

**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, October 25, 2018

**TIME:** 7:00 p.m. Open Session

**LOCATION:** Pacific Grove Middle School- Library  
835 Forest 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
- D. Pledge of Allegiance

**II. 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.

Pacific Grove Middle School's presentation: **Catch the Wave!**

### III. COMMUNICATIONS

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

### IV. 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.*

### V. 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.*

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|---|------|
| A. <u>Minutes of October 4, 2018 Board Meeting</u>  | 6    |
| Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.  |      |
| B. <u>Certificated Assignment Order #4</u>  | 11   |
| Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #4.  |      |
| C. <u>Classified Assignment Order #4</u>  | 13   |
| Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #4.  |      |
| D. <u>Acceptance of Donations</u>   | 15   |
| Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.                       |      |
| E. <u>Out of County or Overnight Activities</u>   | 16   |
| Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve or receive the request as presented.                                |      |
| F. <u>Brandman University Fieldwork Contract</u>  | 20   |
| Recommendation: (Billie Mankey, Director of Human Resources) The District Administration recommends the Board review and approve the fieldwork contract with the Brandman University. |      |

- G. Discovery Line, Inc. Contract for Service 29  
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for service with Discovery Line, Inc. for the 2018-2019 school year.
- H. Monterey Bay Urgent Care Contract for Service 33  
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for service with Monterey Bay Urgent Care for the 2018-2019 school year.
- I. Wilson's Plumbing Contract for Service 36  
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for service with Wilson's Plumbing for the 2018-2019 school year.
- J. Tri-County Fire Protection Contract for Service 40  
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for service with Tri-County Fire Protection for the 2018-2019 school year.
- K. Contract for Services with John Upshaw DBA Monterey DJ. at Pacific Grove Middle School 44  
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the contract for services with John Upshaw DBA Monterey DJ. at Pacific Grove Middle School in the amount of \$350.00, as proposed.
- L. Contract for Services with Jon Nordgren, Music Clinician at Pacific Grove Middle School 47  
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends that the Board review and approve the contract for services with Jon Nordgren, Music Clinician at Pacific Grove Middle School in the amount of \$2500.00, as proposed.
- M. Contract Services for Robert Down Elementary School Ottortorium Piano Tuning 50  
 Recommendation: (Sean Keller, Robert Down Elementary School) The District Administration recommends the Board review and approve contract for services with Ellsworth Gregory for piano tuning.
- N. Contract for Services with Swun Math 53  
 Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and approve the contract with Swun Math to provide professional development through coaching for the elementary math pilot.
- O. Contract for Services for F.A.S.T. Translation Services 58  
 Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration Recommends the Board review and approve the contract for services with F.A.S.T. Translation Services to provide written and oral translation in Spanish and other languages services for site curriculum needs.

- P. Lifeguards for the Pacific Grove High School Senior Picnic 61  
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends that the Board review and approve the contract for services for four life guards for the Pacific Grove High School Senior Picnic.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

## VI. ACTION/DISCUSSION

- A. Capital Project List 64  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the current Capital Projects List.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- B. 2018-19 Budget Revisions #2 68  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the proposed budget revisions.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- C. Water Polo Team at Pacific Grove High School 78  
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends that the Board review the information regarding adding Water Polo teams at Pacific Grove High School and provide direction to Administration.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- D. Update to Board Policy and Regulation 5145.12 Search and Seizure, and Regulation 5146 Electronic Signaling or Imaging Devices 80  
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the update to Board Policy and Regulation 5145.12 Search and Seizure, and Regulation 5146 Electronic Signaling or Imaging Devices.

Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_

- E. Board Calendar/Future Meetings 97  
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: \_\_\_\_\_



## **VII. INFORMATION/DISCUSSION**

- A. Pacific Grove Unified School District Safety Update 101  
Recommendation: (Barbara Martinez, Director of Student Safety) The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.

Board Direction: \_\_\_\_\_

- B. Review of the Free and Reduced Meals Program 102  
Recommendation: (Song Chin-Bendib, Assistant Superintendent; Dianne Hobson, Nutrition Director) The District Administration recommends that the Board review the information provided regarding the Free and Reduced Meals program.

Board Direction: \_\_\_\_\_

- C. California School Employees Association Evaluation Process 104  
Recommendation: (Billie Mankey, Director of Human Resources) The District Administration respectfully recommends the board review, discuss and provide further direction to Administration.

Board Direction: \_\_\_\_\_

- D. Future Agenda Items 113  
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.

Foreign Language (Nov 2018)  
Review of Field Trips within Pacific Grove (Dec 2018)  
Long Term Counseling Study (Fall 2018/Winter 2019)  
Board Self Evaluation Review (Winter 2018)  
Affordable Housing Project Impacts to District (In progress)  
Review of Community High School (Jan 31, 2019)  
Review of David Avenue Site Location (March 2019)

Board Direction: \_\_\_\_\_

## **VIII. ADJOURNMENT**

Next regular meeting: November 1, 2018 – Pacific Grove High School

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of October 4, 2018 – District Office

**I. OPENED BUSINESS**

- A. Called to Order 7:07 p.m.
- B. Roll Call
- |                         |                                      |
|-------------------------|--------------------------------------|
| President:              | Trustee Paff                         |
| Absent 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

Changes to the agenda include a Walk-On Resolution No. 1024 Proclaiming Week of the School Administrator; correction to Warrant cover page noting Assistant Superintendent Chin-Bendib.

**MOTION Phillips/Dawson to adopt agenda as amended.**

**Public comment: none**

**Motion CARRIED 4 – 0**

- B. Pledge of Allegiance Led By: Student Emerson

**II. COMMUNICATIONS**

A. Written Communication

The Board received written communication regarding safety; Pacific Grove High School pool.

B. Board Member Comments

Student Representative Llantero provided an update on the Pine Avenue Project demonstration scheduled at the Adult Education.

Trustee Paff noted it was a pleasure to have so many students in the audience and said it has been great visiting the school sites.

C. Superintendent Report

Superintendent Porras acknowledged the sites and the wonderful and hard work from our staff, and the great work by the students.

#### D. PGUSD Staff Comments (Non Agenda Items)

Forest Grove Elementary School Principal Buck Roggeman recognized Glynis Barrett, who was named Outstanding Special Educator for the San Andreas Regional Center (SARC), a four county region encompassing Monterey, Santa Cruz, San Benito, and Santa Clara counties. Roggeman noted it is a very big deal!

Pacific Grove Middle School Principal Sean Roach acknowledged a successful anti-bullying week, thanked the Leadership Class for their hard work, explained the signs the students were wearing #seeme.

Robert Down Elementary School Principal Sean Keller thanked the Board for the staff luncheon. Invited the Board to the 80<sup>th</sup> celebration of the Butterfly Parade on Saturday.

Pacific Grove High School Principal Matt Bell thanked Pacific Grove High School Assistant Principal Shane Steinback for the Big 5 Staff Training, noted that Shane and the staff take safety to heart.

Pacific Grove Teachers Association President Steve Ibrahim thanked the Board for the staff luncheon, and thanked Trustee Paff and Trustee Dawson for attending the candidate forum.

Trustee Paff thanked everyone for the Illuminate Parents Night including Matthew Binder, Andrew Bradley, Alex Morrison and Sean Roach.

### III. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Parent Lacrissha Ferriera asked the Board for a Water Polo sports team for the 2019-20 school year at Pacific Grove High School. Ferriera then provided background including when Measure D was passed in 2006, voters were told a water polo team would be started; provided background on the swimming pool, quoting the architect and also the Assistant Superintendent at the time, both of whom stated that the pool would be used for water polo among other sports and recreation. Ferriera was told by Administration that the sport “would be hard to support”. Ferriera noted all students deserve to play water polo and requested the Board add to a future agenda prior to January so that it can be added as a sport and not a club.

A number of students from many grade levels also spoke to the Board and said they would like to play on a water polo team when they are in high school.

Ferriera’s husband Eric gave his three minutes to his wife for public comment.

Trustees Phillips and Trustee Dawson both said they support the idea of a water polo team.

Trustee Paff asked what the process should be, Superintendent Porras said this is Pacific Grove High School Administration item and would need to be added to a future agenda.

### IV. CONSENT AGENDA

- A. Minutes of September 20, 2018 Board Meeting
- B. Certificated Assignment Order #3
- C. Classified Assignment Order #3
- D. Acceptance of Donations
- E. Cash Receipts Report No. 1
- F. Revolving Cash Report No. 1

- G. Warrant Schedules No. 600
- H. Peer Assistance Review Contract with Kate Gallaway
- I. Contract for Services with Play-Well TEKologies for After School Enrichment Program
- J. Approval of Contract for Services with Uretsky Investigation Security
- K. Approval of Contract for Services with Uretsky Security for Asilomar Math Conference
- L. Contract for Services with Uretsky Security for Pacific Grove High School
- M. Illuminate Education Custom Report Design and Build Services
- N. ThyssenKrupp Elevator Americas Contract for Services
- O. Monterey Fire Extinguisher Contract for Services
- P. Telemetrix Integrated Systems Contract for Services
- Q. Steele Tape Construction Contract for Fencing at Pacific Grove Adult School
- R. Award Bid to MBS Engineering Inc. for Pacific Grove Middle School Gas Line Replacement
- S. Field of Dreams Contract for Services
- T. Contract for Services with Superior Hydroseeding for Hydroseeding Turf Grass at Pacific Grove Adult School Daycare
- U. Approval of Additional Education Technology Purchase from Carousel Industries

Trustee Crandell acknowledged LaVerne Baker-Leyva will be retiring and will be missed.

**MOTION Crandell/Dawson to approve consent agenda as presented.**

**Public comment: none**

**Motion CARRIED 4 – 0**

**V. ACTION/DISCUSSION**

- A. Adopt Resolution No. 1023 Designating Authorized Agents to the Monterey & San Benito Property & Liability Joint Powers Authority

**MOTION Trustee Paff/Trustee Crandell to Adopt Resolution No. 1023 Designating Authorized Agents to the Monterey & San Benito Property & Liability Joint Powers Authority.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

- B. Superintendent's Goals

**MOTION Trustee Dawson/Crandell to approve the Superintendent's Goals for 2018-19.**

**Public comment: none**

**Motion CARRIED 4 – 0**

The Board thanked Superintendent Porras for all his hard work, for making the goals well-articulated and challenging, and thanked him for adding equity to the goals.

**B1. Walk-On Resolution No. 1024 Proclaiming Week of the School Administrator**

Superintendent Porras said words were inadequate in describing the amazing Administrative Team, who are professional, compassionate, articulate and he is very proud of the team.

**MOTION Trustee Paff/Trustee Crandell to Adopt Walk-On Resolution No. 1024 Proclaiming Week of the School Administrator.**

**Public comment: none**

**Motion CARRIED by roll call vote 4 – 0**

**C. Board Calendar/Future Meetings**

Superintendent Porras noted the Safety Updates were added as quarterly items to the Board Calendar. Trustee Crandell noted quarterly was acceptable for Safety Updates, and said having the Safety Updates on the agenda is helpful to the public so they are aware what is going on in the District.

**MOTION Phillips/Crandell to approve the Board meeting calendar.**

**Public comment: none**

**Motion CARRIED 4 – 0**

**VI. INFORMATION/DISCUSSION**

**A. Review of Bus Ridership**

Assistant Superintendent Chin-Bendib presented information to the Board. The Board discussed this item.

**B. 2017- 2018 California Assessment of Student Performance and Progress (CAASPP) Results**

Director of Curriculum and Special Projects Ani Silva presented information to the Board. The Board discussed this item.

**C. Future Agenda Items**

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)

The Board requested Water Polo be added to a future agenda.

The Board received information regarding School Breakfast Program, Trustee Paff asked that this item be removed from future agenda.

Trustee Dawson provided additional information on the Review of Classified Evaluation Process.

Trustee Paff asked that the Foreign Language item come back to the Board with bilingual program options.

**VII. ADJOURNED**

8:42 p.m.

