reference:

EDUCATION CODE234.7 Pupil protecting relating to immigration and citizenship status

48201 Student records for transfer students who have been suspended/expelled

48904-48904.3 Withholding grades, diplomas, or transcripts of pupils causing property damage or injury; transfer of pupils to new school Districts; notice to rescind decision to withhold

48918 Rules governing expulsion procedures

49060-49079 Pupil records

49091.14 Parental review of curriculum

CODE OF CIVIL PROCEDURE

1985.3 Subpoena duces tecum

FAMILY CODE

3025 Access to records by non-custodial parents

GOVERNMENT CODE

6252-6260 Inspection of public records

8310.3 Prohibited activity based on national originHEALTH AND SAFETY CODE

120440 Immunizations; disclosure of information

WELFARE AND INSTITUTIONS CODE

681 Truancy petitions

16010 Health and education records of a minor

CODE OF REGULATIONS, TITLE 5

430-438 Individual pupil records

16020-16027 Destruction of records of school Districts

UNITED STATES CODE, TITLE 20

1232g Family Educational Rights and Privacy Act

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

300.500 Definition of "personally identifiable"

300.501 Opportunity to examine records for parents of student with disability

300.573 Destruction of information

COURT DECISIONSFalvo v. Owasso Independent School District, 220 F.3d. 1200 (10th Cir. 2000)

Management Resources:

WEB SITESU.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpc/>

Pacific Grove Unified School District

Students

Policy #5125

STUDENT RECORDS

Mandated Policy

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Pacific Grove Unified School District

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Policy #5125

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Mandated Policy

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48918 Rules governing expulsion procedures

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49091.14 Parental review of curriculum

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COURT DECISIONSFalvo v. Owasso Independent School District, 220 F.3d. 1200 (10th Cir. 2000)

Management Resources:

WEB SITESU.S. Department of Education, Family Policy Compliance Office: <http://www.ed.gov/offices/OM/fpc/>

CONDUCT

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation.

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations. Students and parents and/or guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
2. Conduct that disrupts the orderly classroom or school environment
3. Unlawful discrimination, including harassment, intimidation, or bullying of students or staff, including but not limited to cyberbullying as set forth in Board Policy 5131.3. Verbal, written or physical conduct involving sexual harassment, hate violence, and/or harassment, threats, or intimidation by a student or group of students, including, but not limited to, cyberbullying, which is committed on or off campus through an electronic device, in accordance with Board Policy #5131.3 entitled "Bullying/Cyberbullying"
4. Damage to or theft of property belonging to students, staff or the District
5. Possession or use of a laser pointer, unless used for a valid instructional or other school-related purpose, including employment ~~-(Penal Code~~ 417.27)

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

6. Use of profane, vulgar or abusive language
7. Plagiarism or dishonesty in school work or on tests
8. Inappropriate attire
9. Tardiness or unexcused absence from school
10. Failure to remain on school premises in accordance with school rules
11. Possession, use or being under the influence of tobacco, alcohol or other prohibitive drugs

Students

Policy #5131

CONDUCT

12. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time, unless directed by teacher, administrator or other authorized District employee (see "Possession/Use of Cellular Phones and Other Electronic Communication Devices" below)

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Students who violate district or school rules and regulations may be subject to discipline including but not limited to suspension, expulsion, transfer to an alternative program or denial of the privilege of participation in extracurricular or co-curricular activities in accordance with Board policy, and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

Students may also be subject to discipline in accordance with law, Board policy and administrative regulations for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property or disrupts the orderly delivery of the educational program.

Possession/Use of Cellular Phones and Other Electronic Communication Devices

The Governing Board may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees. (Education Code 48901.5)

Electronic communication devices including, but not limited to, cellular phones for voice usage, digital imaging, text messaging, or other mobile communications devices such as wearable computing devices, portable electronic devices, tablets, digital media players, personal digital assistants (PDA's), pagers, portable game consoles, cameras, and laptop computers shall be turned off during the official instructional day, and at any other time directed by a district employee, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee. Any such devices may be used before and after the official instructional day.

It is the student's responsibility to ensure that their devices are turned off and secured at all times.

When a student uses any prohibited device, or uses a permitted device in an improper or illegal activity, a district employee may confiscate the device, which will be stored and returned to the student in accordance with the school's handbook. The district shall not be responsible for student devices, including any damage or loss of any device confiscated pursuant to this section.

No pupil shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil. If a student wishes to use an electronic communication

CONDUCT

device at an unauthorized time for medical purposes, his/her parent/guardian must submit a written request for permission to the school principal or designee to determine the validity of the request (Education Code 48901.5).

Bullying/Cyberbullying

The Board desires to prevent bullying/cyberbullying by establishing a positive, collaborative school climate and clear rules for student conduct.

The district may provide students with instruction, in the classroom or other school settings, that promotes communication, social skills, and assertiveness skills and educates students about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, students, and community members also may be provided with similar information.

Students must immediately report conduct they consider to be bullying or cyberbullying to a school employee or through the district's anonymous, confidential reporting system. Reports of bullying/cyberbullying shall be investigated and resolved in accordance with Board Policy 5131.3 entitled "Bullying/Cyberbullying." A student may also file a formal complaint with the Superintendent or designee under the district's uniform complaint procedures (BP 1312.3).

When a student is suspected of or reported to be engaged in bullying or cyberbullying the principal, Superintendent, and/or designee will determine the extent to which the matter will be investigated in accordance with BP 5131.3.

Any student who engages in cyberbullying on school premises, or off-campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting harmful material, the Superintendent or designee may also file a complaint with the Internet site or service to have the material removed.

Legal Reference:

EDUCATION CODE

[200-262.4](#) Prohibition of discrimination

[32280-32289](#) Comprehensive safety plan

[32261](#) Bullying

[35181](#) Governing board policy on responsibilities of students

[35291-35291.5](#) Rules

[44807](#) Duty concerning conduct of students

[48900-48925](#) Suspension or expulsion, especially:

[48908](#) Duties of students

Students

Policy #5131

CONDUCT

[51512](#) Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

[1714.1](#) Liability of parents and guardians for willful misconduct of minor

PENAL CODE

[288.2](#) Harmful matter with intent to seduce

[313](#) Harmful matter

[417.25-417.27](#) Laser scope

[528.5](#) Electronic impersonations

[647](#) Use of camera or other instrument to invade person's privacy; misdemeanor

[647.7](#) Use of camera or other instrument to invade person's privacy; punishment

[653.2](#) Electronic communication devices, threats to safety

VEHICLE CODE

[Prohibition against use of electronic devices while driving](#)

CODE OF REGULATIONS, TITLE 5

[300-307](#) Duties of pupils

UNITED STATES CODE, TITLE 42

[2000h-2000h6](#) Title IX, 1972 Education Act Amendments

UNITED STATES CODE, TITLE 47

[254](#) Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981

Emmett v. Kent School District No. 415, (2000) 92 F.Supp. 1088

Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

New Jersey v. T.L.O., (1985) 469 U.S. 325

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

CALIFORNIA DEPARTMENT OF EDUCATION PUBLICATIONS

Bullying at School, 2003

NATIONAL SCHOOL BOARDS ASSOCIATION PUBLICATIONS

Digital Discipline: Off-Campus Student Conduct, the First Amendment and Web Sites, School Law in Review, 2001

NATIONAL SCHOOL SAFETY CENTER PUBLICATIONS

Bullying in School: Fighting the Bullying Battle, 2006

U.S. Department of Education: <http://www.ed.gov>

Students

Policy #5131

CONDUCT

The Governing Board believes that all students have the right to be educated in a positive learning environment free from disruptions. Students shall be expected to exhibit appropriate conduct that does not infringe upon the rights of others or interfere with the school program while on school grounds, while going to or coming from school, while at school activities, and while on district transportation.

The Superintendent or designee shall ensure that each school site develops standards of conduct and discipline consistent with district policies and administrative regulations. Students and parents and/or guardians shall be notified of district and school rules related to conduct.

Prohibited student conduct includes, but is not limited to:

1. Conduct that endangers students, staff, or others including, but not limited to, physical violence, possession of a firearm or other weapon, and terrorist threats
2. Conduct that disrupts the orderly classroom or school environment
3. Unlawful discrimination, including harassment, intimidation, or bullying of students or staff, including but not limited to cyberbullying as set forth in Board Policy 5131.3.
4. Damage to or theft of property belonging to students, staff or the District
5. Possession or use of a laser pointer, unless used for a valid instructional or other school-related purpose, including employment (Penal Code [417.27](#))

Prior to bringing a laser pointer on school premises, students shall first obtain permission from the principal or designee. The principal or designee shall determine whether the requested use of the laser pointer is for a valid instructional or other school-related purpose.

6. Use of profane, vulgar or abusive language
7. Plagiarism or dishonesty in school work or on tests
8. Inappropriate attire
9. Tardiness or unexcused absence from school
10. Failure to remain on school premises in accordance with school rules
11. Possession, use or being under the influence of tobacco, alcohol or other prohibitive drugs
12. Use of a cellular/digital telephone, pager, or other mobile communications device during instructional time, unless directed by teacher, administrator or other authorized District employee (see "Possession/Use of Cellular Phones and Other Electronic Communication Devices" below)

CONDUCT

Employees are expected to provide appropriate supervision to enforce standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

Students who violate district or school rules and regulations may be subject to discipline including but not limited to suspension, expulsion, transfer to an alternative program or denial of the privilege of participation in extracurricular or co-curricular activities in accordance with Board policy, and administrative regulation. The Superintendent or designee shall notify local law enforcement as appropriate.

Students may also be subject to discipline in accordance with law, Board policy and administrative regulations for any off-campus conduct during nonschool hours which poses a threat or danger to the safety of students, staff, or district property or disrupts the orderly delivery of the educational program.

Possession/Use of Cellular Phones and Other Electronic Communication Devices

The Governing Board may regulate the possession or use of any electronic signaling device that operates through the transmission or receipt of radio waves, including, but not limited to, paging and signaling equipment, by pupils of the school district while the pupils are on campus, while attending school-sponsored activities, or while under the supervision and control of school district employees. (Education Code 48901.5)

Electronic communication devices including, but not limited to, cellular phones for voice usage, digital imaging, text messaging, or other mobile communications devices such as wearable computing devices, portable electronic devices, tablets, digital media players, personal digital assistants (PDA's), pagers, portable game consoles, cameras, and laptop computers shall be turned off during the official instructional day, and at any other time directed by a district employee, except when being used for a valid instructional or other school-related purpose as determined by the teacher or other district employee. Any such devices may be used before and after the official instructional day.

It is the student's responsibility to ensure that their devices are turned off and secured at all times.

When a student uses any prohibited device, or uses a permitted device in an improper or illegal activity, a district employee may confiscate the device, which will be stored and returned to the student in accordance with the school's handbook. The district shall not be responsible for student devices, including any damage or loss of any device confiscated pursuant to this section.

No pupil shall be prohibited from possessing or using an electronic signaling device that is determined by a licensed physician and surgeon to be essential for the health of the pupil and use of which is limited to purposes related to the health of the pupil. If a student wishes to use an electronic communication device at an unauthorized time for medical purposes, his/her parent/guardian must submit a written request for permission to the school principal or designee to determine the validity of the request (Education Code 48901.5).

Students

Policy #5131

CONDUCT**Bullying/Cyberbullying**

The Board desires to prevent bullying/cyberbullying by establishing a positive, collaborative school climate and clear rules for student conduct.

The district may provide students with instruction, in the classroom or other school settings, that promotes communication, social skills, and assertiveness skills and educates students about appropriate online behavior and strategies to prevent and respond to bullying and cyberbullying.

School staff shall receive related professional development, including information about early warning signs of harassing/intimidating behaviors and effective prevention and intervention strategies. Parents/guardians, students, and community members also may be provided with similar information.

Students must immediately report conduct they consider to be bullying or cyberbullying to a school employee or through the district's anonymous, confidential reporting system. Reports of bullying/cyberbullying shall be investigated and resolved in accordance with Board Policy 5131.3 entitled "Bullying/Cyberbullying." A student may also file a formal complaint with the Superintendent or designee under the district's uniform complaint procedures (BP 1312.3).