Approved and submitted:

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Dr. Ralph Gómez Porras  
Secretary to the Board

**SUBJECT:** Certificated Assignment Order #4

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

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**RECOMMENDATION:**

The administration recommends adoption of Certificated Assignment Order #4

**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. 4  
October 25, 2018**

**ADDITIONAL ASSIGNMENTS:**

**2018-19 PGMS Fall Sports Stipends**

<b>Employee</b>	<b>Assignment</b>	<b>% Stipend</b>	<b>Funding</b>	<b>Amount</b>
Nancy DaSilva	6-7-8 Grade Volleyball	0.50%	GF	\$578
Matt Davis		0.50%	GF	\$578
Ryan Travaille	Cross Country	1.0%	GF	\$1,156

<b>Employee</b>	<b>Assignment</b>	<b>% Stipend</b>	<b>Funding</b>	<b>Amount</b>
Page Gilmore, RDE Maryn Sanchez, FGE Brice Gamble, PGMS Alex Morrison, PGHS	Tech Ninja	1.0% each	Educator Effectiveness Funds	\$800 each

**RESIGNATION:**

Becky Ohsiek, RDE Garden Coordinator resigns effective October 5, 2018 (stipend position funded through SSC)

**SUBSTITUTE:**

Saidah Traish



**SUBJECT:** Classified Assignment Order #4

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

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**RECOMMENDATION:**

The administration recommends adoption of Classified Assignment Order #4.

**BACKGROUND:**

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

**INFORMATION:**

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

**FISCAL IMPACT:**

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 4  
October 25, 2018**

**NEW HIRE:**

Patricia Young-Chou, PGAE, Instructional Assistant Co-Op Parent Education Program, 4 hours per day, 5 days per week, 10 month work calendar, Range 30, Step A effective October 2, 2018 (replaces Desiree Babas who resigned)

**PROMOTION:**

Cliff Houston, promotes from PGHS Custodian I, 8 hours per day, 12 month work calendar Range 35, Step D to Maintenance II, 8 hours per day, 12 month work calendar Range 43, Step A effective October 1, 2018 (receiving no less than a 5% increase for promotion according to the CSEA Bargaining Agreement)

**SHORT-TERM, AFTERSCHOOL ENRICHMENT FALL II, October 22, 2018 through December 13, 2018,** \$30 per hour paid per timesheet, and based on sufficient enrollment

<b>Instructor</b>	<b>Course</b>	<b>Total Hours</b>	<b>Start</b>	<b>End</b>	<b>Classes per Session</b>
Tara Carmichael	Art (Mon/RDE) Grades 1-3	6	Oct. 22	Dec 10	6
Ritika Kumar	Ceramics (Tues/RDE) Grades 2-5	6	Oct. 23	Dec. 11	6
David Peel	Chess (Tues/RDE) Grades 2-5	6	Oct. 23	Dec. 11	6
Maria Dawson	Theatre Arts (Weds/RDE) Grades 1-3	6	Oct. 24	Dec. 12	6
Ritika Kumar	Ceramics (Weds/FGE) Grades 2-5	6	Oct. 24	Dec. 12	6
Lisa Lavin	Ukulele 2 (Thur./FGE) Grades 4-5	6	Oct. 25	Dec. 13	6
Ritika Kumar	Yoga (Thurs/RDE) Grades 1-5	6	Oct. 25	Dec. 13	6

**RETIREMENT:**

Domindor Lagmay, RDE Custodian II, 8 hours per day, 5 days per week, 12 month work calendar retires October 9, 2018 after 20 years of successful service with the Pacific Grove Unified School District

**SUBSTITUTE:**

Karla Pascua

**SUBJECT:** Acceptance of Donations

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

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**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**

PG Pride	\$1,370 (September grant)
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**Robert H. Down Elementary School**

PG Pride	\$ 400 (September grant)
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**Pacific Grove Middle School**

Field of Dreams	Coach uniforms valued at \$308
Chapman Foundation	\$8,600 (AVID)

**Pacific Grove High School**

PG Pride	\$6,000 (September grant)
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**Pacific Grove Community High School**

None

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

Sherry and John Howells	\$ 100 undesignated (in memory of Joan Nattress)
Lois Carroll	\$ 100 undesignated (in memory of Joan Nattress)

**Pacific Grove Unified School District**

Monterey Peninsula Foundation	\$10,000 (GATE)
The Chapman Foundation	\$15,500 (GATE)

Ref: Donations

**SUBJECT:** Out of County or Overnight Activities

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

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**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.

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**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 25 Pier 24 Gallery San Francisco, CA	PGHS Photo Class Urban landscape exhibition	Auto	\$250	CTEIG
March 27, 2019 Egyptian Museum San Jose, CA	PGMS 6 <sup>th</sup> Grade Class Ancient history	Charter	\$TBD	Students/donations

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# **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. <sup>I understand.</sup>

Date of Activity 10/25/2018 Day of Activity Thursday

Location of Activity Pier 24 Gallery City San Francisco County San Francisco

School PG High School Class or Club Photo 2/ AP photo Grade Level/s 10-12

School Departure Time 8:30 AM

Pickup Time from Place of Activity 8:00 PM

Name of Employee Accompanying Students Celia Lara

Number of Adults 4 Number of Students 17

Description of Activity/Educational Objective  
Urban landscape/ street photography and this land exhibition at Pier 24

List All Stops Ferry Building, Embarcadero, Pier 24, Chinatown, SFAI, North Beach

Means of Transportation: Auto\*

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

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

Cost of Activity \$ 0 + Cost of Transportation \$ 250.00 = Total \$ 250.00

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

Account Code: 01-6387-0-3800-1000-5200-00-006-8500-0720

Requested by: Celia / Celia Lara Date 09/26/2018  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 10/01/2018

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## **Transportation Department/District Office Use**

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

Approved by Transportation Supervisor: \_\_\_\_\_ Date \_\_\_\_\_

Approved by Assistant Superintendent: song chinbendib Date 10/01/2018

Date of Board Approval 10/25/2018

**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. <sup>1</sup> understand.

Date of Activity 03/27/2019 Day of Activity Wednesday  
Location of Activity Egyptian Museum City San Jose County San Jose  
School PG Middle School Class or Club 6th grade Grade Level/s 6th grade  
School Departure Time 8:30, 9:00, 9:30 AM  
Pickup Time from Place of Activity 1:30, 2:00, 2:00 PM  
Name of Employee Accompanying Students Moira Mahr, Wendy Milligan, Mary Ann Fort  
Number of Adults 30 Number of Students 175  
Description of Activity/Educational Objective  
Egyptian Museum

List All Stops None  
Means of Transportation: Charter  
\* Board Regulation 3541.1 Requirements will be complied with when using private Autos mm  
(Teacher initials)

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

Cost of Activity \$ \_\_\_\_\_ + Cost of Transportation \$ \_\_\_\_\_ = Total \$ \_\_\_\_\_

Fund/s to be charged for all activity expenses ( ☒ ) Students ( ☐ ) Club ( ☐ ) PG Pride ( ☐ ) Other \_\_\_\_\_

Account Code: 01-0038-0-1110-1000-4300-00-005-7280-0720

Requested by: Moira Mahr, Wendy Milligan, Mary Ann Fort Moira  
Employee Signature (accompanying student activity) Printed Name Date 08/20/2018

Administration Approval/Principal Sean Roach Date 08/29/2018

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**Transportation Department/District Office Use**

( ☐ ) School Bus ( ☒ ) Charter ( ☐ ) Available ( ☐ ) Not available Date Received 10/01/2018  
Cost Estimate \$ Prices will follow early 2019 W Disc

Approved by Transportation Supervisor: LStacks Date 10/01/2018

Approved by Assistant Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

Date of Board Approval 10/25/2018

**SUBJECT:** Brandman University Fieldwork Contract

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the fieldwork contract with the Brandman University.

**INFORMATION/BACKGROUND:**

Partnering with Brandman University through this Fieldwork Contract assists student teachers to meet their credentialing goals by allowing student teaching to occur in the classroom under the direction of a credentialed master teacher.

**FISCAL IMPACT:**

None





## SUPERVISED FIELDWORK AGREEMENT

Please check below all the applicable supervised fieldwork in which in your District will be participating with Brandman University Monterey Campus.

TEACHER EDUCATION

☒

SCHOOL PSYCHOLOGY

☐

SCHOOL COUNSELING

☐

EDUCATION ADMINISTRATION

☐

THIS AGREEMENT is made and entered into by and between Brandman University hereinafter called the "UNIVERSITY," and the Pacific Grove Unified School District, hereinafter called "FIELDWORK SITE."

### I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of finger print clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY shall complete periodic observations and/or evaluations of the student regarding his/her performance at the FIELDWORK SITE as per arrangement between the UNIVERSITY faculty or staff member and the FIELDWORK SITE supervisor.
- D. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

### II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

### **III. THE PARTIES MUTUALLY AGREE**

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.

- G. The parties mutually agree each shall provide and maintain commercial general liability insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.
- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

## FIELDWORK SITE CONTACT INFORMATION:

Pacific Grove Unified School District  
 435 Hillcrest Ave  
 Pacific Grove, CA 93950  
 Attn: Dr. Ralph Porras, Superintendent  
 Tel: (831) 646-6553

## UNIVERSITY CONTACT INFORMATION:

Brandman University  
 16355 Laguna Canyon Road  
 Irvine, CA 92618  
 Attn: School of Education, Dean  
 Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

**IV. TERM AND TERMINATION OF AGREEMENT**

- A. THE TERM of this Agreement shall be effective December 1, 2018 and shall continue in full force and effect through November 30, 2021. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.
- B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

**SIGNATURES:**

FIELDWORK SITE:      Signature: \_\_\_\_\_  
                                  Name: \_\_\_\_\_  
                                  Title: \_\_\_\_\_  
                                  Date: \_\_\_\_\_

UNIVERSITY:              Signature: \_\_\_\_\_  
                                  Name:      Phillip L. Doolittle  
                                  Title:      Executive Vice Chancellor of Finance and  
                                               Administration and Chief Financial Officer  
                                  Date: \_\_\_\_\_

Appendix A  
Payment for Master Teachers for Teacher Education Fieldwork Only

**I. SPECIAL PROVISIONS – RATES and PAYMENTS**

- (a) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Master Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Master Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the MASTER TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, MASTER TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the MASTER TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

## **Appendix B**

### **Specific Supervision Requirements for Each Program**

#### **Teacher Education Fieldwork:**

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their master teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

**School Counseling Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. Provide opportunities for students to gain a broad range of experiences, including experiences in:
  - a. Personal and career assessments
  - b. Personal counseling experience in either an individual or group context
  - c. Experience in School-based programs serving parents and family members
  - d. Observing classroom instruction
  - e. Attending district and school based meetings
  - f. Mapping school-based community resources
  - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
  - h. Participating in professional development activities.
  - i. Participating in individual or group supervision.
  - j. Learning about and using technology and information systems.
  - k. Learning about Individual differences and student diversity.
- C. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- D. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years experience in school counseling to serve as the primary supervisor. The student may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- E. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- F. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- G. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

**I. Specific Supervision Requirements School Psychology Fieldwork:**

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school psychologist with at least two years of professional experience.
- B. Provide experiences with a diverse student population.
- C. Provide experiences with a variety of educational programs.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:

- a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
  - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
  - c. Developing, implementing and evaluating academic and behavioral interventions.
  - d. Providing counseling and other mental health interventions.
  - e. Home, school, community collaboration: working with parents and community members.
  - f. Learning about, helping develop, or evaluating policy, practices and programs.
  - g. Participating in professional development activities.
  - h. Participating in individual or group supervision.
  - i. Learning about and using technology and information systems.
  - j. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least two years experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- G. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the student will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the student is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

#### **School Administration:**

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.



**SUBJECT:** Discovery Line, Inc. Contract for Service

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for service with Discovery Line, Inc. for the 2018-2019 school year.

**BACKGROUND:**

Discovery Line, Inc. is the charter bus company we use for extended field trips outside the school district. Discovery is a professional charter bus company whose drivers are specially licensed. Some of the field trips they drive for are the 12th grade trip to Disneyland, 6<sup>th</sup> grade science camp, 5<sup>th</sup> grade to Raging Waters, AVID students to attend college campuses, music students' transportation to various competitions, and so on.

**INFORMATION:**

Discovery Line, Inc. provides specially licensed drivers and charter buses that are not available within the district.

**FISCAL IMPACT:**

\$10,000 Site donations, student collected funds, Transportation

***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:

**DISCOVERY LINE, INC.** \_\_\_\_\_ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # \_\_\_\_\_

<b><u>11020 Commercial Parkway</u></b>	<b><u>Castroville,</u></b>	<b><u>CA</u></b>	<b><u>95012</u></b>
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 October 6, 2018 and shall be completed on or before June 30, 2019.
- 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:

Charter bus services for district field trips for the 2018-2019 school year

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 at the rate of:

\$10,000 Not to exceed

Source of Funds: Fund 01 Transportation, Site Donations

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- 2) Monthly - in accordance with provision of services.
- X 3) Other : As invoiced for each charter

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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the Site/Program:

For the Contractor:

\_\_\_\_\_  
Site/Program Administrator                      Date

\_\_\_\_\_  
Name

For the District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Director of Human Resources                      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Superintendent                      Date

\*\*\*\*\*

**NOTE:**            PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

\_\_\_\_\_  
Assistant Superintendent

\_\_\_\_\_  
Date

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

**SUBJECT:** Monterey Bay Urgent Care Contract for Service

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for service with Monterey Bay Urgent Care for the 2018-2019 school year.

**BACKGROUND:**

The District is required by California Highway Patrol and Department of Motor Vehicles to have school bus drivers submit to an annual physical examination. Monterey Bay Urgent Care has provided this service for the district for the past several years. We were previously with Doctors on Duty in Monterey but due to rate increases, we changed providers.

**INFORMATION:**

Monterey Bay Urgent Care provides medical services that are not available within the district.

**FISCAL IMPACT:**

\$1,000 Transportation Budget

**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 MONTEREY BAY URGENT CARE for services rendered as specified below.

**1. Scope of Service:**

To provide:

Physical examinations for district school bus drivers as required for CHP and DMV compliance for the 2018-19 school year.

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

District bus drivers are physically fit to drive school buses

**3. Length of the Contract:**

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

July 1, 2018 – June 30, 2019

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$100 per visit not to exceed \$1,000

School Funding Source: Transportation

Account Code: 01-0000-0-0000-3600-5800-00-000-7900-0720

Consultant (Print Name) MONTEREY BAY URGENT CARE

Address 245 Washington St., Monterey, CA 93940

Signed \_\_\_\_\_ Date \_\_\_\_\_

☐ District Employee      ☒ Independent Consultant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator (Check appropriate box below)

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

**SUBJECT:** Wilson's Plumbing Contract for Service

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for service with Wilson's Plumbing for the 2018-2019 school year.

**BACKGROUND:**

Wilson's Plumbing provides testing services for sewer drains at the various school sites.

**INFORMATION:**

Wilson's Plumbing provides expertise and equipment that is not available within the district.

**FISCAL IMPACT:**

\$2,000 Maintenance and Operations



***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:

**WILSONS PLUMBING** \_\_\_\_\_ **CONTRACTOR**

SOCIAL SECURITY NUMBER OR BUSINESS ID # \_\_\_\_\_

<b><u>307 Grand Ave.</u></b>	<b><u>Pacific Grove,</u></b>	<b><u>CA</u></b>	<b><u>93950</u></b>
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 October 6, 2018 and shall be completed on or before June 30, 2019.
- 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:

Sewer testing for compliance at district sites.

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 at the rate of:
- \$2,000 Not to exceed

Source of Funds: Fund 01 Maintenance and Operations

- K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- 2) Monthly - in accordance with provision of services.
- X 3) Other : As invoiced for each test

- 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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the Site/Program:

For the Contractor:

\_\_\_\_\_  
Site/Program Administrator                      Date

\_\_\_\_\_  
Name

For the District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Director of Human Resources                      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Superintendent                      Date

\*\*\*\*\*

**NOTE:**            PARAGRAPH “F” ABOVE IS HEREBY WAIVED IF SIGNED BELOW.

\_\_\_\_\_  
Assistant Superintendent

\_\_\_\_\_  
Date

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

**SUBJECT:** Tri-County Fire Protection Contract for Service

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for service with Tri-County Fire Protection for the 2018-2019 school year.

**BACKGROUND:**

The food service facilities require specialized fire inspections during the school year. This is separate from the site fire inspections as Tri-County inspects the food service equipment in the school cafeterias.

**INFORMATION:**

Tri-County Fire Protection provides expertise in the inspections of food service equipment not available within the district.

**FISCAL IMPACT:**

\$1,500 Fund 13 Cafeteria

***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:

**TRI-COUNTY FIRE PROTECTION, INC.** \_\_\_\_\_ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # \_\_\_\_\_

<b><u>260-A Rianda St.</u></b>	<b><u>Salinas,</u></b>	<b><u>CA</u></b>	<b><u>93901</u></b>
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 August 1, 2018 and shall be completed on or before June 30, 2019
- 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:

On-site fire alarm inspections for food service kitchen equipment at PG High School, Robert Down Elementary, Forest Grove Elementary and PG Middle School.

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 at the rate of:

Not to exceed \$1,500

Source of Funds: Fund 13 Food Service/Cafeteria

K. Payments will be made by the District to the Contractor as follows:

- 1) Lump sum upon completion of services rendered.
- 2) Monthly - in accordance with provision of services.
- X 3) Other As Invoiced

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 \_\_\_\_\_ day of \_\_\_\_\_, 2018.

For the Site/Program:

For the Contractor:

\_\_\_\_\_  
Site/Program Administrator                      Date

\_\_\_\_\_  
Name

For the District:

\_\_\_\_\_  
Title

\_\_\_\_\_  
Director of Human Resources                      Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Assistant Superintendent                      Date

\*\*\*\*\*

**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 John Upshaw DBA Monterey DJ. at Pacific Grove Middle School

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

---

**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for services with John Upshaw DBA Monterey DJ. at Pacific Grove Middle School in the amount of \$350.00, as proposed.

**BACKGROUND:**

For the past year John Upshaw has provided music for Middle School dances. They are proposing to provide the same service for the 2018-19 school dance.

**INFORMATION:**

Monterey DJ will provide school approved music for the Fall Ball.

**FISCAL IMPACT:**

Total contract for the Middle School is not to exceed \$350.00 and is paid for by Middle School ASB Leadership.



**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 John Upshaw for services rendered as specified below.

**1. Scope of Service:**To provide: DJ for PGMS Fall Ball on November 16, 2018 for 2 hours**2. Evaluation and/or expected outcome(s)(continue on attached page if needed):**Provide pre-approved music for the PGMS Fall Ball.**3. Length of the Contract:**

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

November 16, 2018

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$175.00 per hr/day/other)2 (hours/days/other)School Funding Source: SiteAccount Code: ASB - LeadershipConsultant John Upshaw BDA Monterey DJAddress 3127 Crescent Ave., #A4, Marina, CA 93933

Signed \_\_\_\_\_ Date \_\_\_\_\_

☐ District Employee      ☒ Independent Consultant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator (Check appropriate box below)

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

**SUBJECT:** Contract for Services with Jon Nordgren, Music Clinician at Pacific Grove Middle School

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

---

**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for services with Jon Nordgren, Music Clinician at Pacific Grove Middle School in the amount of \$2500.00, as proposed.

**BACKGROUND:**

Jon Nordgren will work with the PGMS music students to increase music comprehension.

**INFORMATION:**

This is the second year Mr. Nordgren has worked with our music students.

**FISCAL IMPACT:**

Total contract for the Middle School is not to exceed \$2,500.00 and is paid for by Music Boosters.

435 Hillcrest Avenue

Pacific Grove, CA 93950

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

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

**1. Scope of Service:**To provide: Music Clinician

—

**2. Evaluation and/or expected outcome(s)(continue on attached page if needed):**Increase musical comprehension.**3. Length of the Contract:**

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

September 5, 2018 through May 31, 2019**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$35.00 per Hour (\$ per hr/day/other)for 4 hours week not to exceed \$2500.00 (hours/days/other)School Funding Source: 01-0038-0-1110-1000-5800-00-005-1432-0000Consultant Jon Nordgren

Address \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

☐ District Employee☒ Independent Consultant \*

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator – (Check appropriate box below)

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

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**

Revised 06/12

- (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

**SUBJECT:** Contract Services for Robert Down Elementary School Ottertorium Piano Tuning

**PERSON(S) RESPONSIBLE:** Sean Keller, Robert H. Down Elementary School, Principal

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve contract for services with Ellsworth Gregory for piano tuning.

**BACKGROUND:**

Robert H. Down Elementary School's piano in the Ottertorium is in need of tuning – requested by PGUSD Music instructors. Based on the Piano Technicians Guild website, a piano should be tuned two times per year.

**INFORMATION:**

One time contract for tuning of piano by Ellsworth Gregory, recommended piano tuner by Bookmark Music. After the holiday programs, Administration will discuss conditions to determine another tuning in Spring 2019.

**FISCAL IMPACT:**

\$125.00 fee from site funds.

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

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

**1. Scope of Service:**

To provide: Piano Tuning for Robert Down School

**2. Evaluation and/or expected outcome(s)(continue on attached page if needed):****3. Length of the Contract:**

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

One day tuning to be done between November 5-9, 2018

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$125.00 (\$ per hr/day/other)  
for one day (hours/days/other)

School Funding Source: Site Admin

Account Code: 01-0000-0-1110-2700-5800-00-002-7205-0720

Consultant (Please print) Ellsworth Gregory

Address P.O. Box 5851, Carmel, CA 93921 Phone 831-624-9611

Signed \_\_\_\_\_ Date \_\_\_\_\_

☐ District Employee ☒ Independent Consultant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator (Check appropriate box below)

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

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

\_\_\_\_\_  
Date



**SUBJECT:** Contract for Services with Swun Math

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

---

**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract with Swun Math to provide professional development through coaching for the elementary math pilot.

**BACKGROUND:**

In 2017-2018 school year, elementary teachers began to explore other math programs that were better aligned to the California State Standards and provided focus, coherence, and rigor while students engaged in all mathematical practices. At the beginning of this year, an elementary committee consisting of one teacher per grade level per site piloted Ready Math/Iready. The second math program to pilot will be Swun Math beginning in November and ending in February.

**INFORMATION:**

Pilot Goal: to increase student achievement in mathematics through the development and implementation of a daily 90-minute math model for grades TK-5 students in PGUSD. Key features of this program include a pacing guide utilizing Swun math CCS Lessons, common pre- and post-trimester exams, teaching strategies (Phase I lesson design/ Phase II Inquiry based Instruction, group work techniques, academic language development, writing skills, etc.), monthly coaching support/site visits by contractor for both teachers and principals.

**FISCAL IMPACT:**

\$7500.

**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 **SWUN MATH** for services rendered as specified below.

1. **Scope of Service:**  
To provide: Elementary Math Curriculum Pilot Program
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed): PGUSD Elementary Schools in grade TK-5 will participate in a math curriculum pilot that includes a pacing guide, assessments, teaching strategies, coaching support, site visits, and professional development.
3. **Length of the Contract:**  
Service is to be provided on the following date(s): The 2018-19 School Year
4. **Financial Consideration:**  
Consultant to be paid at the rate of: \$7,500.00  
Account Code: 01-0000-0-1110-1000-5800-00-000-4960-0730

Consultant: Swun Math

Address: 10073 Valley View #116 Cypress, Ca 90630 Phone: 714-600-1130

Signed \_\_\_\_\_ Date \_\_\_\_\_

☐ District Employee

☒ Independent Consultant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator (Check appropriate box below)

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_  
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.

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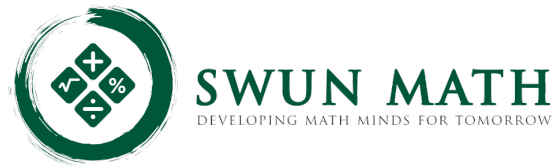
District/Site Administrator

---

Date

Ref: Contract for Services Criteria

Revised 02/15



10073 Valley View #116 Cypress, CA 90630 • (714) 600-1130

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Pilot Goal: to increase student achievement in mathematics through the development and implementation of a daily 90-minute math model for **grades TK-5** students in PGUSD. Key features of this program include a pacing guide utilizing Swun math CCS Lessons, common pre- and post-trimester exams, teaching strategies (Phase I lesson design/ Phase II ***Inquiry based Instruction***, group work techniques, academic language development, writing skills, etc.), monthly coaching support/site visits by contractor for both teachers and principals.