When a student is suspected of or reported to be engaged in bullying or cyberbullying the principal, Superintendent, and/or designee will determine the extent to which the matter will be investigated in accordance with BP 5131.3.

Any student who engages in cyberbullying on school premises, or off-campus in a manner that causes or is likely to cause a substantial disruption of a school activity or school attendance, shall be subject to discipline in accordance with district policies and regulations. If the student is using a social networking site or service that has terms of use that prohibit posting harmful material, the Superintendent or designee may also file a complaint with the Internet site or service to have the material removed.

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[200-262.4](#) Prohibition of discrimination

[32280-32289](#) Comprehensive safety plan

[32261](#) Bullying

[35181](#) Governing board policy on responsibilities of students

[35291-35291.5](#) Rules

[44807](#) Duty concerning conduct of students

[48900-48925](#) Suspension or expulsion, especially:

[48908](#) Duties of students

[51512](#) Prohibition against electronic listening or recording device in classroom without permission

CIVIL CODE

[1714.1](#) Liability of parents and guardians for willful misconduct of minor

Students

Policy #5131

CONDUCT

PENAL CODE

[288.2](#) Harmful matter with intent to seduce

[313](#) Harmful matter

[417.25-417.27](#) Laser scope

528.5 Electronic impersonations

[647](#) Use of camera or other instrument to invade person's privacy; misdemeanor

[647.7](#) Use of camera or other instrument to invade person's privacy; punishment

[653.2](#) Electronic communication devices, threats to safety

VEHICLE CODE

[Prohibition against use of electronic devices while driving](#)

CODE OF REGULATIONS, TITLE 5

[300-307](#) Duties of pupils

UNITED STATES CODE, TITLE 42

[2000h-2000h6](#) Title IX, 1972 Education Act Amendments

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254 Universal service discounts (e-rate)

COURT DECISIONS

J.C. v. Beverly Hills Unified School District, (2010) 711 F.Supp.2d 1094

LaVine v. Blaine School District, (2000, 9th Cir.) 257 F.3d 981

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Bethel School District No. 403 v. Fraser, (1986) 478 U.S. 675

Tinker v. Des Moines Independent Community School District, (1969) 393 U.S. 503

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WEB SITES

CSBA: <http://www.csba.org>

California Cybersafety for Children: <http://www.cybersafety.ca.gov>

California Department of Education, Safe Schools Office: <http://www.cde.ca.gov/lss>

Center for Safe and Responsible Internet Use: <http://cyberbully.org>

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National School Boards Association: <http://www.nsba.org>
National School Safety Center: <http://www.schoolsafety.us>
U.S. Department of Education: <http://www.ed.gov>

Students

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EMPLOYEE EXPECTATIONS REGARDING STUDENT STANDARDS OF CONDUCT

Employees are expected to provide appropriate supervision to enforce student standards of conduct and, if they observe or receive a report of a violation of these standards, to immediately intervene or call for assistance. If an employee believes a matter has not been resolved, he/she shall refer the matter to his/her supervisor or administrator for further investigation.

If a disruption occurs or a student uses any mobile communications device for improper activities, a school employee shall direct the student to turn off the device and/or shall confiscate it. If a school employee finds it necessary to confiscate a device, he/she shall return it, based on the school's handbook.

General Procedures

Procedural due process as defined by legislative action and judicial guidelines shall be followed in all instances of suspension, expulsion, or other serious punishment.

School and classroom rules and regulations shall be made available to students and parents, preferably in written form.

Preventive and Remedial Disciplinary Procedures

Appropriate preventive and remedial disciplinary actions shall be taken by school and district staff whenever circumstances require. These may include:

1. Classroom discussion of student responsibility, school procedures and reasons for them
2. Formation of class rules and procedures; participation in class and school government
3. Conference of teacher and student on steps he/she can take that will lead to improvement in behavior, including identification of causes, observations of classroom behavior
4. Conference of teacher with administrator and/or counselors
5. Conference of teacher and parent (with student if appropriate)
6. Removal from school sponsored activities
7. Oral reprimands, written or oral statements to students on the nature of the problem
8. Detention after school (~~Sec. 22, Title 5, California Administrative Code~~)
9. Requiring student to perform school service on school grounds during nonschool hours.

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10. Student sent to office, accompanied by written statement or cause for dismissal from class, followed by consultation with principal on action taken and possible future action
11. Suspensions of up to five days or less
12. Contact with local law enforcement
13. Family to make reparations for lost, stolen, or damaged property
14. Corporal punishment shall not be used as a disciplinary measure against any student. Corporal punishment includes the willful infliction of, or willfully causing the infliction of, physical pain on a student. (EC 49001)

For purposes of this policy, corporal punishment does not include an employee's use of force that is reasonable and necessary to protect the employee, students, staff or other persons or to prevent damage to district property. (EC 49001)

COMMUNICATION REGARDING DISCIPLINE AND STUDENT CONDUCT

Communication to Students

School site administrators will provide age appropriate and detailed communication at least twice each school year to all students regarding appropriate student behavior. Students in grades 4-8 will also receive specific and age appropriate information regarding the expectations and consequences pertaining to drugs, alcohol, tobacco, weapons, look-alikes, sexual harassment, and all forms of bullying, including cyberbullying.

The district may provide instruction in the classroom or other school settings that promotes positive student conduct, communication, social skills, and assertiveness skills and may involve parents/guardians, staff, and community members in the development of strategies to prevent inappropriate behavior and respond to bullying and any disrespectful behavior.

Communication to Staff

School staff shall receive related professional development regarding the promotion of positive student conduct, including information about early warning signs of harassing/intimidating and bullying behaviors and effective prevention and intervention strategies.

Communication to Families

Parent Handbooks (in the annual notification to parents section) will include specific information regarding the grounds for suspension and expulsion with a special emphasis on sexual harassment and bullying, including cyberbullying. Schools will be responsible for collecting acknowledgement forms signed by parents indicating that they have discussed the contents of the handbook with their children.

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Additionally, parents will be notified of their personal liability for lost, stolen or damaged district property resulting from their child's behavior.

ADMINISTRATIVE RECORD-KEEPING

All site administrators will keep records of significant student transgressions and misbehavior on the district student electronic data base system, to ensure a consistent and progressive discipline practice.

REPORTING OF MISCONDUCT, BULLYING AND SEXUAL HARASSMENT

Students and parents may submit to a teacher or administrator a verbal or written complaint of conduct they consider to be bullying, sexual harassment, or any disrespectful behavior to a teacher or administrator. As applicable, a student, parent, or employee may file a formal complaint with the Superintendent or designee in accordance with the district's uniform complaint procedures (BP 1312.3).

Investigation of Complaints

Reports of sexual harassment shall be promptly investigated and resolved in accordance with site-level grievance procedures specified in AR 5145.7 – Sexual Harassment. Reports of bullying shall be resolved in accordance with BP 5131.3. The superintendent or designee shall work with the student and family to determine whether it is in the best interest of the student to maintain anonymity during any investigation.

CONDUCT

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NONDISCRIMINATION/ HARASSMENT**Philosophy**

Students have the fundamental right to a safe and secure environment. Students and parents place their trust in school officials to take all reasonable steps to provide a setting that is free of humiliation, intimidation and threat. Accordingly, the district and staff shall not tolerate any incidents of unlawful discrimination, including harassment, intimidation, or bullying. ~~bullying or harassment.~~ To this end, the administration has the duty to implement programs that encourage students to behave with civility and common decency, and to establish and enforce codes of conduct that hold students accountable should they violate this policy.

Definitions

For purposes of this policy, harassment consists of verbal or physical conduct relating to an individual's race, color, religion, ancestry, nationality, national origin, immigration status, ~~ethnicity-group,~~ ethnic group identification, marital or parental status, pregnancy, physical or mental disability, age, economic status, sex, sexual orientation, gender, gender identity, gender expression, genetic information, or any other legally protected category or association with a person or group with one or more of these actual or perceived characteristics when:

1. The harassing conduct is sufficiently severe, persistent or pervasive that it affects a student's ability to participate in or benefit from an educational program or activity or creates an intimidating, threatening or abusive educational environment; or
2. The harassing conduct has the purpose or effect of substantially or unreasonably interfering with an individual's academic performance; or
3. The harassing conduct otherwise adversely affects an individual's learning opportunities.

For the purposes of this policy, bullying occurs when a student is intimidated by verbal or physical conduct or actions by one or more persons, i.e., "picked on." Bullying includes assault; extortion; oral or written threats; teasing; putdowns; name-calling; threatening looks, gestures, or actions; cruel rumors; false accusations; social isolation; and hazing, which is defined as ritualistic behavior that subjects persons to abusive or humiliating tasks and ridicule. Intimidation refers to actions that would inflict or attempt to inflict fear, humiliation, or injury.

Application

This policy shall apply to all academic programs and extracurricular activities, including school-sponsored events away from school and while traveling to and from any school activity.

The Board of Education prohibits unlawful discrimination, including harassment, intimidation, or bullying ~~harassment or bullying~~ of any student by any employee, student or other person in the district. Staff shall be alert and immediately responsive to any individual's conduct,

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which may interfere with a student's ability to participate in or benefit from school services, activities or privileges. Upon witnessing an act of unlawful discrimination, including harassment, intimidation, or bullying ~~bullying or harassment~~, staff members are expected to immediately intervene, unless intervention would pose a threat to the staff member's safety. All incidents of unlawful discrimination, including harassment, intimidation, or bullying ~~bullying or harassment~~ are to be reported to the school principal for investigation.

Any student who feels that he/she is being or has been subjected to unlawful discrimination, including harassment, intimidation, or bullying ~~harassment or bullying~~ shall immediately report the incident to a school employee. Any student who has witnessed unlawful discrimination, including harassment, intimidation, or bullying ~~harassment or bullying~~ is expected to immediately report the incident to a school employee. Parents and/or guardians, on behalf of their child, are similarly expected to immediately report incidents of unlawful discrimination, including harassment, intimidation, or bullying ~~harassment or bullying~~ to the principal. A school employee to whom a complaint is made shall report it to the principal or designee immediately. If the alleged ~~harasser-offender~~ is the principal or designee, the person reporting the complaint shall report the incident to the Superintendent or designee. Any student who retaliates against another for reporting unlawful discrimination, including harassment, intimidation, or bullying ~~bullying or harassment~~ may be subject to disciplinary action as defined in this policy.

In addition, the student, parent, or employee may file a formal complaint with the Superintendent or designee in accordance with the district's uniform complaint procedures (BP 1312.3).

Investigation

An investigation shall be conducted by school district officials or by a third party designated by the school district. The investigation shall include interviews of all students directly involved and contact with the parent(s) of the involved students. The investigation may include interviews with students, parents, and staff; review of school records; and identification of parent and family issues.

In determining whether alleged conduct constitutes a violation of this policy, the investigator should consider the surrounding circumstances, the nature of the behavior, past incidents or continuing patterns of behavior, the relationships between the parties involved and the context in which the alleged incidents occurred. Whether a particular action or incident constitutes a violation of this policy requires a determination based on all of the facts and surrounding circumstances. The investigation will be completed thoroughly and as soon as practicable.

The administration shall take appropriate steps to protect the privacy of accusers and/or victims and to assure that they are not subjected to retaliation for making a complaint.

Disciplinary Action/Intervention

Any student who engages in unlawful discrimination, including harassment, intimidation, or bullying

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~~harassment or bullying~~ will be subject to disciplinary action and/or intervention including, but not limited to, warning, counseling, parent contact, detention, restriction of activities, exclusion, suspension, involuntary transfer, and expulsion (BP 5144). Depending on the severity of the incident, the principal may also take additional steps to ensure student safety. These may include, but are not limited to, implementing a safety plan; separating and supervising the students involved; providing staff support for students; and developing a supervision plan with the parents. Any employee who permits or engages in harassment or bullying may be subject to disciplinary action including, but not limited to, warning, suspension, transfer, and dismissal. Consequences shall be commensurate with the findings of the investigation. Any student or employee who engages in unlawful discrimination, including harassment, intimidation, or bullying ~~harassment or bullying~~ of a student may also be subject to criminal prosecution.