- Lessons/Curriculum support for grades TK-5 Common Core Standards
- Web based CCS curriculum support for classroom and at home
- Standards-aligned benchmark assessments that spiral in key standards learned in earlier trimesters or quarters
- Math fluency assessments for Common Core Math Standards that require automaticity
- Formative unit assessments that enable teachers to adjust their instruction to meet student needs
- *Beyond the Basic Facts* intervention materials for grades K-5
- Content and instructional strategies-based professional development four times a year: teachers and administrators attend the same sessions to build common language, consistent expectations, and mutual support
- 2 months coaching and site support for teachers and site administrators (demonstration lessons, co-plan/co-teach, observations and debrief, teacher collaboration, development of quizzes, data cycles)
- All teachers manual will be included

## The following services are included in 2018-2019 Pilot Contract:

### **K -5 Math Pacing Guide Development**

Not Available for Pilot

### **Assessments**

#### **Formative/Unit Assessments, Constructed Response Short and Extended**

Includes 10-14 formative/unit assessments per grade level  
(One master set per site teacher; site responsible for making class sets)

Math Fluency Timed Assessments to be used to support learning targets for each grade level (4 versions of addition, subtraction, multiplication, division, integers, fractions, percents, proportions)  
(one master set per site teacher; site responsible for making class sets)

### **SWJN MATH PD & SITE SUPPORT SERVICES**

#### **Professional Development for Teachers & Administrators (2-3 Consultants)**

Total of 19.5 days of Professional Development. **Site provides substitutes/release time.**

Grade/ Course Levels	Frontloading Trimester/ Quarter 1	Trimester/ Quarter 2	Trimester/ Quarter 3	Cumulative Review	PD Days Sub-Total
TK-K	2.0 days				
1	2.0 days				
2	2.0 days				
3	2.0 days				
4	2.0 days				
5	2.0 days				
<b>Sub-Total</b>	<b>12.0 days</b>				<b>12 days</b>

#### **Coaching & Support (3-4 Swun Math consultants)**

##### **Full-Day Site Support Visits for Elementary and Middle Grades**

1 day per site support visit/month x 2 months = 2 days of elementary school support TK-5

#### **Administration Support**

Not Available for Pilot

**Pilot Professional Development/Monthly coaching – \$7,500**

**SUBJECT:** Contract for Services for F.A.S.T. Translation Services

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

---

**RECOMMENDATION:**

The District Administration Recommends the Board review and approve the contract for services with F.A.S.T. Translation Services to provide written and oral translation in Spanish and other languages services for site curriculum needs.

**BACKGROUND:**

The District has a need for written and oral translation services in Spanish and other languages for curriculum needs such as parent flyers, parent teacher conferences, and other situational needs that may occur at the district or site levels.

**INFORMATION:**

Families who speak languages other than English have a need to be aware of the goings on of their child's school community as well as have a need to be able to understand and communicate at parent-teacher conferences throughout the school year.

**FISCAL IMPACT:**

Not to exceed \$1,200.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Agenda Item O

435 Hillcrest Avenue  
Pacific Grove, CA 93950  
CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and **F.A.S.T. Services** for services rendered as specified below.

1. **Scope of Service:**

To provide: Written and verbal translation services for parents and guardians in languages other than English.

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

Parents speaking languages other than English will have a thorough understanding of the school community, parent teacher meetings, etc.

3. **Length of the Contract:**

Service is to be provided on the following date(s): The 2018-19 school year.

4. **Financial Consideration:**

Consultant to be paid at the rate of: \$90.00 per hour for Spanish, \$130.00-\$150.00/hr for other languages with a 2 hour minimum assignment, plus the IRS mileage reimbursement rate if traveling form out of the area. 24 hour cancellation policy for Spanish speaking translation & 48 hour cancellation policy for other languages.

School Funding Source: Curriculum and Instruction (Title III)

Account Code: 01.4203.0.1189.1000.5800.00.000.3403.0730

Consultant: F.A.S.T. Services

Address 115 Capitol Street Salinas, Ca 93901 Phone: 424-9811

Signed \_\_\_\_\_ Date \_\_\_\_\_

☐ District Employee ☒ Independent Consultant

Signed \_\_\_\_\_ Date \_\_\_\_\_

Site/Program Administrator (Check appropriate box below)

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

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

Signed \_\_\_\_\_ Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_

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 O

**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.

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District/Site Administrator

---

Date



**SUBJECT:** Lifeguards for the Pacific Grove High School Senior Picnic

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for services for four life guards for the Pacific Grove High School Senior Picnic.

**BACKGROUND:**

This Contract for Services is needed for water safety at the annual senior picnic taking place on October 10, 2018. The Senior Picnic is an annual event that is designed to bring students together building a sense of unity for their class and the school. It occurs on the day of the Preliminary Scholastic Aptitude Test (PSAT) due to the advantage of removing more students from making noise during the testing and because classes usually cannot advance instruction with so many students taking the PSAT.

The senior picnic is held at Lovers Point so lifeguards are necessary if students want to enjoy swimming.

**INFORMATION:**

The need for lifeguards was advertised, but no one came forward until the week of the event, hence the late submission of a contract.

**FISCAL IMPACT:**

Funds will be allocated through the High School Associated Student Body senior account.

**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 **Carla Hanna, Amber Kearney, Shannon Cry, and Kristian Harvout** for services rendered as specified below.

**1. Scope of Service:**

To provide : Lifeguard services during the Senior Picnic being held at Lover's Point Park and Beach

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

CPR certified lifeguards to be on duty during the event

**3. Length of the Contract:**

Service is to be provided on the following date(s):  
October 10, 2018 from 10 am - 3pm

**4. Financial Consideration:**

Consultants to be paid at the flat rate of \$100.00 each

School Funding Source: Wells Fargo Bank ASB Account - Senior Picnic


Account Code: #8994873977/530

Consultant (Please print) Carla Hanna, Amber Kearney, Shannon Cry, Kristian Harvout

Address 2625 Trenton CT Marina, CA 93933 (KH), 65 Laguna Grande Ct Monterey 93940 (SC), 1 Via Campana Monterey 93940 (AK), 1139 Clementina Ave Seaside 93955 (CH)

Signed Please see attached W9 forms from each lifeguard Date 10/10/2018

☐ District Employee ☒ Independent Consultants

Signed  Date 10/10/2018  
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 \_\_\_\_\_ Date \_\_\_\_\_  
Director of Human Resources

Signed \_\_\_\_\_ Date \_\_\_\_\_  
Assistant Superintendent

**ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.**

Revised 02/15

\*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

**SUBJECT:** Capital Projects List

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the current Capital Projects List.

**BACKGROUND:**

The Capital Projects List was created to quantify major repairs, major replacement projects, and equipment replacement for the immediate future and long term planning. In addition, it will be used as a tool to communicate to staff the importance of preventative maintenance and set parameters and priorities to work orders. The list is a living document that encompasses what was verbal and "known", to a written format that can be tracked and added to. Projects in the high and medium list have been prioritized within each of their respective groups and a low and high estimate to the cost of the repairs has been estimated. Some of these projects can and will be done by maintenance staff while others will be bid and contracted out.

**INFORMATION:**

After the Board has approved this Capital Projects List, staff will start working on funding especially on the High Priority items. Recommendations on funding these projects will be brought back to the Board in subsequent meetings.

Additionally, this Capital Projects List will be updated as current data and information is available and will be presented to the Board regularly.

**FISCAL IMPACT:**

This list is for Board's review and approval.

PGUSD Capital Projects List

High Priority Projects

Ranking	School	Project	Estimated Costs		Actual Cost	Timing	Notes
			Low	High			
1	Middle School	Gas Line Replacement			\$49,518.00	Immediate	Roof gas lines leading to heating units; the cost was split between General Fund and Deferred Maintenance
2	High School	K&L Dry Rot & Termite Damage	\$50,000.00	\$500,000.00		Immediate	Termite and dry rot damage to beams and eaves
3	High School	Track Replacement	\$250,000.00	\$400,000.00		Immediate	
Sub Total Immediate Projects			\$300,000.00	\$900,000.00			
4	High School	Stadium Field Replacement	\$600,000.00	\$750,000.00		1-2 Years	
5	Middle School	Woodshop Roofing	\$150,000.00	\$225,000.00		1-2 Years	
6	David Ave	Driveway Improvements	\$32,000.00	\$60,000.00		1-2 Years	Driveway and parking areas at charter school and community high
7	David Ave	Roofing	\$150,000.00	\$350,000.00		1-2 Years	Roof replacment to one building and repairs to other buildings
8	David Ave	Sewer Line Replacement	\$150,000.00	\$500,000.00		1-2 Years	sewer main backs up a few times a year becase of roots and flat sloping.
9	Forest Grove	Rain Gutters K-Wing	\$15,000.00	\$15,000.00		1-2 Years	
10	High School	Rain Gutters	\$50,000.00	\$100,000.00		1-2 Years	
11	District Office	John Deere Mower	\$60,000.00	\$100,000.00		1-2 Years	Current mower is a 2001. Most parts are obsolete.
12	Adult School	Exterior Painting	\$35,000.00	\$60,000.00		1-2 Years	Main building needs lead abatement and re-paint
13	All Sites	Carpeting Replacement	\$10,000.00	\$50,000.00		1-2 Years	
Sub Total 1-2 Year Projects			\$1,252,000.00	\$2,210,000.00			
Total High Priority Projects			\$1,552,000.00	\$3,110,000.00			

PGUSD Capital Projects List

Medium Priority Projects

Ranking	School	Project	Estimated Costs		Timing	Notes
			Low	High		
1	High School	Field Replacment	\$500,000.00	\$750,000.00	2-5 Years	
2	High School	Sprinkler System Painting	\$10,000.00	\$10,000.00	2-5 Years	
3	Middle School	Exterior Painting	\$15,000.00	\$25,000.00	2-5 Years	
4	High School	Exterior Painting	\$50,000.00	\$150,000.00	2-5 Years	
5	High School	Pool Heater Replacement	\$50,000.00	\$75,000.00	2-5 Years	
6	Middle School	Front Parking AC Replacment	\$20,000.00	\$30,000.00	2-5 Years	
7	Robert Down	VCT Flooring Replacement	\$125,000.00	\$200,000.00	2-5 Years	
8	Middle School	VCT Flooring Replacement	\$125,000.00	\$200,000.00	2-5 Years	
9	District Office	Maintenance Vans/Trucks (2 EA)	\$40,000.00	\$60,000.00	2-5 Years	
Total Medium Priority Projects			\$935,000.00	\$1,500,000.00		

PGUSD Capital Projects List

Medium Priority Projects

Ranking	School	Project	Estimated Costs		Timing	Notes
			Low	High		
	High School	Roofing - All Buildings	\$2,000,000.00	\$3,000,000.00	Contractor	
	Robert Down	1st Grade Portable Replacment	\$900,000.00	\$1,500,000.00	Contractor	
	Robert Down	Roofing	\$1,000,000.00	\$1,500,000.00	Contractor	
	Forest Grove	E-Wing Portable Replacement	\$900,000.00	\$1,500,000.00	Contractor	
	Forest Grove	Roofing	\$1,500,000.00	\$2,250,000.00	Contractor	
	Middle School	Roofing	\$1,000,000.00	\$1,500,000.00	Contractor	
	District Office	Maintenance Vans/Trucks (2 EA)	\$40,000.00	\$60,000.00		
Total Lower Priority Projects			\$7,340,000.00	\$11,310,000.00		

Total All Projects	\$9,827,000.00	\$15,920,000.00
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**SUBJECT:** 2018-19 Budget Revision #2

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the proposed budget revisions.

**BACKGROUND:**

Throughout the year, the budgets of the District's various funds are revised to reflect changing financial conditions, or as the result of Board decisions which have a budgetary impact. Budget revisions are usually early in the fiscal year (September) to update the beginning fund balances following the close-out of the prior year. Budget revisions are also included in the First Interim Report (December) and the Second Interim Report (March). The last Budget revision is usually done towards the end of the fiscal year (May).

Additionally, staff recommends that another set of budget revisions be presented to the Board in October. At this time, Unaudited Actuals Ending Fund Balance has already been posted in 2018-19, staffing changes and payroll encumbrances have been recorded and reconciled in the books, and all the transactions would present a preliminary examination of the books prior to the First Interim report in December.

Attached are the second (prior to First Interim report) set of proposed budget revisions as reflected in the column titled "Rev #2". The column to the left of the Changes is the first set of budget revisions since the Board-approved Adopted Budget. The column to the right of Changes will become the official budget as the new Revised Budget/Preliminary First Interim, once the Board formally approves those changes. A detailed list of the purpose of each budget revision is shown at the bottom of each Fund page.

**INFORMATION:**

The financial condition of the District remains positive with reserves in place and cash flow being met.

Below are some of the highlights of the major budget revisions:

**General Fund**

- Beginning Balance: reflects actual ending balance from 2017-18, and is no longer an estimated balance.
- Revenues: revised one-time Block grant funds and Mandate revenue, Chapman Grant, and Carmel USD services agreement
- Salaries and Benefits: reflect actual expenditures and current position control projections
- Other Outgo: reduced budget due to County Special Ed Billback
- Transfer In: increased budget due to transfer from General Fund to Cafeteria and Capital Projects Fund



Adult Education Fund:

- Salaries and Benefits: increases due to Adult Ed Block Grant childcare, Parent Ed, and hourly costs
- Books and Supplies: increased budget for childcare outdoor equipment
- Services: increased budget for architecture fee

Child Development Fund:

- No budget revisions at this reporting period

Cafeteria Fund:

- Minor budget adjustments reflecting actuals

Deferred Maintenance:

- No budget revisions at this reporting period

Post Employment Benefits:

- No budget revisions at this reporting period

Building Fund:

- No budget revisions at this reporting period

Capital Projects Fund:

- Supplies/Services and Other Outgo: to adjust budget between object codes for the purchase of pool chemicals and reduce budgeted expenditures to preserve fund balance
- Transfer In: transferred from the General Fund per Board's directive based on last fiscal year's unspent discretionary funds

**FISCAL IMPACT:**

The fiscal impact is reflected in the attached reports.

## 2018-19 Budget Revisions - General Fund 01

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	<b>4,052,130</b>	545,940	<b>4,598,070</b>	-		<b>4,598,070</b>	-	<b>4,598,070</b>		<b>4,598,070</b>
<b>Revenues</b>										
LCFF	29,336,220	-	29,336,220	1,768	a	29,337,988	-	-	-	-
Federal Revenues	703,385	(19,306)	684,079	-		684,079	-	-	-	-
State Revenues	2,120,903	32,244	2,153,147	193,730	b	2,346,877	-	-	-	-
Local Revenues	1,202,819	62,234	1,265,053	19,743	c	1,284,796	-	-	-	-
<b>Total Revenues</b>	<b>33,363,327</b>	<b>75,172</b>	<b>33,438,499</b>	<b>215,241</b>		<b>33,653,740</b>	-	-	-	-
<b>Expenditures</b>										
Certificated Salaries	16,437,363	104,215	16,541,578	544,776	d	17,086,354	-	-	-	-
Classified Salaries	6,069,867	769,208	6,839,075	(559,365)	e	6,279,710	-	-	-	-
Benefits	6,444,716	(62,264)	6,382,452	570,721	f	6,953,173	-	-	-	-
Books & Supplies	1,174,500	483,280	1,657,780	(231,117)	g	1,426,663	-	-	-	-
Services	2,869,312	(741,657)	2,127,655	99,187	h	2,226,842	-	-	-	-
Capital Outlay	12,529	6,897	19,426	31,706	i	51,132	-	-	-	-
Other Outgo	157,042	134,495	291,537	(147,635)	j	143,902	-	-	-	-
Indirect Costs	(21,672)	-	(21,672)	-		(21,672)	-	-	-	-
<b>Total Expenditures</b>	<b>33,143,657</b>	<b>694,174</b>	<b>33,837,831</b>	<b>308,273</b>		<b>34,146,104</b>	-	-	-	-
<b>Surplus (Deficit)</b>	<b>219,670</b>		<b>(399,332)</b>	(93,032)		<b>(492,364)</b>		-		-
<b>Transfers In (Out)</b>	(59,611)	-	(59,611)	(124,722)	k	(184,333)	-	-	-	-
<b>Ending Fund Balance</b>	<b>4,212,189</b>	<b>(73,062)</b>	<b>4,139,127</b>	<b>(217,754)</b>		<b>3,921,373</b>	-	<b>4,598,070</b>	-	<b>4,598,070</b>

<b>Components of Ending Fund Balance</b>										
Revolving Cash	5,000	-	5,000	-		5,000	-	-	-	-
Restricted Balances	527,196	(233,584)	293,612	(31,552)		262,060	-	-	-	-
Committed		-		-			-	-	-	-
Assigned	2,672,089	153,291	2,825,380	(200,980)		2,624,400	-	-	-	-
Resv for Ec Unc	1,007,904	7,231	1,015,135	14,778		1,029,913	-	-	-	-
<b>Ending Fund Balance</b>	<b>4,212,189</b>	<b>(73,062)</b>	<b>4,139,127</b>	<b>(217,754)</b>		<b>3,921,373</b>	-	-	-	-

<b>1,768</b>	a	to increase budget due to estimated Entitlement
<b>193,730</b>	b	to post increase due to revised Mandate revenue
<b>19,743</b>	c	to post net increases due to fees and donations received, and revised Carmel USD services agreement
<b>544,776</b>	d	to increase budget: reflecting actual expenditures; based on donations received; and based on Chapman Grant for tutors
<b>(559,365)</b>	e	to decrease budget due to actuals; donations & fees received; transferring FG aides to materials
<b>570,721</b>	f	to increase budget: reflecting current position control costs; transferring FG aides budget to materials
<b>(231,117)</b>	g	to remove original donation budget placeholder and transfers between objects
<b>99,187</b>	h	to increase budget due to legal fees and grounds maintenance costs
<b>31,706</b>	i	to increase budget due to Perkins grant for capitalized equipment
<b>(147,635)</b>	j	to adjust budget based on County Special Ed Billback
<b>(124,722)</b>	k	to post increases due to transfer from GF to Cafeteria and partial GF Ending Fund Balance to Fund 40

## 2018-19 Budget Revisions - Adult Ed Fund 11

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	<b>1,695,602</b>	640,988	<b>2,336,590</b>			<b>2,336,590</b>	-	<b>2,336,590</b>		<b>2,336,590</b>
<b>Revenues</b>										
LCFF	129,000	-	129,000	-		129,000	-	-	-	-
Federal Revenues	24,000	2,252	26,252	-		26,252	-	-	-	-
State Revenues	1,137,000	26,845	1,163,845	-		1,163,845	-	-	-	-
Local Revenues	550,000	-	550,000	-		550,000	-	-	-	-
<b>Total Revenues</b>	<b>1,840,000</b>	<b>29,097</b>	<b>1,869,097</b>	-		<b>1,869,097</b>	-	-	-	-
<b>Expenditures</b>										
Certificated Salaries	577,284	-	577,284	397	a	577,681	-	-	-	-
Classified Salaries	424,862	-	424,862	191,612	b	616,474	-	-	-	-
Benefits	192,835	26,845	219,680	41,296	c	260,976	-	-	-	-
Books & Supplies	310,852	147,123	457,975	10,471	d	468,446	-	-	-	-
Services	159,128	8,263	167,391	14,846	e	182,237	-	-	-	-
Capital Outlay	-	367,000	367,000	-		367,000	-	-	-	-
Other Outgo	-	-	-	-		-	-	-	-	-
Indirect Costs	-	-	-	-		-	-	-	-	-
<b>Total Expenditures</b>	<b>1,664,961</b>	<b>549,231</b>	<b>2,214,192</b>	<b>258,622</b>		<b>2,472,814</b>	-	-	-	-
<b>Surplus (Deficit)</b>	<b>175,039</b>		<b>(345,095)</b>	<b>(258,622)</b>		<b>(603,717)</b>		-		-
<b>Transfers In (Out)</b>	-	-	-	-		-	-	-	-	-
<b>Ending Fund Balance</b>	<b>1,870,641</b>	<b>120,854</b>	<b>1,991,495</b>	<b>(258,622)</b>		<b>1,732,873</b>	<b>603,717</b>	<b>2,336,590</b>	-	<b>2,336,590</b>
<b>Components of Ending Fund Balance</b>										
Revolving Cash	-	-	-	-		-	-	-	-	-
Restricted Balances	1,940,777		1,025,727	-		1,408,093	-	-	-	-
Committed							-	-	-	-
Assigned		-		-			-	-	-	-
Resv for Ec Unc	(70,136)	1,035,904	965,768	-		324,780	-	-	-	-
<b>Ending Fund Balance</b>	<b>1,870,641</b>	<b>120,854</b>	<b>1,991,495</b>	-		<b>1,732,873</b>	-	-	-	-

397 a to post increase due to actuals

191,612 b to post increase for Adult Ed Block Grant Childcare ; Adult Ed Parent Ed; hourly costs

41,296 c to post increase due to actuals

10,471 d to increase budget for Childcare outdoor equipment

14,846 e to increase budget for architectural fee

## 2018-19 Budget Revisions - Child Development Fund 12

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	<b>4,345</b>	103,935	<b>108,280</b>	-		<b>108,280</b>	-	<b>108,280</b>		<b>108,280</b>
<b>Revenues</b>										
LCFF	-	-	-	-						
Federal Revenues	-	-	-	-						
State Revenues	99,000	17,355	116,355	-		116,355	-	-	-	-
Local Revenues	430,000	-	430,000	-		430,000	-	-	-	-
<b>Total Revenues</b>	<b>529,000</b>	<b>17,355</b>	<b>546,355</b>	-		<b>546,355</b>	-	-	-	-
<b>Expenditures</b>										
Certificated Salaries	60,171	-	60,171	-		60,171	-	-	-	-
Classified Salaries	266,506	-	266,506	-		266,506	-	-	-	-
Benefits	96,130	3,020	99,150	-		99,150	-	-	-	-
Books & Supplies	17,000	-	17,000	-		17,000	-	-	-	-
Services	14,000	-	14,000	-		14,000	-	-	-	-
Capital Outlay	10,000	-	10,000	-		10,000	-	-	-	-
Other Outgo	-	-	-	-		-	-	-	-	-
Indirect Costs	21,672	-	21,672	-		21,672	-	-	-	-
<b>Total Expenditures</b>	<b>485,479</b>	<b>3,020</b>	<b>488,499</b>	-		<b>488,499</b>	-	-	-	-
<b>Surplus (Deficit)</b>	<b>43,521</b>	<b>14,335</b>	<b>57,856</b>	-		<b>57,856</b>		-		-
<b>Transfers In (Out)</b>	-	-	-	-					-	-
<b>Ending Fund Balance</b>	<b>47,866</b>	<b>118,270</b>	<b>166,136</b>	-		<b>166,136</b>	-	<b>108,280</b>	-	<b>108,280</b>

<b>Components of Ending Fund Balance</b>										
Revolving Cash		-	-	-		-		-	-	-
Restricted Balances		-	-	-		-		-	-	-
Committed									-	
Assigned									-	
Resv for Ec Unc	47,866	118,270	166,136	-		166,136		-	-	-
<b>Ending Fund Balance</b>	<b>47,866</b>	<b>118,270</b>	<b>166,136</b>	-		<b>166,136</b>	-	-	-	-

- No budget revisions

## 2018-19 Budget Revisions - Cafeteria Fund 13

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	<b>10,506</b>	3,259	<b>13,765</b>	-		<b>13,765</b>	-	<b>13,765</b>		<b>13,765</b>
<b>Revenues</b>										
LCFF		-		-						
Federal Revenues	180,000	-	180,000	-		180,000	-	-	-	-
State Revenues	28,326	-	28,326	-		28,326	-	-	-	-
Local Revenues	390,000	-	390,000	-		390,000	-	-	-	-
<b>Total Revenues</b>	<b>598,326</b>	-	<b>598,326</b>	-		<b>598,326</b>	-	-	-	-
<b>Expenditures</b>										
Certificated Salaries		-		-			-		-	
Classified Salaries	284,138	-	284,138	(3,325) a		280,813	-	-	-	-
Benefits	76,249	-	76,249	11,023 b		87,272	-	-	-	-
Supplies	283,325	-	283,325	(200) c		283,125	-	-	-	-
Services	14,225	-	14,225	200 d		14,425	-	-	-	-
Capital Outlay		-		-		-	-		-	
Other Outgo	-	-		-		-	-		-	
Indirect Costs	-	-		-		-	-		-	
<b>Total Expenditures</b>	<b>657,937</b>	-	<b>657,937</b>	<b>7,698</b>		<b>665,635</b>	-	-	-	-
<b>Surplus (Deficit)</b>	<b>(59,611)</b>		<b>(59,611)</b>			<b>(67,309)</b>		-		-
<b>Transfers In (Out)</b>	59,611	-	59,611	7,698 e		67,309	(67,309)	-	-	-
<b>Ending Fund Balance</b>	<b>10,506</b>	<b>3,259</b>	<b>13,765</b>	-		<b>13,765</b>	-	<b>13,765</b>	-	<b>13,765</b>