Documentation

The Superintendent or designee shall maintain a record of reported cases of unlawful discrimination, including harassment, intimidation, or bullying ~~harassment~~ to enable the district to monitor, address and prevent repetitive harassing behavior in its schools.

Communication Of Policy

The Superintendent or designee shall facilitate students' access to the educational program by publicizing the District's nondiscrimination policy and related complaint procedures to students, parents/guardians, and employees. The Superintendent or designee shall provide training and information on the scope and use of the policy and complaint procedures and take other measures designed to increase the school community's understanding of the requirements of law related to discrimination. The Superintendent or designee shall regularly review the implementation of the district's nondiscrimination policies and practices and, as necessary, shall take action to remove any identified barrier to student access to or participation in the educational program. The Superintendent or designee shall report his or her findings and recommendations to the Board after each review. Each school site administrator shall be responsible for implementing programs that are designed to promote positive social interactions and to inform students of their rights and responsibilities under this policy.

School Discipline Plans ~~(BP 5144.1)~~ shall prohibit unlawful discrimination, including harassment, intimidation, or bullying ~~harassment and bullying~~. All parents and/or guardians will receive a copy of the School Discipline Plan upon registering their child at any school site in the District. Students in grades 6 through 12 will also receive a copy of the School Discipline Plan each year. School Discipline Plans shall be articulated among the district's schools sites to encourage consistent and developmentally appropriate application of this policy.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex, especially:

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[221.5](#) Prohibited sex discrimination
[221.7](#) School-sponsored athletic programs; prohibited sex discrimination
[48900.3](#) Suspension or expulsion for act of hate violence
[48900.4](#) Suspension or expulsion for threats or harassment
[48904](#) Liability of parent/guardian for willful student misconduct
[48907](#) Student exercise of free expression
[48950](#) Freedom of speech
[49020-49023](#) Athletic programs
[51006-51007](#) Equitable access to technological education programs
[51500](#) Prohibited instruction or activity
[51501](#) Prohibited means of instruction
[60044](#) Prohibited instructional materials
CIVIL CODE
[1714.1](#) Liability of parents/guardians for willful misconduct of minor
CODE OF REGULATIONS, TITLE 5
[4621](#) District policies and procedures
[4622](#) Notice requirements
PENAL CODE
[422.55](#) Interference with constitutional right or privilege
[422.6](#) Crimes, harassment

CODE OF REGULATIONS, TITLE 5
[432](#) Student record
[4600-4687](#) Uniform complaint procedures
[4900-4965](#) Nondiscrimination in elementary and secondary education programs
UNITED STATES CODE, TITLE 20
[1681-1688](#) Title IX of the Education Amendments of 1972
12101-12213 Title II equal opportunity for individuals with disabilities
UNITED STATES CODE, TITLE 29
[794](#) Section 504 of Rehabilitation Act of 1973
UNITED STATES CODE, TITLE 42
[2000d-2000e-17](#) Title VI & VII Civil Rights Act of 1964 as amended
[2000h-2-2000h-6](#) Title IX, 1972 Education Act Amendments
6101-6107 Age Discrimination Act of 1975
CODE OF FEDERAL REGULATIONS, TITLE 34
[100.3](#) Prohibition of discrimination on basis of race, color or national origin
[104.7](#) Designation of responsible employee for Section 504
[106.8](#) Designation of responsible employee for Title IX
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COURT DECISIONS
Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th
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Management Resources:

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CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Final Guidance Regarding Transgender Students, Privacy, and Facilities, March 2014

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Public Schools and Sexual Orientation: A First Amendment Framework for Finding Common Ground, 2006

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U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Dear Colleague Letter: Harassment and Bullying, October 2010

Notice of Non-Discrimination, January 1999

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Safe Schools Coalition: <http://www.casafeschools.org>

First Amendment Center: <http://www.firstamendmentcenter.org>

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NONDISCRIMINATION/ HARASSMENT

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[48904](#) Liability of parent/guardian for willful student misconduct

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[48907](#) Student exercise of free expression

[48950](#) Freedom of speech

[49020-49023](#) Athletic programs

[51006-51007](#) Equitable access to technological education programs

[51500](#) Prohibited instruction or activity

[51501](#) Prohibited means of instruction

[60044](#) Prohibited instructional materials

CIVIL CODE

[1714.1](#) Liability of parents/guardians for willful misconduct of minor

CODE OF REGULATIONS, TITLE 5

[4621](#) District policies and procedures

[4622](#) Notice requirements

PENAL CODE

[422.55](#) Interference with constitutional right or privilege

[422.6](#) Crimes, harassment

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[432](#) Student record

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CODE OF FEDERAL REGULATIONS, TITLE 34

[100.3](#) Prohibition of discrimination on basis of race, color or national origin

[104.7](#) Designation of responsible employee for Section 504

[106.8](#) Designation of responsible employee for Title IX

[106.9](#) Notification of nondiscrimination on basis of sex

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U.S. Department of Education, Office of Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

Students

Policy #5146

ELECTRONIC SIGNALING DEVICES (e.g., CELL PHONES, CAMERAS)

The Board of Education believes that electronic signaling and imaging devices, e.g. cell phones and cameras, offer the opportunity for individuals to invade students' privacy, disrupt the educational program, and inappropriately share information. This could bring about substantial issues and problems for all students on our campus. Therefore, the Board of Education is directing the Superintendent to establish regulations that will assist in reducing the possibilities of inappropriate use of electronic signaling devices. [\(See BP 5131\)](#)

Legal Reference:

EDUCATION CODE

48901.5 Suspension or Expulsions

Students

Policy #5146

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Legal Reference:

EDUCATION CODE

48901.5 Suspension or Expulsions

Pacific Grove Unified School District

Instruction

Policy #6154

HOMEWORK/ MAKEUP WORK

The Pacific Grove Unified School District recognizes that ~~regularly assigned~~ homework is an integral part of the instructional process for all students particularly when such work is directed to develop the student's ability to work independently, to improve and reinforce skills taught in the classroom, and to establish and promote integration of learned material and content with independent and conceptual thinking and decision-making skills.

Homework allows a student to ~~apply practice~~ skills and concepts learned in the classroom. Homework assignments can include, but are not limited to, completion of work begun in the classroom, ~~use of supplementary materials~~, creation of various projects, exploration of subjects and materials, and various mechanisms which reinforce skills taught in the basic curriculum.

Homework involves the cooperative efforts of the District, teacher, student and parents. The District is expected to establish and maintain an academic curriculum (courses that require written work) which will benefit from the application of ~~regular~~ homework assignments for ~~all students and to encourage the application of regular assignment of homework by instructors at all grade levels~~.

The teacher is expected to develop and implement a ~~regular~~ homework assignment program with written objectives which are given to both students and parents, which enhance independent study skills, and which will assist the student in meeting the objectives of the District's instructional standards of expected pupil achievement. Teachers are also expected to evaluate homework assignments and return it to students in a timely manner.

The student is expected to accept responsibility for his/her completion of assignments in a timely manner to the best of his/her ability.

Parents are expected to assist the teacher and student by incorporating homework time into the family routine, providing a quiet study area for the student in the home, by expecting the student to fulfill the assignment responsibilities, and by contacting the school when questions regarding homework and student performance arise.

In general, homework assigned at the elementary grade levels is expected to take ~~approximately one hour of the student's time outside of the classroom daily~~ 10 minutes per grade level. For example, 10 minutes for Kindergarten, 20 minutes for first, 30 minutes for second...60 minutes for Fifth. Assignments may include such things as reading, writing, math, and special projects which both reinforce basic skills learning and enhance the student's ability to work on an independent basis.

In general, homework assigned at the middle school level is expected to require approximately twenty minutes per academic class, or approximately two hours of the student's time outside of the school day on a regular basis. Homework may be specific to the content of a subject and is expected to incorporate reading, writing, and critical thinking skills application.

Pacific Grove Unified School District

Instruction

Policy #6154

HOMEWORK/ MAKEUP WORK

In general, homework assigned at the high school level is expected to require approximately thirty minutes per academic class or approximately two to three hours of the student's time outside of the school day on a regular basis. Homework may be specific to the content of a subject and is expected to incorporate reading, writing, and critical thinking and independent study skills development and application.

Because individual student abilities differ and because students vary in abilities to use class time productively, variances in times spent by individual students in assignments outside of the school day may occur and homework can be differentiated to meet individual student learning needs.

~~It is the policy of the Pacific Grove Unified School District that homework shall be assigned to all students at all grade levels on a regular basis for all academic subjects.~~

Homework shall be assigned to a student suspended from school so that he/she may keep up with the progress of his/her classes. The homework assigned during suspension will be graded and assessed and the student will receive credit for that work.

The Superintendent shall be responsible for the development of procedures to ensure that this policy is implemented at all school sites.

Make-up Work

Students shall be given the opportunity to make up school work missed because of an excused absence and shall receive full credit for work that is turned in according to a reasonable make-up schedule. As determined by the teacher, the assignments and test shall be reasonably equivalent to, but not necessarily identical to, the assignments and test missed during the absence. (EC 48205)

The Superintendent or designee shall notify parents/guardians that no student may have his/her grade reduced or lose academic credit for any excused absence when missed assignments and tests are satisfactorily completed within a reasonable period of time. Such notification shall include the full text of Education Code 48205. (Education Code 48980)

The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code 48913)

Legal Reference:EDUCATION CODE

Instruction

Policy #6154

HOMEWORK/ MAKEUP WORK

[8420-8428 21st Century High School After School Safety and Enrichment for Teens](#)

[8482-8484.65 After School Education and Safety Program](#)

[8484.7-8484.9 21st Century Community Learning Centers](#)

[48205 Absences for personal reasons](#)

[48913 Completion of work missed by suspended student](#)

[48980 Parental notifications](#)

[UNITED STATES CODE, TITLE 20](#)

[7171-7176 21st Century Community Learning Centers](#)

[Management Resources:](#)

[CSBA PUBLICATIONS](#)

[Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief, July 2016](#)

[WEB SITES](#)

[CSBA: http://www.csba.org](http://www.csba.org)

[California State PTA: http://www.capta.org](http://www.capta.org)

~~EC 48205, 48913~~
~~CSBA Date 2/97~~

Pacific Grove Unified School District

Instruction

Policy #6154

HOMEWORK/ MAKEUP WORK

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Homework involves the cooperative efforts of the District, teacher, student and parents. The District is expected to establish and maintain an academic curriculum (courses that require written work) which will benefit from the application of homework assignments for students.

The teacher is expected to develop and implement a homework assignment program with written objectives which are given to both students and parents, which enhance independent study skills, and which will assist the student in meeting the objectives of the District's instructional standards of expected pupil achievement. Teachers are also expected to evaluate homework assignments and return it to students in a timely manner.

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Pacific Grove Unified School District

Instruction

Policy #6154

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The teacher of any class from which a student is suspended may require the student to complete any assignments and tests missed during the suspension. (Education Code [48913](#))

Legal Reference:

EDUCATION CODE

[8420-8428](#) 21st Century High School After School Safety and Enrichment for Teens

Pacific Grove Unified School District

Instruction

Policy #6154

HOMEWORK/ MAKEUP WORK[8482-8484.65](#) After School Education and Safety Program[8484.7-8484.9](#) 21st Century Community Learning Centers[48205](#) Absences for personal reasons[48913](#) Completion of work missed by suspended student[48980](#) Parental notifications

UNITED STATES CODE, TITLE 20

[7171-7176](#) 21st Century Community Learning Centers

Management Resources:

CSBA PUBLICATIONS

Research-Supported Strategies to Improve the Accuracy and Fairness of Grades, Governance Brief,
July 2016

WEB SITES

CSBA: <http://www.csba.org>California State PTA: <http://www.capta.org>

Instruction

Policy #6163.4

STUDENT USE OF TECHNOLOGY

Mandated Policy

The Governing Board intends that technological resources provided by the District be used in a safe, responsible, and proper manner in support of the instructional program and for the advancement of student learning.

The Superintendent or designee shall notify students and parents/guardians about authorized uses of district computers, user obligations and responsibilities, and consequences for unauthorized use and/or unlawful activities in accordance with district regulations and the district's Acceptable Use Agreement.

Before a student is authorized to use the District's technological resources, the student and his/her parent/guardian shall sign and return an Acceptable Use Agreement specifying user obligations and responsibilities. In that agreement, the student and his/her parent/guardian shall agree to not hold the district or any district staff responsible for the failure of any technology protection measures, violations of copyright restrictions, or user mistakes or negligence. They shall also agree to indemnify and hold harmless the District and District personnel for any damages or costs incurred.

The Superintendent or designee shall provide age-appropriate instruction regarding safe and appropriate behavior on social networking sites, chat rooms, and other Internet services. Such instruction shall include, but not be limited to, the dangers of posting personal information online, misrepresentation by online predators, how to report inappropriate or offensive content or threats, behaviors that constitute cyberbullying, and how to respond when subjected to cyberbullying.

The Superintendent or designee, with input from students and appropriate staff, shall regularly review this policy, the accompanying administrative regulation, and other relevant procedures to help ensure that the district adapts to changing technologies and circumstances.

Use of District Computers for Online Services/Internet Access

The Superintendent or designee shall ensure that all district computers with Internet access have a technology protection measure that blocks or filters Internet access to visual depictions that are obscene, child pornography, or harmful to minors, and that the operation of such measures is enforced. (20 USC ~~6777~~1131, 47 USC 254)

To reinforce these measures, the Superintendent or designee shall implement rules and procedures designed to restrict students' access to harmful or inappropriate matter on the Internet and to ensure that students do not engage in unauthorized or unlawful online activities. Staff shall supervise students while are using online services and may have teacher aides, student aides, and volunteers assist in this supervision.

Student use of district computers to access social networking sites is prohibited. To the extent possible, the Superintendent or designee shall block access to such sites on district computers with Internet access.

Legal Reference:

EDUCATION CODE

[51006](#) Computer education and resources[51007](#) Programs to strengthen technological skills

Instruction

Policy #6163.4

STUDENT USE OF TECHNOLOGY

Mandated Policy

~~51870-51874 Education technology~~

60044 Prohibited instructional materials

PENAL CODE

313 Harmful matter

502 Computer crimes, remedies

632 Eavesdropping on or recording confidential communications

653.2 Electronic communication devices, threats to safety

UNITED STATES CODE, TITLE 15

6501-6506 Children's Online Privacy Protection Act

UNITED STATES CODE, TITLE 20

~~6751-6777 Enhancing Education Through Technology Act, Title II, Part D, especially:~~~~7131-6777~~ Internet safety

UNITED STATES CODE, TITLE 47

254 Universal service discounts (E-rate)

CODE OF FEDERAL REGULATIONS, TITLE 16

~~312.1-312.12~~ ~~312.13~~ Children's Online Privacy Protection Act

CODE OF FEDERAL REGULATIONS, TITLE 47

54.520 Internet safety policy and technology protection measures, E-rate discounts

Management Resources:

CSBA PUBLICATIONS

Cyberbullying: Policy Considerations for Boards, Policy Brief, July 2007

FEDERAL TRADE COMMISSION PUBLICATIONS

How to Protect Kids' Privacy Online: A Guide for Teachers, December 2000

MY SPACE.COM PUBLICATIONS

The Official School Administrator's Guide to Understanding MySpace and Resolving Social Networking Issues

WEB SITES

CSBA: <http://www.csba.org>American Library Association: <http://www.ala.org>California Coalition for Children's Internet Safety: <http://www.cybersafety.ca.gov>California Department of Education: <http://www.cde.ca.gov>Center for Safe and Responsible Internet Use: <http://csriu.org>Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy

Protection: <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>U.S. Department of Education: <http://www.ed.gov>Web Wise Kids: <http://www.webwisekids.org>

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Legal Reference:

EDUCATION CODE

[51006](#) Computer education and resources

[51007](#) Programs to strengthen technological skills

[60044](#) Prohibited instructional materials

Instruction

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STUDENT USE OF TECHNOLOGY

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7131 Internet safety

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Center for Safe and Responsible Internet Use: <http://csriu.org>

Federal Communications Commission: <http://www.fcc.gov>

Federal Trade Commission, Children's Online Privacy

Protection: <http://www.ftc.gov/privacy/privacyinitiatives/childrens.html>

U.S. Department of Education: <http://www.ed.gov>

Web Wise Kids: <http://www.webwisekids.org>

Instruction

Regulation #6163.4

STUDENT USE OF TECHNOLOGY

Mandated Policy

The principal or designee shall oversee the maintenance of each school's technological resources and may establish guidelines and limits on their use. All instructional staff shall receive a copy of this administrative regulation, the accompanying Board policy, and the District's Acceptable Use Agreement describing expectations for appropriate use of the system and shall also be provided with information about the role of staff in supervising student use of technological resources. All students using these resources shall receive instruction in their proper and appropriate use.

Teachers, administrators, and/or library media specialists shall prescreen technological resources and online sites that will be used for instructional purposes to ensure that they are appropriate for the intended purpose and the age of the students.

On-Line/Internet Services: User Obligations and Responsibilities

Students are authorized to use District's equipment to access the Internet or other online services in accordance with Board policy, the user obligations and responsibilities specified below and the District's Acceptable Use Agreement.

1. The student in whose name an online services account is issued is responsible for its proper use at all times. Students shall keep personal account numbers and passwords private and shall only use the account to which they have been assigned.
2. Students shall use the District's system safely, responsibly and primarily for educational purposes.
3. Students shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, immigration status, sex, gender, sexual orientation, age, disability, religion or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes in a patently offensive way sexual conduct and which lacks serious literary, artistic, political or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using electronic mail, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

Personal information includes the student's name, address, telephone number, Social Security number, or other individually identifiable information.

5. Students shall not use the system to encourage the use of drugs, alcohol or tobacco, nor shall they promote unethical practices or any activity prohibited by law, Board policy or administrative regulations.
6. Students shall not use the system to engage in commercial or other for-profit activities.

Instruction

Regulation #6163.4

STUDENT USE OF TECHNOLOGY

Mandated Policy

7. Students shall not use the system to threaten, intimidate, harass, or ridicule other students or staff.
8. Copyrighted material shall be posted online only in accordance with applicable copyright laws. Any materials utilized for research projects should be given proper credit as with any other printed source of information.
9. Students shall not intentionally upload, download, or create computer viruses and/or maliciously attempt to harm or destroy district equipment or materials or manipulate the data of any other user, including so-called "hacking."
10. Students shall not attempt to interfere with other users' ability to send or receive email, nor shall they attempt to read, delete, copy, modify or use another individual's identity.
11. Students shall report any security problem or misuse of the services to the teacher or principal.

The district reserves the right to monitor use of the District's systems for improper use without advance notice or consent. Students shall be informed that computer files and electronic communications, including email, are not private and may be accessed by the District for the purpose of ensuring proper use.

Whenever a student is found to have violated Board policy, administrative regulation, or the District's Acceptable Use Agreement, the principal or designee may cancel or limit a student's user privileges or increase supervision of the student's use of the District's technological resources, as appropriate. Inappropriate use also may result in disciplinary action and/or legal action in accordance with law and Board policy.

Instruction

Regulation #6163.4

STUDENT USE OF TECHNOLOGY

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2. Students shall use the District's system safely, responsibly and primarily for educational purposes.
3. Students shall not access, post, submit, publish or display harmful or inappropriate matter that is threatening, obscene, disruptive or sexually explicit, or that could be construed as harassment or disparagement of others based on their race/ethnicity, national origin, immigration status, sex, gender, sexual orientation, age, disability, religion or political beliefs.

Harmful matter includes matter, taken as a whole, which to the average person, applying contemporary statewide standards, appeals to the prurient interest and is matter which depicts or describes in a patently offensive way sexual conduct and which lacks serious literary, artistic, political or scientific value for minors. (Penal Code 313)

4. Unless otherwise instructed by school personnel, students shall not disclose, use, or disseminate personal identification information about themselves or others when using electronic mail, chat rooms, or other forms of direct electronic communication. Students are also cautioned not to disclose such information by other means to individuals contacted through the Internet without the permission of their parents/guardians.

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Pacific Grove Unified School District

Students

Policy #5116.1

INTRADISTRICT OPEN ENROLLMENT

Mandated Policy

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of District students and shall annually review these options. (EC 35160.5 & 48980)

~~Students~~ The parent or guardian of any student who resides within District boundaries may apply for enrollment in any District school ~~— regardless of the location of his or her residence within the district. (Education Code 35160.5)~~

The Superintendent or designee shall determine the capacity of each District school in a nonarbitrary manner using pupil enrollment and available space and make annual adjustments as necessary. However, the Superintendent or designee may employ existing entrance criteria for specialized schools or programs if the criteria are uniformly applied to all applicants. (Education Code 35160.5)

~~and establish a random, unbiased selection process for the admission of students from outside a school's attendance area. The Superintendent or designee shall grant priority to any district student to attend another district school outside of his/her attendance area pursuant to the enrollment priorities listed below. In accordance with law, no student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)-~~

The Board retains the authority to maintain appropriate racial and ethnic balances among District schools. (Education Code 35160.5)

Once enrolled, a student shall not have to apply for readmission [LS1]. However, a student who lives outside of the school's attendance area may be subject to displacement due to excessive enrollment by students living within the student's attendance area. (Education Code 35160.5)

The Superintendent or designee shall inform parents/ guardians when certain schools or grade levels within a school are currently, or are likely to be, at capacity and therefore unable to accommodate any new students.

Pacific Grove Unified School District

Students

Policy #5116.1

INTRADISTRICT OPEN ENROLLMENT

Mandated Policy

Enrollment Priorities

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside his/ her attendance area as follows:

1. [LS2] Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous." (20 USC 7912; 5 CCR 11992)

2. Any student who is a victim of a violent crime while on school grounds. (20 USC 7912)

3. [LS3] ~~Schools receiving requests for admission shall give priority for attendance to~~Any student who is a siblings of children a student -already in attendance in ~~that~~ the desired school. (Education Code 35160.5)

4. ~~A student may be given priority for attendance outside his/her current attendance area when~~Any student for whom special circumstances exist that may be harmful or dangerous to that particular student. Harmful or dangerous special circumstances shall be identified pursuant to law and administrative regulations. (Education Code 35160.5)

~~Schools or specialized programs that had a waiting list on or before July 1, 1994, shall give students on the waiting list priority over students transferring after July 1, 1994, from outside the attendance area.~~

~~Any student attending a school prior to July 1, 1994, shall be considered a current resident of that school, for the purposes of intra-District enrollment only, until the student graduates or is promoted from that school.~~

Pacific Grove Unified School District

Students

Policy #5116.1

INTRADISTRICT OPEN ENROLLMENT

Mandated Policy

~~Once enrolled, a student shall not have to apply for readmission. However, the student may be subject to displacement due to excessive enrollment. (EC 35160.5)~~

~~The Superintendent or designee shall inform parents/ guardians when certain schools or grade levels within a school are currently, or are likely to be, at capacity and therefore unable to accommodate any new students.~~

Transportation

The District shall not provide transportation outside the school's attendance area. However, upon request, the Superintendent or designee may authorize transportation for students living outside the attendance area to and from a designated bus stop within the attendance area if space is available. Priority for such transportation shall be based on demonstrated financial need. (Education Code 35160.5)

Legal Reference:

EDUCATION CODE

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

42238.02 Apportionments and Revenue Control

48980 Notice at beginning of term

COURT DECISIONS

Crawford v. Board of Education (1976) 17 Cal.3d 280

Pacific Grove Unified School District

Students

Policy #5116.1

INTRADISTRICT OPEN ENROLLMENT

Mandated Policy

The Governing Board desires to provide enrollment options that meet the diverse needs and interests of District students and shall annually review these options. (EC 35160.5 & 48980)

The parent or guardian of any student who resides within District boundaries may apply for enrollment in any District school regardless of the location of his or her residence within the district. (Education Code 35160.5)

The Superintendent or designee shall determine the capacity of each District school in a nonarbitrary manner using pupil enrollment and available space and make annual adjustments as necessary. However, the Superintendent or designee may employ existing entrance criteria for specialized schools or programs if the criteria are uniformly applied to all applicants. (Education Code 35160.5)

The Superintendent or designee shall grant priority to any district student to attend another district school outside of his/her attendance area pursuant to the enrollment priorities listed below. In accordance with law, no student currently residing within a school's attendance area shall be displaced by another student transferring from outside the attendance area. (Education Code 35160.5)

The Board retains the authority to maintain appropriate racial and ethnic balances among District schools. (Education Code 35160.5)

Once enrolled, a student shall not have to apply for readmission. However, a student who lives outside of the school's attendance area may be subject to displacement due to excessive enrollment by students living within the student's attendance area. (Education Code 35160.5)

The Superintendent or designee shall inform parents/guardians when certain schools or grade levels within a school are currently, or are likely to be, at capacity and therefore unable to accommodate any new students.