<b>Components of Ending Fund Balance</b>										
ε Stores-Rev Cash	9,954	(9,954)	-	-		-	-	-	-	-
† Restricted Balances	-	13,213	13,213			13,213				
c Committed			-							
c Assigned	552		552			552				
ε Resv for Ec Unc										
<b>Ending Fund Balance</b>	<b>10,506</b>	<b>3,259</b>	<b>13,765</b>	-		<b>13,765</b>	<b>(13,765)</b>	-	-	-

(3,325) a to post decrease based on actuals

11,023 b to post increase based on actuals

(200) c transfer between object codes

200 d transfer between object codes

7,698 e to post increase from General Fund to Cafeteria

## 2018-19 Budget Revisions - Deferred Maintenance Fund 14

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	<b>9,668</b>	16,372	<b>26,040</b>	-		<b>26,040</b>	-	<b>26,040</b>		<b>26,040</b>
<b>Revenues</b>										
LCFF	93,372	-	93,372	-		93,372				
Federal Revenues		-		-						
State Revenues	-	-	-	-		-	-	-	-	-
Local Revenues	1,000	-	1,000	-		1,000	-	-	-	-
<b>Total Revenues</b>	<b>94,372</b>	-	<b>94,372</b>	-		<b>94,372</b>	-	-	-	-
<b>Expenditures</b>										
Certificated Salaries		-		-						
Classified Salaries		-		-						
Benefits		-		-						
Supplies	20,000	(9,000)	11,000	-		11,000	-	-	-	-
Services	70,000	22,700	92,700	-		92,700	-	-	-	-
Capital Outlay	-	-		-			-			
Other Outgo	-	-		-						
Indirect Costs	-	-		-						
<b>Total Expenditures</b>	<b>90,000</b>	<b>13,700</b>	<b>103,700</b>	-		<b>103,700</b>	-	-	-	-
<b>Surplus (Deficit)</b>	<b>4,372</b>		<b>(9,328)</b>			<b>(9,328)</b>		-		-
<b>Transfers In (out)</b>	-	-	-	-		-	-	-	-	-
<b>Ending Fund Balance</b>	<b>14,040</b>	<b>2,672</b>	<b>16,712</b>	-		<b>16,712</b>	-	<b>26,040</b>		<b>26,040</b>

<b>Components of Ending Fund Balance</b>										
Revolving Cash	-	-	-	-		-	-	-	-	-
Restricted Balances		-	-	-		-	-	-	-	-
Committed							-		-	
Assigned	14,040	2,672	16,712	-		16,712		-		
Resv for Ec Unc		-		-			-			
<b>Ending Fund Balance</b>	<b>14,040</b>	<b>2,672</b>	<b>16,712</b>	-		<b>16,712</b>	-	-		-

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No budget revisions

## 2018-19 Budget Revisions - Post Emp Benefits Fund 20

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	4,678	1,182	5,860	0		5,860		5,860		5,860
<b>Revenues</b>										
LCFF	-	-	-	-						
Federal Revenues	-	-	-	-						
State Revenues	-	-	-	-						
Local Revenues	25	-	25	-		25		-		-
<b>Total Revenues</b>	<b>25</b>	<b>-</b>	<b>25</b>	<b>-</b>		<b>25</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenditures</b>										
Certificated Salaries	-	-	-	-						
Classified Salaries	-	-	-	-						
Benefits	-	-	-	-						
Books & Supplies	-	-	-	-						
Services	-	-	-	-						
Capital Outlay	-	-	-	-						
Other Outgo	-	-	-	-						
Indirect Costs	-	-	-	-						
<b>Total Expenditures</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Deficit)</b>	<b>25</b>		<b>25</b>			<b>25</b>		<b>-</b>		<b>-</b>
<b>Transfers In (Out)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>
<b>Ending Fund Balance</b>	<b>4,703</b>	<b>1,182</b>	<b>5,885</b>	<b>-</b>		<b>5,885</b>	<b>-</b>	<b>5,860</b>		<b>5,860</b>

<b>Components of Ending Fund Balance</b>										
Revolving Cash		-		-						
Restricted Balances				-						
Committed	4,703		5,885	-		5,885				
Assigned	-	-	-	-		-	-	-		-
Resv for Ec Unc		-		-						
<b>Ending Fund Balance</b>	<b>4,703</b>	<b>1,182</b>	<b>5,885</b>	<b>-</b>		<b>5,885</b>	<b>-</b>	<b>-</b>		<b>-</b>

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no budget revisions necessary

## 2018-19 Budget Revisions - Building Fund 21

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	<b>1,014,280</b>	490,029	<b>1,504,309</b>	-		<b>1,504,309</b>	-	<b>1,504,309</b>		<b>1,504,309</b>
<b>Revenues</b>										
LCFF	-	-	-	-						
Federal Revenues	-	-	-	-						
State Revenues	-	-	-	-						
Local Revenues	5,000	-	5,000	-		5,000	-	-		-
<b>Total Revenues</b>	<b>5,000</b>	-	<b>5,000</b>	-		<b>5,000</b>	-	-	-	-
<b>Expenditures</b>										
Certificated Salaries	-	-	-	-						
Classified Salaries	-	-	-	-						
Benefits	-	-	-	-						
Supplies	450,000	195,773	645,773	-		645,773	-	-		-
Services	100,000	69,285	169,285	-		169,285	-	-		-
Capital Outlay	100,000	-	100,000	-		100,000	-	-		-
Other Outgo	-	-	-	-		-	-	-		-
Indirect Costs	-	-	-	-		-	-	-		-
<b>Total Expenditures</b>	<b>650,000</b>	<b>265,058</b>	<b>915,058</b>	-		<b>915,058</b>	-	-	-	-
<b>Surplus (Deficit)</b>	<b>(645,000)</b>		<b>(910,058)</b>			<b>(910,058)</b>		-		-
<b>Transfers In (Out)</b>	-	-	-	-		-	-	-	-	-
<b>Ending Fund Balance</b>	<b>369,280</b>	<b>224,971</b>	<b>594,251</b>	-		<b>594,251</b>	-	<b>1,504,309</b>		<b>1,504,309</b>

<b>Components of Ending Fund Balance</b>										
Revolving Cash		-								
Restricted Balances	369,280		594,251			594,251				
Committed										
Assigned	-	-	-	-		-	-	-		-
Resv for Ec Unc		-		-		-	-			
<b>Ending Fund Balance</b>	<b>369,280</b>	<b>224,971</b>	<b>594,251</b>	-		<b>594,251</b>	-	-		-

- no budget revisions necessary



## 2018-19 Budget Revisions - Capital Projects Fund 40

	Original Budget	Rev #1 Changes	Revised Budget	Rev #2 Changes		Prelim First Interim	Rev #3 Changes	First Interim	Rev #4 Changes	Second Interim
<b>Beginning Balance</b>	<b>42,678</b>	333,419	<b>376,097</b>	(365,461)		<b>10,636</b>		<b>376,097</b>		<b>376,097</b>
<b>Revenues</b>										
LCFF	-	-	-	-		-	-	-	-	-
Federal Revenues	-	-	-	-		-	-	-	-	-
State Revenues	-	-	-	-		-	-	-	-	-
Local Revenues	215,000	5,770	220,770	-		220,770	-	-	-	-
<b>Total Revenues</b>	<b>215,000</b>	<b>5,770</b>	<b>220,770</b>	<b>-</b>		<b>220,770</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenditures</b>										
Certificated Salaries	-	-	-	-		-	-	-	-	-
Classified Salaries	-	-	-	-		-	-	-	-	-
Benefits	-	-	-	-		-	-	-	-	-
Supplies	655	-	655	25,000	a	25,655	-	-	-	-
Services	64,654	25,000	89,654	(50,000)	b	39,654	-	-	-	-
Capital Outlay	32,654	-	32,654	(32,654)	c	-	-	-	-	-
Other Outgo	117,037	-	117,037	-		117,037	-	-	-	-
Indirect Costs	-	-	-	-		-	-	-	-	-
<b>Total Expenditures</b>	<b>215,000</b>	<b>25,000</b>	<b>240,000</b>	<b>(57,654)</b>		<b>182,346</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Surplus (Deficit)</b>	<b>-</b>		<b>(19,230)</b>	<b>57,654</b>		<b>38,424</b>		<b>-</b>		<b>-</b>
<b>Transfers In (Out)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>117,024</b>	d	<b>117,024</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Ending Fund Balance</b>	<b>42,678</b>	<b>314,189</b>	<b>356,867</b>	<b>(190,783)</b>		<b>166,084</b>	<b>-</b>	<b>376,097</b>	<b>-</b>	<b>376,097</b>

<b>Components of Ending Fund Balance</b>										
Revolving Cash		-	-	-		-	-	-	-	-
Restricted Balances										
Committed										
Assigned	42,678	314,189	356,867	(190,783)		166,084	-	-	-	-
Resv for Ec Unc		-	-	-		-	-	-	-	-
<b>Ending Fund Balance</b>	<b>42,678</b>	<b>314,189</b>	<b>356,867</b>	<b>(190,783)</b>		<b>166,084</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

**25,000** a to increase budget for pool chemicals

**(50,000)** b to decrease budget for pool chemicals between objects and preserve Fund Balance

**(32,654)** c to decrease budget to reflect actual Capital Outlay needs and preserve Fund Balance

**117,024** d to increase Transfer-In based on Board's directive of a transfer from the General Fund (50% of the unspent discretionary funds).

**SUBJECT:** Water Polo Team at Pacific Grove High School

**PERSON(S) RESPONSIBLE:** Matt Bell, Pacific Grove High School Principal;  
Todd Buller, Athletic Director

**RECOMMENDATION:**

The District Administration recommends that the Board review the information regarding adding Water Polo teams at Pacific Grove High School and provide direction to Administration.

**BACKGROUND:**

The Pacific Grove High School sports program has the following sports offered:

Pacific Grove High School Enrollment: 615 - 330 males, 285 females; in sports - 177 males, 136 females

Sport	Season	Gender	Levels
Football	Fall	Male	2
Volleyball	Fall	Female	2
Cross Country	Fall	Male and Female	2 in each gender
Tennis	Fall	Male and Female	1 in each gender
Golf	Fall	Male and Female	1 in each gender
Cheerleading	All 3	Male and Female	1 school team
Dance	All 3	Male and Female	1 school team
Basketball	Winter	Male and Female	3 in male, 2 in female
Soccer	Winter	Male and Female	1 in male, 2 in female
Wrestling	Winter	Male and Female	1 in each gender
Softball	Spring	Female	2
Baseball	Spring	Male	2
Track	Spring	Male and Female	2 in each gender
Lacrosse	Spring	Male and Female	1 school team
Swimming	Spring	Male and Female	1 male, 2 female

When there is interest in starting a new sports team, the usual protocol is to meet with students who are interested, find availability of being part of a league, secure funding for coaching and equipment, and availability of facility. Also taken into consideration is the season and number of sports being played that season as well as the ongoing sustainability of the sport.

Lacrosse was the most recently added sport in 2005. It became a club-sponsored sport for the first year and played other schools in non-league games. There was no funding given for coaching stipends nor for equipment. In year two, a single coaching stipend was given as there were not enough players for a JV. Equipment was funded through Breakers Club and fundraising.

**INFORMATION:**

Recently, there has been interest in starting three new sports at Pacific Grove High School: ultimate frisbee, girls lacrosse, which is a separate sport from boys lacrosse, and girls water polo. Girls lacrosse followed the standard protocol and began a club in the 2017-18 school year. Approximately 10 girls came for practice but the interest waned and only 3 stayed with the program.

Approximately 20 girls approached Athletic Director Todd Buller this year to begin a girls water polo team. Water polo is a fall sport. No boys have approached him to date. A number have indicated that they

only put their name on the list because they would like to see water polo at Pacific Grove High School, but were not genuinely interested in playing themselves. Athletic Director Buller will be putting out a survey in the next few weeks to assess the water polo interest, as well as other sports interests on a school-wide level.