Enrollment Priorities

The Superintendent or designee shall grant priority to any district student to attend another district school, including a charter school, outside his/her attendance area as follows:

1. Any student enrolled in a district school designated by the California Department of Education as "persistently dangerous." (20 USC 7912; 5 CCR 11992)
2. Any student who is a victim of a violent crime while on school grounds. (20 USC 7912)
3. Any student who is a sibling of a student already in attendance in the desired school. (Education Code 35160.5)

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Mandated Policy

4. Any student for whom special circumstances exist that may be harmful or dangerous to that particular student. Harmful or dangerous special circumstances shall be identified pursuant to law and administrative regulations. (Education Code 35160.5)

Transportation

The District shall not provide transportation outside the school's attendance area. However, upon request, the Superintendent or designee may authorize transportation for students living outside the attendance area to and from a designated bus stop within the attendance area if space is available. Priority for such transportation shall be based on demonstrated financial need. (Education Code 35160.5)

Legal Reference:

EDUCATION CODE

35160.5 District policies; rules and regulations

35291 Rules

35351 Assignment of students to particular schools

42238.02 Apportionments and Revenue Control

48980 Notice at beginning of term

COURT DECISIONS

Crawford v. Board of Education (1976) 17 Cal.3d 280

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Selection Procedures

1. The Superintendent or designee shall annually identify those schools which may have space available for additional students. A list of these schools and open enrollment applications shall be available at all school offices.
2. Students whose parents or gaurdians-guardians submit applications to the District by January 1 of the preeeedingpreceding school year shall be eligible for admission to their school of choice the following school year under the District's open enrollment policy.
3. Enrollment in a school of choice shall be determined in accordance with the enrollment priorities set forth in Board Policy 5116.1. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, a random drawing shall be held from the applicant pool, and a waiting list shall be established in accordance with the date of receipt of the application to indicate the order in which students may be enrolled in schools with enrollments in excess of capacity as openings occur during the year. Late applicants during that year may be added to the waiting list in the order in which they apply.
4. The Superintendent or designee shall inform applicants by phone and/or mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
5. Applicants who receive approval must confirm their enrollment within two weeks.
6. Admission to a particular school shall not be influenced by a student's academic or athletic performance except insofar as academic standards are required for admission to specialized schools or programs such as programs for gifted and talented students. Such standards shall be uniformly applied to all students.

Any complaints regarding the selection process should be taken to the Superintendent or designee.

Capacity Determination

The Superintendent or designee shall review the capacity of each school and make annual adjustments as necessary, based upon pupil enrollment and available space. In doing so, the Superintendent or designee may consider the following factors[LS1]:

- a. Historical, current and projected total school-wide pupil enrollment;
- b. Historical, current and projected total pupil enrollment by grade level in each school;
- c. Class size ratio requirements in any controlling collective bargaining agreement;
- d. District goals for maximum class size ratios by specific grade levels;

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e. Any conditions for receipt of state or federal funding based on limitations on class size; and

f. Physical classroom space, taking into consideration historical, current and future classroom use needs and programmatic needs.

Harmful or Dangerous Special Circumstances

Any decision to grant priority for attendance outside a student's current attendance area because of harmful or dangerous special circumstances shall be based upon one of the following: (Education Code 35160.5)

1. A written statement from a representative of an appropriate state or local agency, including, but not limited to, a law enforcement official, social worker, or properly licensed or registered professional psychiatrist, psychologist, marriage, family and child counselor, or other professional.
2. A court order, including a temporary restraining order and injunction, issued by a judge.

Upon making such a finding, the Superintendent or designee may approve the student's transfer to a District school that is at capacity and otherwise closed to transfers. (Education Code 35160.5)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each year describing all current statutory attendance options and local attendance options available in the District, including: (~~Education Code~~ EC 48980)

1. All options for meeting residency requirements for school attendance.
2. Program options offered within local attendance areas.
3. A description of any special program options available on both an inter~~d~~District and intra-~~D~~district basis.
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
5. A District application form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education. (Education Code 48980)

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Selection Procedures

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2. Students whose parents or guardians submit applications to the District by January 1 of the preceding school year shall be eligible for admission to their school of choice the following school year under the District's open enrollment policy.
3. Enrollment in a school of choice shall be determined in accordance with the enrollment priorities set forth in Board Policy 5116.1. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, and a waiting list shall be established in accordance with the date of receipt of the application to indicate the order in which students may be enrolled in schools with enrollments in excess of capacity as openings occur during the year. Late applicants during that year may be added to the waiting list in the order in which they apply.
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5. Applicants who receive approval must confirm their enrollment within two weeks.
6. Admission to a particular school shall not be influenced by a student's academic or athletic performance except insofar as academic standards are required for admission to specialized schools or programs such as programs for gifted and talented students. Such standards shall be uniformly applied to all students.

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The Superintendent or designee shall review the capacity of each school and make annual adjustments as necessary, based upon pupil enrollment and available space. In doing so, the Superintendent or designee may consider the following factors:

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- b. Historical, current and projected total pupil enrollment by grade level in each school;
- c. Class size ratio requirements in any controlling collective bargaining agreement;
- d. District goals for maximum class size ratios by specific grade levels;
- e. Any conditions for receipt of state or federal funding based on limitations on class size; and

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f. Physical classroom space, taking into consideration historical, current and future classroom use needs and programmatic needs.

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Any decision to grant priority for attendance outside a student's current attendance area because of harmful or dangerous special circumstances shall be based upon one of the following: (Education Code 35160.5)

1. A written statement from a representative of an appropriate state or local agency, including, but not limited to, a law enforcement official, social worker, or properly licensed or registered professional psychiatrist, psychologist, marriage, family and child counselor, or other professional.
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Notifications shall be sent to parents/guardians at the beginning of each year describing all current statutory attendance options and local attendance options available in the District, including: (Education Code 48980)

1. All options for meeting residency requirements for school attendance.
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4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
5. A District application form for requesting a change of attendance.
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INTERDISTRICT ATTENDANCE

Because the Pacific Grove Unified School District is a “basic aid” district, the State does not provide funding to educate children who reside in other school districts. As a result, enrollment of students whose parents or guardians reside in other school districts reduces the educational resources available for resident students and increases class size. It is therefore the District’s general policy not to accept interdistrict transfer students who might otherwise be allowed to enroll under Education Code sections 46600 *et seq.* or subdivision (b) section 48204 of the Education Code.

School District of Choice

The District elects not to be a “school district of choice” as defined in Education Code 48300 through 48316, and no transfers will be accepted pursuant to Education Code 48300 *et seq.*

Interdistrict Attendance Agreements

The Board may enter an agreement with any other school district, for a term not to exceed five school years, for the interdistrict attendance of students who are residents of the Districts. The agreement shall specify the terms and conditions under which interdistrict attendance shall be permitted or denied. It may also contain standards agreed to by both districts for reapplication and/or revocation of the student’s permit. (Education Code 46600)

Interdistrict Attendance Permits

The Board of Education delegates to the Superintendent or designee the authority to grant or deny interdistrict attendance permit requests. The Superintendent or designee may make exceptions to the District’s general policy of denying interdistrict attendance permit requests under those circumstances set forth in this policy and Administrative Regulation #5117.

Victims of Bullying

In accordance with law, students who have been determined to be victims of bullying as defined in Education Code section 48900, subdivision (r), shall be given priority consideration for an interdistrict transfer permit as set forth in Administrative Regulation #5117.

Annual Reapplication Required

~~Unless otherwise specified in law, each student who resides outside the District boundaries and who wishes to attend a school within the District must apply for readmission to the District prior to each school year. However, existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits~~

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shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

Updated and Accurate Information

Any student enrolled in the District pursuant to this policy shall immediately notify the District of any change in circumstances which would affect the student's eligibility for admittance under this policy. Failure to provide such notification may result in disenrollment and/or disqualification from future enrollment under this policy.

Falsification of Information

In no event shall interdistrict attendance be approved, and any such permission for attendance previously approved shall be immediately revoked, if false information has been provided to the District in a student's interdistrict attendance application or in any initial or subsequent residency claim or documentation provided to the District.

Legal Reference:

EDUCATION CODE

46600-46611 Interdistrict attendance agreements

48204 Residency requirements for school attendance

48209-48209.16 Student attendance alternatives

48915 Expulsion; particular circumstances

48915.1 Expelled individuals: enrollment in another district

48918 Rules governing expulsion procedures

48980 Notice at beginning of term

52317 Admission of persons including nonresidents to attendance area; workers' compensation for pupils

INTERDISTRICT ATTENDANCE

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In accordance with law, students who have been determined to be victims of bullying as defined in Education Code section 48900, subdivision (r), shall be given priority consideration for an interdistrict transfer permit as set forth in Administrative Regulation #5117.

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Once a student is admitted to a school on the basis of an interdistrict attendance permit, he/she shall not be required to reapply for an interdistrict transfer and shall be allowed to continue to attend the school in which he/she is enrolled, unless reapplication standards are otherwise specified in the interdistrict attendance agreement. Existing interdistrict attendance permits shall not be rescinded for students entering grade 11 or 12 in the subsequent school year. (Education Code 46600)

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INTERDISTRICT ATTENDANCE – OPEN ENROLLMENT ACT

Because the Pacific Grove Unified School District is a “basic aid” district, the State does not provide funding to educate children who reside in other school districts. As a result, enrollment of students whose parents or guardians reside in other school districts reduces the educational resources available for resident students and increases class size. For this reason, it is the general policy that the District does not accept interdistrict transfer students except under those limited circumstances described in Board Policy Number 5117. Accordingly, interdistrict transfer requests made pursuant to the Open Enrollment Act (commonly referred to as the Romero Bill), as set out at Education Code sections 48350 et seq. (“Open Enrollment Act transfers”), shall only be approved by the Superintendent or designee in accordance with the provisions of this Policy and any implementing regulations.

Due to suspension of the calculation of the Academic Performance Index (API), the California Department of Education (CDE) is no longer publishing an annual list of 1,000 Open Enrollment schools pursuant to the Open Enrollment Act/Romero Bill. Accordingly, the District considers transfers under the Open Enrollment Act/Romero Bill to be suspended and will not accept such transfers until such time as the CDE recommences publication of the annual list of 1,000 Open Enrollment schools.

Definitions

“School district of residence” means the school district in which a student’s parent or guardian resides and in which the student would otherwise be required to enroll pursuant to Education Code section 48200.

“School district of enrollment” means a school district other than the student’s school district of residence in which the student’s parent or guardian intends to enroll the student pursuant to the Open Enrollment Act.

“Open enrollment school” means a school identified by the Superintendent of Public Instruction and the California Department of Education (CDE) on the annual list of 1,000 Open Enrollment schools under the Open Enrollment Act.

Note to Parents and Guardians with Children Attending Open Enrollment Schools

The Superintendent or designee shall provide notice of the right to transfer to District students attending an Open Enrollment school, as identified by the CDE’s annual list of 1,000 Open Enrollment schools, on the first day of instruction of each school year, or, if the CDE has not released the annual list of Open Enrollment schools on the first day of instruction, within fourteen (14) days after the CDE releases the annual list of Open Enrollment schools.

A. Application and Review Process

1. Priority enrollment opportunities at all District schools and programs shall be given to those applications received from students residing in the District and requesting transfers pursuant to the District’s intradistrict transfer policy (Board Policy No. 5116.1).
2. In order to ensure that District school sites, classrooms, grade levels, and programs, do not exceed established capacity, the Open Enrollment Act transfer applications will be accepted each year by the District Office, for a period of forty-five (45) calendar days only (“Application Period”), commencing sixty (60) calendar days before the first day of

INTERDISTRICT ATTENDANCE – OPEN ENROLLMENT ACT

the school year for which the student is requesting a transfer. Any applications received outside of the Application Period shall be returned to the applicant.

3. The application deadline specified in Paragraph A.2, does not apply to an application requesting an Open Enrollment Act transfer if the parent with whom the student resides is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.
4. All completed Open Enrollment Act transfer applications received during the Application Period will be reviewed by the District Office, and parents/guardians will be notified in writing of approval or denial of their application within ~~fifteen (15) days of the close of the Application Period~~ 60 days of receiving an application. (Education Code 48357)
5. A student whose Open Enrollment Act transfer application is approved must enroll in the District school to which the student has been admitted no later than fourteen (14) days from the date of notification of approval of his or her application.
6. If an Open Enrollment Act transfer application is denied, the District's notice to parent or guardian shall provide the reason for denial. If the application is approved, the applicant's school district of residence will be notified of such approval.

B. Basis for Denial/Approval of Romero Bill Transfers by Superintendent or Designee

1. The Superintendent or designee shall not approve the initial application of a student requesting an Open Enrollment Act transfer if the transfer would require the displacement, from the desired District school or program, of any other student who resides within the attendance area of that school or is currently enrolled in that school or program.
2. The Superintendent or designee may deny an Open Enrollment Act transfer application under any of the following circumstances:
 - a. If approval of the transfer application would result in a District school site, classroom, grade level, or program exceeding the District's maximum student-teacher ratio or site or program capacity determination, as set forth in District policy or practice;
 - b. If approval of the transfer application would result in any adverse financial impact to the District, including, but not limited to:
 - i. If, as a result of the District's continuing "basic aid" status, enrollment of a student requesting an Open Enrollment Act transfer would reduce the educational resources available for resident students;
 - ii. Any increase in a class or program size that would result in the District's loss or any reduction of "class size reduction" program revenues or would require the District to violate a collective bargaining agreement with regard to class size reduction, or hire additional certificated or classified employees.

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- iii. Any increase in costs for facilities, through the addition or operation of additional classrooms or other instructional facilities; or
 - iv. Any unreimbursed transportation costs, except for transportation services for a special education student whose individualized education program (“IEP”) requires such services, pursuant to state and federal law.
 - c. If the District Governing Board determines the transfer would negatively impact either of the following: (1) a court-ordered or voluntary desegregation plan of the District; or (2) the racial and ethnic balance of the District, as provided in state and federal law.
 - d. If the applicant has been expelled for any amount of time, regardless of whether the expulsion was suspended, or the applicant has been suspended for any violation of California Education Code within one school year, or if the applicant has been cumulatively suspended for more than ten (10) schooldays, or suspended on more than three (3) separate occasions (regardless of the duration of the suspensions), within the previous two (2) school years.
 - e. If the application does not meet the requirements for an Open Enrollment Act transfer or approval, or if the approval of the application would be inconsistent with the District’s policies and procedures.
- 3. In considering whether to approve or deny an Open Enrollment Act transfer application, the Superintendent or designee shall not consider a student’s previous academic achievement, physical condition, proficiency in the English language, family income, or any other characteristic set forth in Education Code section 200.
- 4. In addition to the requirements set forth in this Policy and any implementing regulations, students applying for Open Enrollment Act transfers who are requesting enrollment in a District program that serves gifted and talented students, must meet all additional requirements, including academic performance, which are used to determine eligibility for, or placement in, those programs.

C. Terms of Approval

- 1. Any student whose Open Enrollment Act transfer is approved must be enrolled in a District school with a higher Academic Performance Index (“API”) than the school in which the student was previously enrolled.
- 2. A student approved for an Open Enrollment Act transfer into a District school or program shall be deemed to have fulfilled the residency requirements for attendance in the District set out in Education Code section 48204, and shall not be required to reapply for enrollment in that school, regardless of whether the student’s school of residence remains on the CDE’s list of 1,000 Open Enrollment schools.
- 3. A student approved for an Open Enrollment Act transfer into a District school or program who wishes to matriculate to a middle or high school in the District or transfer to another District school shall be required to reapply for admission to the new District school pursuant to the requirements of this Board Policy and any applicable administrative regulations.-

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4. Following a student's enrollment in the District pursuant to this Policy, he or she will receive any credits towards graduation that were awarded by the student's previous district of residence, and shall be eligible for graduation from the District upon completion of all state and local graduation requirements.

D. Enrollment Priorities

1. In the event that the number of qualified Open Enrollment Act transfer applicants for any school year exceeds the spaces available in a requested District school or program, applications shall be selected through a random, unbiased process that prohibits consideration of any student's individual academic or athletic performance, or any of the other characteristics described in Section B.3 of this Policy, except that, students shall be assigned priority for approval as follows:
 - a. Priority Group 1: siblings of children who already attend the desired school or program;
 - b. Priority Group 2: students transferring from a Program Improvement ("PI") school ranked in decile 1 on the API as determined pursuant to Education Code section 48352, subdivision (a).
2. If the number of students who request a particular District school exceeds the number of spaces available in that school or program, students in Priority Group 1 shall be selected through a lottery process until all the available spaces have been filled. If spaces at the desired school or program remain available following completion of that lottery process, students in Priority Group 2 shall be assigned the remaining spaces through a lottery process.

Reference(s):

EC 48350-48361

INTERDISTRICT ATTENDANCE – OPEN ENROLLMENT ACT

Because the Pacific Grove Unified School District is a “basic aid” district, the State does not provide funding to educate children who reside in other school districts. As a result, enrollment of students whose parents or guardians reside in other school districts reduces the educational resources available for resident students and increases class size. For this reason, it is the general policy that the District does not accept interdistrict transfer students except under those limited circumstances described in Board Policy Number 5117. Accordingly, interdistrict transfer requests made pursuant to the Open Enrollment Act (commonly referred to as the Romero Bill), as set out at Education Code sections 48350 et seq. (“Open Enrollment Act transfers”), shall only be approved by the Superintendent or designee in accordance with the provisions of this Policy and any implementing regulations.

Due to suspension of the calculation of the Academic Performance Index (API), the California Department of Education (CDE) is no longer publishing an annual list of 1,000 Open Enrollment schools pursuant to the Open Enrollment Act/Romero Bill. Accordingly, the District considers transfers under the Open Enrollment Act/Romero Bill to be suspended and will not accept such transfers until such time as the CDE recommences publication of the annual list of 1,000 Open Enrollment schools.

Definitions

“School district of residence” means the school district in which a student’s parent or guardian resides and in which the student would otherwise be required to enroll pursuant to Education Code section 48200.

“School district of enrollment” means a school district other than the student’s school district of residence in which the student’s parent or guardian intends to enroll the student pursuant to the Open Enrollment Act.

“Open enrollment school” means a school identified by the Superintendent of Public Instruction and the California Department of Education (CDE) on the annual list of 1,000 Open Enrollment schools under the Open Enrollment Act.

Note to Parents and Guardians with Children Attending Open Enrollment Schools

The Superintendent or designee shall provide notice of the right to transfer to District students attending an Open Enrollment school, as identified by the CDE’s annual list of 1,000 Open Enrollment schools, on the first day of instruction of each school year, or, if the CDE has not released the annual list of Open Enrollment schools on the first day of instruction, within fourteen (14) days after the CDE releases the annual list of Open Enrollment schools.

A. Application and Review Process

1. Priority enrollment opportunities at all District schools and programs shall be given to those applications received from students residing in the District and requesting transfers pursuant to the District’s intradistrict transfer policy (Board Policy No. 5116.1).
2. In order to ensure that District school sites, classrooms, grade levels, and programs, do not exceed established capacity, the Open Enrollment Act transfer applications will be accepted each year by the District Office, for a period of forty-five (45) calendar days only (“Application Period”), commencing sixty (60) calendar days before the first day of

INTERDISTRICT ATTENDANCE – OPEN ENROLLMENT ACT

the school year for which the student is requesting a transfer. Any applications received outside of the Application Period shall be returned to the applicant.

3. The application deadline specified in Paragraph A.2, does not apply to an application requesting an Open Enrollment Act transfer if the parent with whom the student resides is enlisted in the military and was relocated by the military within 90 days prior to submitting the application.
4. All completed Open Enrollment Act transfer applications received during the Application Period will be reviewed by the District Office, and parents/guardians will be notified in writing of approval or denial of their application within 60 days of receiving an application. (Education Code 48357)
5. A student whose Open Enrollment Act transfer application is approved must enroll in the District school to which the student has been admitted no later than fourteen (14) days from the date of notification of approval of his or her application.
6. If an Open Enrollment Act transfer application is denied, the District's notice to parent or guardian shall provide the reason for denial. If the application is approved, the applicant's school district of residence will be notified of such approval.

B. Basis for Denial/Approval of Romero Bill Transfers by Superintendent or Designee

1. The Superintendent or designee shall not approve the initial application of a student requesting an Open Enrollment Act transfer if the transfer would require the displacement, from the desired District school or program, of any other student who resides within the attendance area of that school or is currently enrolled in that school or program.
2. The Superintendent or designee may deny an Open Enrollment Act transfer application under any of the following circumstances:
 - a. If approval of the transfer application would result in a District school site, classroom, grade level, or program exceeding the District's maximum student-teacher ratio or site or program capacity determination, as set forth in District policy or practice;
 - b. If approval of the transfer application would result in any adverse financial impact to the District, including, but not limited to:
 - i. If, as a result of the District's continuing "basic aid" status, enrollment of a student requesting an Open Enrollment Act transfer would reduce the educational resources available for resident students;
 - ii. Any increase in a class or program size that would result in the District's loss or any reduction of "class size reduction" program revenues or would require the District to violate a collective bargaining agreement with regard to class size reduction, or hire additional certificated or classified employees.

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- iii. Any increase in costs for facilities, through the addition or operation of additional classrooms or other instructional facilities; or
 - iv. Any unreimbursed transportation costs, except for transportation services for a special education student whose individualized education program (“IEP”) requires such services, pursuant to state and federal law.
 - c. If the District Governing Board determines the transfer would negatively impact either of the following: (1) a court-ordered or voluntary desegregation plan of the District; or (2) the racial and ethnic balance of the District, as provided in state and federal law.
 - d. If the applicant has been expelled for any amount of time, regardless of whether the expulsion was suspended, or the applicant has been suspended for any violation of California Education Code within one school year, or if the applicant has been cumulatively suspended for more than ten (10) schooldays, or suspended on more than three (3) separate occasions (regardless of the duration of the suspensions), within the previous two (2) school years.
 - e. If the application does not meet the requirements for an Open Enrollment Act transfer or approval, or if the approval of the application would be inconsistent with the District’s policies and procedures.
3. In considering whether to approve or deny an Open Enrollment Act transfer application, the Superintendent or designee shall not consider a student’s previous academic achievement, physical condition, proficiency in the English language, family income, or any other characteristic set forth in Education Code section 200.
 4. In addition to the requirements set forth in this Policy and any implementing regulations, students applying for Open Enrollment Act transfers who are requesting enrollment in a District program that serves gifted and talented students, must meet all additional requirements, including academic performance, which are used to determine eligibility for, or placement in, those programs.