Adding water polo, or any other sport, raises two major concerns that would need to be addressed: funding for the coaches, equipment, Central Coast Section and California Interscholastic Federation fees, and officials; and the draw of participants from other sports.

### **FISCAL IMPACT:**

If a water polo team were added, and no additional funding were received, then one or more coaches, depending on the number of participants would have to be moved from other sports. If the Board approved additional stipends, then likely, one coach would be needed initially and potentially two in the second year. The approximate cost for a first year Water Polo Coach is recommended at \$3,453 (\$2,891 stipend plus salary-driven costs) and is comparable to current Tier II sports listed in the Pacific Grove Teachers Association Bargaining Agreement. Equipment, fees and officials funding would come out of funding generated by ticket sales at football, basketball and volleyball games, Breaker Club donations, and fundraising.

**SUBJECT:** Update to Board Policy and Regulation 5145.12 Search and Seizure, and Regulation 5146 Electronic Signaling or Imaging Devices

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the update to Board Policy and Regulation 5145.12 Search and Seizure, and Regulation 5146 Electronic Signaling or Imaging Devices.

**INFORMATION:**

The updates to Board Policy and Regulation 5145.12 and Regulation 5146 were recommended by legal counsel related to student cell phone/electronic device searches.

Board Policy 5145.12

- Added a reference to Regulation 5145.12 to direct District personnel to the proper authority and guidance on search procedures.
- Added Penal Code section 1546.1 to the legal references, and updated the reference to a 9<sup>th</sup> Circuit case which has since been heard in the Supreme Court.

Regulation 5145.12

- Added procedure and guidance for District personnel who wish to search a student's electronic device in compliance with SB 178.

Regulation 5146

- Added a reference to Education Code section 48901.5(b) to clarify the District's source of authority.
- Removed search guidance that was outdated under SB 178; replaced it with a reference to the procedures in AR 5145.12 to centralize guidance on search procedures there.

**FISCAL IMPACT:**

None.

## SEARCH AND SEIZURE

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3515 - Campus Security)  
(cf. 3515.3 - District Police/Security Department)  
(cf. 5131 - Conduct)  
(cf. 5131.7 - Weapons and Dangerous Instruments)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331 - Staff Development)

### Individual Searches

School officials may search any individual student, his/her property, or district property under his/her control when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

Cellular phones or other electronic communication devices may be searched with consent from the student or in any other manner consistent with [the law, the procedures and instructions in Administrative Regulation 5145.12 – Search and Seizure, and Penal Code section 1546.1.](#)

Any search of a student, his/her property, or district property under his/her control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials is/are reasonably related to the contraband

Students

Policy #5145.12

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**SEARCH AND SEIZURE**

to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

**Searches of Multiple Student Lockers/Desks**

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned, and not of the District, for purposes of further searches, if any.

**Use of Metal Detectors**

The Board believes the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also believes that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors at district schools as necessary to help provide a safe learning environment. He/she shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

**Use of Contraband Detection Dogs**

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy.

The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without their consent.

Legal Reference:

**EDUCATION CODE**

32280-32289 School safety plans

35160 Authority of governing boards

Students

Policy #5145.12

## SEARCH AND SEIZURE

35160.1 Broad authority of school districts  
48900-48927 Suspension and expulsion  
49050-49051 Searches by school employees  
49330-49335 Injurious objects

## PENAL CODE

626.9 Firearms  
626.10 Dirks, daggers, knives or razors  
[1546.1 Electronic Communications Privacy Act](#)

## CALIFORNIA CONSTITUTION

Article I, Section 28(f) Right to Safe Schools

## COURT DECISIONS

[Safford Unified Sch. Dist. No. 1 v. Redding, \(2009\) 557 U.S. 364](#)~~Redding v. Safford Unified School District, (9th Cir. 2008) 531 F.3d 1071~~  
B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260  
Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313  
O'Connor v. Ortega, (1987) 480 U.S. 709  
New Jersey v. T.L.O., (1985) 469 U.S. 325  
Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470  
Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

## ATTORNEY GENERAL OPINIONS

83 Ops.Cal.Atty.Gen. 257 (2001)  
75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

## NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999

## WEBSITES

CSBA: <http://www.csba.org>  
California Attorney General's Office: <http://caag.state.ca.us>  
California Department of Education, Safe Schools: <http://www.cde.ca.gov/lr/ss>  
National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

## SEARCH AND SEIZURE

The Governing Board is fully committed to promoting a safe learning environment and, to the extent possible, eliminating the possession and use of weapons, illegal drugs, and other controlled substances by students on school premises and at school activities. As necessary to protect the health and welfare of students and staff, school officials may search students, their property, and/or district property under their control and may seize illegal, unsafe, or otherwise prohibited items.

(cf. 0450 - Comprehensive Safety Plan)  
(cf. 3515 - Campus Security)  
(cf. 3515.3 - District Police/Security Department)  
(cf. 5131 - Conduct)  
(cf. 5131.7 - Weapons and Dangerous Instruments)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

The Board urges that employees exercise discretion and good judgment. When conducting a search or seizure, employees shall act in accordance with law, Board policy, and administrative regulation.

(cf. 0410 - Nondiscrimination in District Programs and Activities)  
(cf. 1312.1 - Complaints Concerning District Employees)  
(cf. 5145.3 - Nondiscrimination/Harassment)

The Superintendent or designee shall ensure that staff who conduct student searches receive training regarding the requirements of the district's policy and administrative regulation and other legal issues, as appropriate.

(cf. 4131 - Staff Development)  
(cf. 4231 - Staff Development)  
(cf. 4331- Staff Development)

### Individual Searches

School officials may search any individual student, his/her property, or district property under his/her control when there is a reasonable suspicion that the search will uncover evidence that he/she is violating the law, Board policy, administrative regulation, or other rules of the district or the school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. The types of student property that may be searched by school officials include, but are not limited to, lockers, desks, purses, backpacks, and student vehicles parked on district property.

Cellular phones or other electronic communication devices may be searched with consent from the student or in any other manner consistent with the procedures and instructions in Administrative Regulation 5145.12 – Search and Seizure, and Penal Code section 1546.1.

Any search of a student, his/her property, or district property under his/her control shall be limited in scope and designed to produce evidence related to the alleged violation. Factors to be considered by school officials when determining the scope of the search shall include the danger to the health or safety of students or staff, such as the possession of weapons, drugs, or other dangerous instruments, and whether the item(s) to be searched by school officials is/are reasonably related to the contraband



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**SEARCH AND SEIZURE**

to be found. In addition, school officials shall consider the intrusiveness of the search in light of the student's age, gender, and the nature of the alleged violation.

Employees shall not conduct strip searches or body cavity searches of any student. (Education Code 49050)

Searches of individual students shall be conducted in the presence of at least two district employees.

The principal or designee shall notify the parent/guardian of a student subjected to an individualized search as soon as possible after the search.

(cf. 5145.11 - Questioning and Apprehension by Law Enforcement)

**Searches of Multiple Student Lockers/Desks**

All student lockers and desks are the property of the district. The principal or designee may conduct a general inspection of school properties that are within the control of students, such as lockers and desks, on a regular, announced basis, with students standing by their assigned lockers or desks. Any items contained in a locker or desk shall be considered to be the property of the student to whom the locker or desk was assigned, and not of the District, for purposes of further searches, if any.

**Use of Metal Detectors**

The Board believes the presence of weapons in the schools threatens the district's ability to provide the safe and orderly learning environment to which district students and staff are entitled. The Board also believes that metal detector searches offer a reasonable means to keep weapons out of the schools and mitigate the fears of students and staff.

The Superintendent or designee shall use metal detectors at district schools as necessary to help provide a safe learning environment. He/she shall establish a plan to ensure that metal detector searches are conducted in a uniform and consistent manner.

**Use of Contraband Detection Dogs**

In an effort to keep the schools free of dangerous contraband, the district may use specially trained, nonaggressive dogs to sniff out and alert staff to the presence of substances prohibited by law or Board policy.

The dogs may sniff the air around lockers, desks, or vehicles on district property or at district-sponsored events. Dogs shall not sniff within the close proximity of students or other persons and may not sniff any personal items on those persons without their consent.

Legal Reference:

**EDUCATION CODE**

32280-32289 School safety plans

35160 Authority of governing boards

Students

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## **SEARCH AND SEIZURE**

35160.1 Broad authority of school districts  
48900-48927 Suspension and expulsion  
49050-49051 Searches by school employees  
49330-49335 Injurious objects

### **PENAL CODE**

626.9 Firearms  
626.10 Dirks, daggers, knives or razors  
1546.1 Electronic Communications Privacy Act

### **CALIFORNIA CONSTITUTION**

Article I, Section 28(f) Right to Safe Schools

### **COURT DECISIONS**

Safford Unified Sch. Dist. No. 1 v. Redding, (2009) 557 U.S. 364  
B.C. v. Plumas, (9th Cir. 1999) 192 F.3d 1260  
Jennings v. Joshua Independent School District, (5th Cir. 1989) 877 F.2d 313  
O'Connor v. Ortega, (1987) 480 U.S. 709  
New Jersey v. T.L.O., (1985) 469 U.S. 325  
Horton v. Goose Creek Independent School District, (5th Cir. 1982) 690 F.2d 470  
Zamora v. Pomeroy, (10th Cir. 1981) 639 F.2d 662

### **ATTORNEY GENERAL OPINIONS**

83 Ops.Cal.Atty.Gen. 257 (2001)  
75 Ops.Cal.Atty.Gen. 155 (1992)

Management Resources:

### **NATIONAL INSTITUTE OF JUSTICE PUBLICATIONS**

The Appropriate and Effective Use of Security Technologies in U.S. Schools: A Guide for Schools and Law Enforcement Agencies, 1999

### **WEBSITES**

CSBA: <http://www.csba.org>  
California Attorney General's Office: <http://caag.state.ca.us>  
California Department of Education, Safe Schools: <http://www.cde.ca.gov/ls/ss>  
National Institute of Justice: <http://www.ojp.usdoj.gov/nij>

Students

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## SEARCH AND SEIZURE

### Use of Metal Detectors

The Superintendent or designee shall ensure that the following safeguards are used when making metal detector scans:

1. Before walk-through, students shall be asked to empty their pockets and belongings of metallic objects.
2. If an initial metal detector activation occurs, students shall be asked to remove other metallic objects that they may be wearing (e.g., belt and jewelry) and to walk through a second time.
3. If a second activation occurs, a hand-held metal detector shall be used.
4. If the activation is not eliminated or explained, staff shall escort the student to a private area where an expanded search shall be conducted by a staff member of the same gender as the student in the presence of another district employee.
5. The search shall be limited to the detection of the cause of the activation.

### Use of Contraband Detection Dogs

Contraband detection dogs shall not be used in classrooms or other district facilities when the rooms are occupied, except for demonstration purposes with the handler present. When used for demonstration purposes, the dog shall be separated from the students and not allowed to sniff any individual.

Prior to conducting an inspection, students shall be asked to leave the room that will be subject to the canine sniff. No student shall be forced to leave personal items behind for inspection, unless school officials have reasonable suspicion to search the item.

Only the dog's official handler shall determine what constitutes an alert by the dog. If the dog alerts on a particular item or place, the student having the use of that item or place, or responsibility for it, shall be called to witness the inspection. If a dog alerts on a locked vehicle, the student who brought the vehicle onto district property shall be asked to unlock it for inspection.

(cf. 5131.6 - Alcohol and Other Drugs)

(cf. 5144.1 - Suspension and Expulsion/Due Process)

### Notifications

At the beginning of each school year and upon enrollment, the Superintendent or designee shall inform students and parents/guardians about the district's policies and procedures for searches, including notice regarding:

1. The possibility of random searches of students, their belongings, their vehicles parked on

Students

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**SEARCH AND SEIZURE**

district property, and district properties under a student's control, including lockers or desks

2. The district's contraband dog detection program
3. The use of metal detector scans

In addition, the Superintendent or designee shall ensure that signs are posted at all schools at which metal detectors are to be used to explain that anyone may be scanned by metal detectors for guns, knives, or other illegal weapons when on campus or attending athletic or extracurricular events.