C. Terms of Approval

1. Any student whose Open Enrollment Act transfer is approved must be enrolled in a District school with a higher Academic Performance Index (“API”) than the school in which the student was previously enrolled.
2. A student approved for an Open Enrollment Act transfer into a District school or program shall be deemed to have fulfilled the residency requirements for attendance in the District set out in Education Code section 48204, and shall not be required to reapply for enrollment in that school, regardless of whether the student’s school of residence remains on the CDE’s list of 1,000 Open Enrollment schools.
3. A student approved for an Open Enrollment Act transfer into a District school or program who wishes to matriculate to a middle or high school in the District or transfer to another District school shall be required to reapply for admission to the new District school pursuant to the requirements of this Board Policy and any applicable administrative regulations.-

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4. Following a student's enrollment in the District pursuant to this Policy, he or she will receive any credits towards graduation that were awarded by the student's previous district of residence, and shall be eligible for graduation from the District upon completion of all state and local graduation requirements.

D. Enrollment Priorities

1. In the event that the number of qualified Open Enrollment Act transfer applicants for any school year exceeds the spaces available in a requested District school or program, applications shall be selected through a random, unbiased process that prohibits consideration of any student's individual academic or athletic performance, or any of the other characteristics described in Section B.3 of this Policy, except that, students shall be assigned priority for approval as follows:
 - a. Priority Group 1: siblings of children who already attend the desired school or program;
 - b. Priority Group 2: students transferring from a Program Improvement ("PI") school ranked in decile 1 on the API as determined pursuant to Education Code section 48352, subdivision (a).
2. If the number of students who request a particular District school exceeds the number of spaces available in that school or program, students in Priority Group 1 shall be selected through a lottery process until all the available spaces have been filled. If spaces at the desired school or program remain available following completion of that lottery process, students in Priority Group 2 shall be assigned the remaining spaces through a lottery process.

Reference(s):

EC 48350-48361

SUBJECT: Board Calendar/Future Meetings

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar, 2018-19 School Year

Aug. 23	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ 2018-2019 Consolidated Application ✓ Set Date for Annual Organizational meeting ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
Sept. 11	Regular Board Meeting ✓ Unaudited Actual Report ✓ Local Control Accountability Plan Review	District Office Budget Revision #1
Sept. 20	Regular Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revised ✓ Williams Uniform Complaint Report	Robert Down (School Site Visit)
Oct. 4	Regular Board Meeting ✓ Superintendent's Goals ✓ Bus Ridership ✓ Week of the School Administrator	District Office
Oct. 25	Regular Board Meeting (School Site Visit) ✓ Budget Revision #2 on 2018-19 Working Budget (Preliminary First Interim)	Middle School
Nov. 1	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ PGHS Course Bulletin Information/Discussion ✓ Review of Enrollment, Class Size and Teacher Ratios	High School (School Site Visit)
Nov. 15	Regular Board Meeting ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	Forest Grove (School Site Visit)
Dec. 13	Organizational Meeting ✓ Election of 2018-2019 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #3 ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition	District Office

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

Board Meeting Calendar, 2018-19 School Year

Jan. 17	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2019-20 ✓ Property Tax Update	Adult School
Jan. 31	Regular Board Meeting	Community High School
Feb. 14	Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
Mar. 7	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #4 ✓ Open House Schedules Reviewed	District Office
Mar. 21	Regular Board Meeting ✓ Budget Projections and Assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report	District Office
Apr. 4	Regular Board Meeting ✓ Board Priorities for 2019-20 Instructional Program Design ✓ Review of Strategic Plan and LCAP ✓ Begin Superintendent Evaluation ✓ Approve 2019-20 Aug.- Dec. Board Meeting Calendar	District Office
April 25	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule ✓ California Day of the Teacher ✓ Week of the CSEA Employee	District Office
May 2	Regular Board Meeting ✓ Begin Superintendent Evaluation ✓ Final Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Employee Recognition	District Office
May 23	Regular Board Meeting ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2019-20 ✓ Continue Superintendent's Evaluation ✓ Identify Board Member Representatives for Graduations ✓ Review Facility Use Fee Schedule ✓ Review Governor's Revised Budget ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
June 6	Regular Board Meeting ✓ LCAP Public Hearing ✓ 2019-20 Budget Public Hearing ✓ Complete Superintendent Evaluation	District Office

June 20	Regular Board Meeting ✓ Adopt budget for 2019-20 ✓ Approval of LCAP ✓ Approval of Contracts and Purchase Orders for 2019-20	District Office
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

SUBJECT: Review of Stipends

PERSON RESPONSIBLE: Billie Mankey, Director II, Human Resources;
Song Chin-Bendib, Assistant Superintendent Business Services

RECOMMENDATION:

The District Administration respectfully recommends the Board review and discuss stipends, and provide further direction to Administration.

BACKGROUND AND INFORMATION:

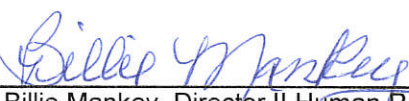
This list of stipends is a negotiated item and part of the PGTA Bargaining Agreement. Some positions are funded through general fund, some are funded through other donation accounts, some are not used, but remain on the list and are not abolished.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT							
2018-2019							
STIPENDS							
			TIME	FTE Funded	1ST/2ND	3RD/4TH	5TH+
HIGH SCHOOL					YEAR	YEAR	YEAR
						7.50%	7.50%
Athletic Director		Teacher		1.0	\$6,194	\$6,659	\$7,158
Tier I		Year					
Football (8/16-11/20)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
Assistants		Season		3.0	\$2,684	\$2,886	\$3,102
JV		Season		1.0	\$2,684	\$2,886	\$3,102
Volleyball (9/1-11/15)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
JV		Season		1.0	\$2,684	\$2,886	\$3,102
Boys Basketball (11/1-3/1)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
Assistant		Season		1.0	\$2,684	\$2,886	\$3,102
JV		Season		Ø	\$2,684	\$2,886	\$3,102
Girls Basketball (11/1-3/1)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
Assistant		Season		1.0	\$2,684	\$2,886	\$3,102
JV		Season		Ø	\$2,684	\$2,886	\$3,102
Wrestling (11/1-3/1)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
Assistant		Season		1.0	\$2,684	\$2,886	\$3,102
Baseball (2/1-6/1)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
Assistant		Season		Ø	\$2,684	\$2,886	\$3,102
JV		Season		1.0	\$2,684	\$2,886	\$3,102
Softball (2/1-6/1)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
JV		Season		1.0	\$2,684	\$2,886	\$3,102
Track (2/1-6/1)							
Varsity		Season		1.0	\$3,717	\$3,995	\$4,295
Assistants		Season		2.0	\$2,684	\$2,886	\$3,102
Soccer (11/1-3/1)							
Varsity Boys		Season		1.0	\$3,717	\$3,995	\$4,295
JV		Season		1.0	\$2,684	\$2,886	\$3,102
Varsity Girls		Season		1.0	\$3,717	\$3,995	\$4,295
JV		Season		1.0	\$2,684	\$2,886	\$3,102
Lacrosse		Season		1.0	\$3,717	\$3,995	\$4,295
JV		Season		1.0	\$2,684	\$2,886	\$3,102

Tier II			FTE Funded				
Cross Country (9/1-12/1)		Season	1.0	\$2,891	\$3,108	\$3,341	
Assistant		Season	Ø	\$2,684	\$2,886	\$3,102	
Golf (Boys)		Season	1.0	\$2,891	\$3,108	\$3,341	
Golf (Girls)		Season	1.0	\$2,891	\$3,108	\$3,341	
Swimming							
Girls	(9/1-11/1)	Season	1.0	\$2,891	\$3,108	\$3,341	
Boys	(2/1-6/1)	Season	1.0	\$2,891	\$3,108	\$3,341	
Swimming/Diving							
Assistant		Season	1.0	\$2,684	\$2,886	\$3,102	
Tennis							
Boys	(2/1-6/1)	Season	1.0	\$2,891	\$3,108	\$3,341	
Girls	(9/1-11/1)	Season	1.0	\$2,891	\$3,108	\$3,341	
MIDDLE SCHOOL			FTE Funded	1ST/2ND	3RD/4TH	5TH+	
				YEAR	YEAR	YEAR	
Position		Teacher					
Athletic Director		Year	1.0	\$2,643	\$2,841	\$3,054	
Volleyball Girls							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Volleyball Boys							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Basketball Boys							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Basketball Girls							
6th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
7th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
8th grade		Season	1.0	\$1,156	\$1,243	\$1,336	
Wrestling		Season	Ø	\$1,156	\$1,243	\$1,336	
Soccer Boys		Season	1.0	\$1,156	\$1,243	\$1,336	
Soccer (Girls)		Season	1.0	\$1,156	\$1,243	\$1,336	
Track		Season	1.0	\$1,156	\$1,243	\$1,336	
Cross Country		Season	1.0	\$1,156	\$1,243	\$1,336	
Golf		Season	Ø	\$1,156	\$1,243	\$1,336	
Tennis		Season	Ø	\$1,156	\$1,243	\$1,336	

OTHER FACTOR ASSIGNMENTS			FTE Funded				
HS Musical Advisor		Spring	1.0	\$2,610	\$2,806	\$3,016	
Assistant		Spring	1.0	\$1,123	\$1,207	\$1,298	
Music Performance Coach							
Instrumental Performance		Year	1.0	\$2,552	\$2,743	\$2,949	
Vocal Performance		Year	1.0	\$1,020	\$1,097	\$1,179	
HS Band/Orch							
Director		Fall	1.0	\$2,610	\$2,806	\$3,016	
HS Band/Orch							
Director		Winter/Spring	1.0	\$2,610	\$2,806	\$3,016	
HS Drama Coach							
		Teacher	1.0	\$2,598	\$2,793	\$3,002	
		Year					
HS Spirit Squad							
Advisor		Teacher					
		Year	1.0	\$2,598	\$2,793	\$3,002	
HS Dance Squad							
Advisor		Teacher					
		Year	1.0	\$2,598	\$2,793	\$3,002	
Newspaper							
Advisor		Teacher					
		Year	Ø	\$2,598	\$2,793	\$3,002	
Yearbook Advisor							
High School**		Teacher					
		Year	1.0	\$4,749	\$5,105	\$5,488	
Middle School			1.0	\$1,652	\$1,776	\$1,909	
Middle School Paper							
Advisor		Work					
		Year	Ø	\$595	\$639	\$687	
MS Noon Act. Dir							
		Year	1.0	\$2,610	\$2,806	\$3,016	
Middle School Musical Advisor							
		Work	Ø	\$2,552	\$2,743	\$2,949	
Stage Crew		Year	Ø	\$892	\$959	\$1,031	
Middle School Spirit Squad							
Advisor		Work					
		Year	Ø	\$1,334	\$1,434	\$1,542	
Middle School							
Student Gov		Work					
		Year	Ø	\$2,965	\$3,187	\$3,426	
Lead Teacher							
Community High		Work					
		Year	1.0	\$8,177			
Instructional							
Hourly Rate		Per					
		Hour		\$41.30			
Non-instructional							
Hourly Rate		Per					
		Hour		\$16.52			

Special Assignment		Per						
Hourly Rate		Hour			\$12.24			
Science Camp/Over								
Night Camping Trips		5 days @						
4 teachers		Daily rate			\$107.37			
20 days								
Teacher in Charge		Daily*			\$90.85			
Choral Stipend (Saturday Class) - address student needs at grades 9th-12th. Will be paid quarterly from the general fund, and only when it is not feasible for current staffing to maintain 9th-12th grade chorus due to master scheduling time constraints. Paid \$2500 per quarter not to exceed \$10,000 per year. MOU 5/16/17								
Curriculum Coordinator - The stipend for all secondary curriculum coordinators shall be a base of \$300 with an additional \$20 increment per section. At the elementary level, the hourly instructional rate will be paid to designated coordinators up to \$770 per assignment								
*Any teacher acting as principal will be paid the daily factor if the principal is gone from the school site. A teacher - in - charge shall be paid for a half-day assignment on a prorated basis.								
*A substitute will be provided for the class of a teacher-in-charge if the principal expects to be off-site for the entire day.								
** Subject to ongoing negotiations								
An employee who is assigned only a portion of the duties of the regular full assignment shall receive a prorated portion of the full salary (e.g. a coach working only one half of the full coach assignment will receive only one-half of the full salary.)								

6/20/18 
Date Billie Mankey, Director II Human Resources

SUBJECT: 2017-2018 Smarter Balanced Assessment Results

PERSON(S) RESPONSIBLE: Ani Silva, Director of Curriculum and Special Projects, Matthew Binder, Director of Educational Technology

RECOMMENDATION:

The District Administration recommends that the Board review the 2017-2018 California Assessment of Student Performance and Progress results – Smarter Balanced Assessments (SBA).

BACKGROUND:

The California Assessment of Student Performance and Progress is comprised of the Smarter Balanced Assessments (SBA), administered in grades 3-8 and grade 11 in English Language Arts and Mathematics. The Smarter Balanced Assessment is comprised of two components; a computer adaptive portion and a performance task for both content areas of English Language Arts/Literacy (ELA) and Mathematics. The SBA was first administered in 2014-15. This is our fourth year of administering these assessments as part of the new state accountability model. Results from SBA are used to measure a school or district's status and growth as part of the six state indicators of success which comprise the California School Dashboard and Accountability Model.

INFORMATION:

The presentation will highlight the following:

- Four-year Smarter Balanced Assessment data 2014-2015, 2015-2016, 2016-2017, and 2017-18 growth comparisons in ELA and Math
- Three-year and four cohort growth comparisons
- Target student group results by performance levels (English learners, socioeconomic disadvantaged, special needs, reclassified English learners)
- District action plan to address student needs
 - Professional Learning Communities
 - Site Instructional leadership teams
 - Elementary math and digital coaches
 - Middle and High School AVID methodologies
 - Diagnostics and Interim Formative Assessments
 - High School counselor support for target student groups
 - After school math tutoring at the High School and Middle School (Academic Intervention Class)

The academic skills and abilities that students are expected to master for college and career readiness are emphasized on the SBA. These tests include performance tasks that require students to demonstrate critical thinking and problem-solving skills and to apply their knowledge of subject matter by performing complex problems. The assessments are computer adaptive - providing students with a wider range of questions tailored to more accurately identify the knowledge and skills students have mastered. The SBA is also a measure of student academic growth over time and provides teachers and schools important information used to guide instruction as students move from one grade level to the next.

Students receive an overall score for each subject, ranging between 2,000 and 3,000. Overall scores are reported within one of four levels: standard exceeded, standard met, standard nearly met, and standard not met as the tables below indicate (for English Language Arts/Literacy and Math).

The score reports also highlight students' strengths in key areas (called claims) for both ELA and mathematics. ELA results include information about the students' performance in the areas of reading, writing, listening, and research. Mathematics results include information about students' performance in problem solving, using concepts and procedures, and communicating mathematical reasoning. The student's performances in these key areas for each subject are reported using the following three indicators: below standard, at or near standard, and above standard.

Score reports for students in grade eleven indicate their readiness for credit-bearing, college-level work. This year score reports do not include information on the science assessment. In 2016-2017 students in grades 5, 8, and 10 in pre-selected schools took the new California Science Test (CAST) and in 2017-18 all students in grades 5, 8, and 12 across the state took the CAST. Results from this pilot are forthcoming. The operational (official) CAST will be administered in the spring of 2019.

Comparisons between the last four years of SBA results are made to better inform decisions around identifying students in greatest need of academic support, planning differentiated instruction, aligning curriculum, and supporting the professional development of staff so that we are better equipped to meet the learning needs of all our students.

FISCAL IMPACT:

None.

SUBJECT: Board Goals 2018-19

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board discuss and approve the Board Goals, including any new additions presented at the meeting.

BACKGROUND and INFORMATION:

The Board approves the Board Goals and Strategic Plan on an annual basis. Following these approvals, the Superintendent presents his Goals that are designed to take initiative on these plans. The Goals are developed for implementation on a long-term basis.

The Board will use the Strategic Plan and Local Control Accountability Plan (LCAP) as needed to help inform discussion.

The Strategic Plan, Superintendent Goals and school site plans will continue to be based on these Board Goals, with adjustments made according to any approved changes.

FISCAL IMPACT:

Program and budget decisions will be based on these plans and will appear as regular items on future Board agendas.



Pacific Grove Unified School Board Goals

"Challenging every student with exceptional learning opportunities"

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.

A. The State of the Pacific Grove Unified School District is Sound and Moving Forward. PGUSD Shall Endeavor to Continue Addressing Significant Current and Future Challenges:

- Student Learning, Achievement and Instructional Program Alignment
- Staff Recruitment, Retention and Professional Development
- School Culture and Connections
- Managing the Impacts of a Volatile State and Local Budget
- Maintenance of Facilities and Equipment
- Adequate Financial Support for Programs

B. PGUSD District Goals

1. Focus on Student Learning and Achievement
2. Safety, Credibility, Confidence and Communication
3. Fiscal Solvency, Accountability and Integrity
4. Program, Services and Budget Alignment
5. Ensure Continued Financial Support from Stakeholders

C. Goals Defined

1. **Student Learning and Achievement**
 - Monitor and Utilize Multiple Federal, State, Local Measures of Assessment
 - Monitor and Respond to Student Behaviors and Needs
 - Data Driven, Standards Based Instruction and Curriculum
2. **Safety, Credibility, Confidence and Communication**
 - Focus on Student and Staff Safety
 - Meet Student Social-Emotional and Overall Wellness Needs
 - Student Centered Initiatives
 - High Degree of Communication With All Stakeholders
 - Programs Responsive to Strategic Plan
 - Maintain Our Network Infrastructure- Intra-Site Down to the Classroom Level
3. **Fiscal Solvency, Accountability and Integrity**
 - Maintain Regular State Updates and Interim Reporting
 - Maintain a Budget Handbook Available to All Stakeholders
 - Maintain Fiduciary Responsibilities
 - Align Budget With Specific Program Priorities
 - Acknowledge Stakeholder's Financial Support and Establish Priority For Residents Utilizing the Recreational and Educational Resources of the District When Possible
4. **Program, Services and Budget Alignment Via LCAP**
 - Maintaining Annual LCAP Updates
 - Maintain Regular Survey of Programmatic, Service and Facility Needs
 - Establish and Communicate Instructional and Service Program Priorities Via the Strategic Plan and LCAP
 - Align District Budget With Established Priorities in the Strategic Plan and LCAP
 - Regular Facilities Inspections, Maintenance Upgrades and Capital Plan

Pacific Grove Unified School District Information/Discussion Item C

2018-19 Strategic Plan

BOARD GOAL: Student Learning and Achievement - Overall Educational

Program: Every student is performing at or above grade level, engaged in his or her learning, and contributing positively to the community

Strategy One: Develop and implement a comprehensive and standards-based educational program with respect to curriculum, instruction, course offerings, class size, support programs and facilities (P1, P2, P7)

- The District will focus on equity and equitable learning opportunities (P1, P6, P7, P8)
- All students will receive access to core programs in all content areas and student learning will be guided by California academic standards-based curriculum in all content areas, current California teaching standards, and local professional expertise (P2, P7)
- Technology will be a strong focus used to engage students and instruction will be used to engage students in 21st Century Learning, as detailed in the Educational Technology Plan and supported by site level support (Ninjas) (P2, P4, P5)
- The Director of Curriculum will facilitate articulation across all grade levels curriculum via Instructional Leadership Teams (ILTs) and other leadership avenues – core, arts and electives (P2, P4, P5, P8)
- Teachers will use consistent accountability measures that are aligned with the California State Standards and other California Standards of the Teaching Profession. Teachers and administrators will use the PLC process in conjunction with valid assessment data to identify students learning needs and adjust instruction accordingly. Students are also engaged in their own learning process through goal setting (P2, P4, P5)
- Teachers will utilize the core targets in the California Standards for Teaching Profession (P1, P2, P4, P5, P8)
- Students and parents will have a clear educational plan established, including student outcomes, with supplemental support provided to students according to their instructional needs based on assessment data (P2, P3, P4, P5)
- Programs will be instituted to maximize appropriate college preparation, application and acceptance (P5, P7)
- Intervention programs will be used District-wide to provide early and ongoing assessments to identify students who are not proficient at grade level and require targeted instruction to meet their individual needs, as aligned with the LCAP (P2, P4)

Pacific Grove Unified School District Information/Discussion Item C

2018-19 Strategic Plan

BOARD GOAL: Credibility, Confidence and Communication Accountability and Integrity: Student, family and community partnerships, relationships and dialog contribute to the success of every student.

Strategy Two: Staff Recruitment, Retention and Professional Development (P1)

- Highly qualified staff, with respect to credentials, training and experience, will teach all courses and programs (P1)
- The District will create and maintain a recruitment plan to address hiring needs, as aligned with the LCAP (P1)
- The District will implement a professional development that is data-driven, that matches both the Strategic Plan and the LCAP and implemented through the Single Plan for Student Achievement at each site (P2, P4)
- Teacher assignments will match appropriate teacher credentials and authorizations (P1)
- Staff evaluation will be aligned to the Strategic Plan and LCAP in the areas of credentialing requirements, professional development, standards-based instruction and assessment (P1)

Strategy Three: Communications

- Parents and community members will be invited to participate in school site and District committees and programs, including stakeholder meetings as prescribed in the LCAP (P3, P5)
- Ongoing communication will occur between the schools sites, the District Office, the School Board and the parent community, including monthly updates to the School District Overview, as well as the quarterly District newsletter (P3)
- The District web-site, department and school web-sites, School Messenger, Remind, newsletters and other media will be employed to deliver timely, relevant and accurate information to the PGUSD community. The information will be updated to ensure it is accurate across all media (P3, P5)
- District/site/student accomplishments and awards will be publicized community-wide (P3, P5)
- Parents and students will be informed, via electronic and print media, regarding pupil attendance, chronic absenteeism, drop-out rates, graduations rates, and other data relating to pupil engagement (P3, P5)

Pacific Grove Unified School District Information/Discussion Item C

2018-19 Strategic Plan

BOARD GOAL: Credibility, Confidence, Communication Fiscal Solvency, Program, Services and Budget Alignment

Strategy Four: Establish a safe, clean and secure school environment (P6)

- Each campus will (P6):
 - provide a welcoming environment where students and staff may come to school each day feeling safe, respected, proud and can comfortably focus on learning
 - be free of all forms of violence
 - provide classrooms that are equipped for successful student learning
 - promote respectful conversations and encourage students to interact and mix freely
 - maintain and update a School Safety Plan and Emergency Management Plan
 - Provide services to address social-emotional and overall wellness needs
- Teacher/student interactions will reflect mutual respect and facilitate dialog (P6)
- Facility operation and maintenance schedules will reflect the priorities of the District (P1)
- Surveys such as Healthy Kids Survey for Students and Parents, shall be used to measure sense of school safety and school connectedness (P3, P5, P6)

Strategy Five: The District budgetary process will reflect the Strategic Plan/LCAP goals

- Funding priorities and significant budget revisions will be connected to the Strategic Plan, Local Control Accountability Plan, Board Goals
- All program budgets will be routinely reviewed for relevance to core program and strategic plan goals
- District budget details will be made available to the public, with funding sources and their impact on the General Fund clearly identified in regular, public reports
- The budget process will allow for innovative and creative ideas/projects as aligned with the Strategic Plan and LCAP

Definition of Terms:

Local Control Accountability Plan (LCAP) State Priorities as per Education Code 52060 & 52066 fall into three categories:

Conditions of Learning, Pupil Outcomes & Engagement.

LCAP Priorities: (P1) Basic Services, (P2) Implementation of State Standards (Academic Content/Performance standards), (P3) Parental Involvement, (P4) Student Achievement, (P5) Student Engagement, (P6) School Climate, (P7) Access to Courses, (P8) Student Outcomes.

SUBJECT: Future Agenda Items

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the September 20, 2018 Regular Board Meeting:

- Cell Phone/Electronics Board Policy Review (Oct 2018)
- Review of Field Trips within Pacific Grove (Dec 2018)
- Foreign Language (Fall 2018)
- Long Term Counseling Study (Fall 2018/Winter 2019)
- Board Self Evaluation Review (Winter 2018)
- Affordable Housing Project Impacts to District
- Review of Classified Evaluation Process
- Review of Community High School (Jan 31, 2019)
- School Breakfast Program
- Review of David Avenue Site Location (March 2019)