Search of Student Cell Phones and Electronic Devices

School officials who wish to search a student's phone/electronic device must adhere to the general rules for individual searches discussed in Board Policy 5145.12. In addition to the general individual search rules, officials wishing to search student electronic devices **should** follow the following procedures:

1. Student Consent: request the student to submit to a search of their electronic device (Pen. Code § 1546.1(a)(3))
2. Parent/Guardian Consent: if the student does not consent, request parent/guardian consent.
3. Emergency Exception: if the search is desired because of a good faith belief that is necessary to prevent a present emergency and risk of death or serious physical injury to any person, the search may be conducted without consent. **The emergency exception** does not apply to a search necessary to find evidence of past wrongs, even if those past wrongs resulted in death or serious physical injury.
4. Non-Emergency Situations: if a student's conduct does not fall under the emergency exception, or otherwise constitute a serious act of wrongdoing, and consent has not been granted:
  - a. Consider whether alternative sources will suffice, and
  - b. If proprietary of search is in question, contact the Superintendent's office.
5. Temporary Possession of Electronic Device by Administrators:
  - a. Administrators may hold on to a student electronic device while an investigation is presently occurring to prevent tampering with other student witnesses **or the destruction of evidence.**
  - b. Holding on to a student's electronic device while awaiting confirmation from the Superintendent's office on whether a search without consent is appropriate.
  - c. Holding on to a student's electronic device while waiting for law enforcement personnel to arrive is appropriate.

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## SEARCH AND SEIZURE

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(cf. 5131.6 - Alcohol and Other Drugs)  
(cf. 5144.1 - Suspension and Expulsion/Due Process)

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2. The district's contraband dog detection program
3. The use of metal detector scans

In addition, the Superintendent or designee shall ensure that signs are posted at all schools at which metal detectors are to be used to explain that anyone may be scanned by metal detectors for guns, knives, or other illegal weapons when on campus or attending athletic or extracurricular events.

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  - a. Consider whether alternative sources will suffice, and
  - b. If propriety of search is in question, contact the Superintendent's office.
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  - b. Holding on to a student's electronic device while awaiting confirmation from the Superintendent's office on whether a search without consent is appropriate.
  - c. Holding on to a student's electronic device while waiting for law enforcement personnel to arrive is appropriate.

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Electronic Signaling or Imaging Devices Policy and Regulations 5146

An electronic signaling or imaging device shall be defined collectively as a cell phone, pager, cellular/digital media player, camera, and/or a tablet.

Prohibited Use of Electronic Signaling or Imaging Devices Generally

Pursuant to Education Code section 48901.5(b), which permits a school district to regulate the use of any electronic signaling device that operates through the use of radio waves, Students are prohibited from using personal electronic devices in such a manner that disrupts the educational program or school activity or which are used for illegal or unethical activities such as cheating on assignments or tests. In addition, no such equipment may be used in any manner which invades another's privacy, exposes another to ridicule, shame, or embarrassment.

No cameras, cell phones containing devices to capture digital images and/or take photographs, or any similar image capturing technology ("equipment") may be used at any time in any classroom, bathroom, gym, locker room, dressing area or other area where students or staff may be engaged in personal hygiene activities, changing clothes or otherwise have a reasonable expectation of privacy. In addition, no such equipment may be used in any manner which invades another's privacy, places another in a false light, is used to cheat on tests or other assignments, exposes another to ridicule, shame or embarrassment, is used in any manner which is substantially or materially disruptive, or which a reasonably prudent person would deem to be inappropriate.

No student shall record sound or video in a classroom without the advanced approval by the school site principal and the classroom teacher.

Use of Electronic Signaling or Imaging Devices Generally

The Board recognizes the increasing value of incorporating devices into certain lessons at school. The abilities of smartphones, tablets, and other such devices rival that of a computer and can greatly enhance student learning. Furthermore, as digital textbooks and supplementary materials become common, grades and homework assignments are posted online, and video lessons are utilized more frequently, the general educational usefulness of these devices will only increase. In such cases where these devices are utilized in the classroom, such use will be strictly in relation to the educational purpose in mind and done only with express permission of the teacher.

Elementary School

Except with prior consent for health reasons, electronic signaling or imaging devices must be turned off and put away throughout the school day. Students may not carry personal devices with them on campus during the school day without express permission from the principal. Devices are not to be used during the school day for phone calls. Phones are located in each

## Pacific Grove Unified School District

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classroom which the student may request to use. On those days when a particular lesson or project would be enhanced with such devices, the teacher will notify the parents and students are allowed to bring their device to school. These devices will be collected and stored by the teacher on that day. Devices will be used only during the time frame of the particular lesson/project and returned to the student at the end of the day.

Middle School

Except with prior consent for health reasons, students are not to carry an electronic signaling or imaging device during school hours, except to place or retrieve them from their locker prior to attending their first class of the day or when leaving school, unless the student has the express permission from the principal or designee to carry the device.

Students may use their electronic signaling or imaging device only before and after school, and only outside the buildings except in circumstances as outlined under Use of Electronic Signaling or Imaging Devices Generally. Otherwise, electronic signaling or imaging devices must be left in lockers and turned off during the school day.

High School

Except with prior consent for health reasons or express permission from the teacher for educational purposes as outlined in Use of Electronic Signaling or Imaging Devices Generally, electronic signaling or imaging devices are not to be displayed or used during class. Electronic signaling or imaging devices may be used between class, during nutrition break, lunch, and after school.

Electronic signaling or imaging devices must be secured away from the student such as in a locker, backpack or with the teacher, during tests or quizzes.

Students shall not use electronic signaling or imaging devices even in hands-free mode, while driving on school grounds or to and from a school-related activity.

General Discipline for Violation of Cell Phone Guidelines for All Grade-Level Students

If a student violates the limits or restrictions upon use of an electronic signaling or imaging device under District Board policy or administrative regulation, the law, or other rules of the District relating to the use of electronic signaling or imaging devices, then the student will be subject to disciplinary consequences. Such disciplinary consequences may include, but are not limited to, confiscation of the electronic signaling or imaging device, detention, a conference with the student and the student's parent/guardian, suspension, or more severe disciplinary consequences.

For the first infraction, students will be issued a warning when they have violated their school-level rules and their electronic signaling or imaging device will be confiscated. The



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electronic signaling or imaging device will be kept in the central office in a secure location. The electronic signaling or imaging device will be returned to the student at the end of the day.

If a second infraction occurs, the electronic signaling or imaging device will be confiscated and a parent/guardian conference will be held. The parent/guardian of the student who has their electronic signaling or imaging device confiscated shall be notified by the administration. The electronic signaling or imaging device will be returned to the parent/guardian at the conclusion of the conference.

If a third infraction occurs, other disciplinary measures will result, in accordance with Board policy and administrative regulation, the device may be taken away and held by administration for up to a week, and/or possible suspension according to Board Policy Education Code §5144 and 5144.1.

If the student whose electronic signaling or imaging device has been confiscated needs to use the phone to contact a parent/guardian, then he/she may request to use the phone in the school's central office.

Search of Student's Electronic Signaling or Imaging Device for All Grade-Level Students

A student's electronic signaling or imaging device may be searched by District officials in accordance with Administrative Regulation 5145.12. ~~when there is a reasonable suspicion that the search will uncover evidence that the student is violating the law, Board policy, administrative regulation, or other rules of the District or school. Reasonable suspicion shall be based on specific and objective facts that the search will produce evidence related to the alleged violation. Any search of a cell phone should be limited in scope to content that is related to the particular alleged violation.~~

Pacific Grove Unified School District does not accept any responsibility for the loss, damage or theft of an electronic signaling or imaging device.

## **ELECTRONIC SIGNALING OR IMAGING DEVICES**

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### Elementary School

Except with prior consent for health reasons, electronic signaling or imaging devices must be turned off and put away throughout the school day. Students may not carry personal devices with them on campus during the school day without express permission from the principal.

## **ELECTRONIC SIGNALING OR IMAGING DEVICES**

Devices are not to be used during the school day for phone calls. Phones are located in each classroom which the student may request to use. On those days when a particular lesson or project would be enhanced with such devices, the teacher will notify the parents and students are allowed to bring their device to school. These devices will be collected and stored by the teacher on that day. Devices will be used only during the time frame of the particular lesson/project and returned to the student at the end of the day.

### Middle School

Except with prior consent for health reasons, students are not to carry an electronic signaling or imaging device during school hours, except to place or retrieve them from their locker prior to attending their first class of the day or when leaving school, unless the student has the express permission from the principal or designee to carry the device.

Students may use their electronic signaling or imaging device only before and after school, and only outside the buildings except in circumstances as outlined under Use of Electronic Signaling or Imaging Devices Generally. Otherwise, electronic signaling or imaging devices must be left in lockers and turned off during the school day.

### High School

Except with prior consent for health reasons or express permission from the teacher for educational purposes as outlined in Use of Electronic Signaling or Imaging Devices Generally, electronic signaling or imaging devices are not to be displayed or used during class. Electronic signaling or imaging devices may be used between class, during nutrition break, lunch, and after school.

Electronic signaling or imaging devices must be secured away from the student such as in a locker, backpack or with the teacher, during tests or quizzes.

Students shall not use electronic signaling or imaging devices even in hands-free mode, while driving on school grounds or to and from a school-related activity.

### General Discipline for Violation of Cell Phone Guidelines for All Grade-Level Students

If a student violates the limits or restrictions upon use of an electronic signaling or imaging device under District Board policy or administrative regulation, the law, or other rules of the District relating to the use of electronic signaling or imaging devices, then the student will be subject to disciplinary consequences. Such disciplinary consequences may include, but are not limited to, confiscation of the electronic signaling or imaging device, detention, a conference with the student and the student's parent/guardian, suspension, or more severe disciplinary consequences.

## **ELECTRONIC SIGNALING OR IMAGING DEVICES**

For the first infraction, students will be issued a warning when they have violated their school-level rules and their electronic signaling or imaging device will be confiscated. The electronic signaling or imaging device will be kept in the central office in a secure location. The electronic signaling or imaging device will be returned to the student at the end of the day.

If a second infraction occurs, the electronic signaling or imaging device will be confiscated and a parent/guardian conference will be held. The parent/guardian of the student who has their electronic signaling or imaging device confiscated shall be notified by the administration. The electronic signaling or imaging device will be returned to the parent/guardian at the conclusion of the conference.

If a third infraction occurs, other disciplinary measures will result, in accordance with Board policy and administrative regulation, the device may be taken away and held by administration for up to a week, and/or possible suspension according to Board Policy Education Code §5144 and 5144.1.

If the student whose electronic signaling or imaging device has been confiscated needs to use the phone to contact a parent/guardian, then he/she may request to use the phone in the school's central office.

### Search of Student's Electronic Signaling or Imaging Device for All Grade-Level Students

A student's electronic signaling or imaging device may be searched by District officials in accordance with Administrative Regulation 5145.12.

Pacific Grove Unified School District does not accept any responsibility for the loss, damage or theft of an electronic signaling or imaging device.

**SUBJECT:** Board Calendar/Future Meetings

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**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	<b>Regular Board Meeting</b> ✓ 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	<b>Regular Board Meeting</b> ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review	District Office
Sept. 20	<b>Regular Board Meeting</b> ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revised ✓ Williams Uniform Complaint Report	Robert Down (School Site Visit)
Oct. 4	<b>Regular Board Meeting</b> ✓ Superintendent's Goals ✓ Bus Ridership ✓ Week of the School Administrator	District Office
Oct. 25	<b>Regular Board Meeting</b> ✓ Quarterly District Safety Update* ✓ Budget Revision #2 on 2018-19 Working Budget (Preliminary First Interim)	Middle School (School Site Visit)
Nov. 1	<b>Regular Board Meeting</b> ✓ PGHS Course Bulletin Information/Discussion ✓ Review of Enrollment, Class Size and Teacher Ratios	High School (School Site Visit)
Nov. 15	<b>Regular Board Meeting</b> ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	Forest Grove (School Site Visit)
Dec. 13	<b>Organizational Meeting</b> ✓ 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	<b>Regular Board Meeting</b> ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2019-20 ✓ Property Tax Update ✓ Quarterly District Safety Update*	Adult School (School Site Visit)
Jan. 31	<b>Regular Board Meeting</b> ✓	Community High School (School Site Visit)
Feb. 14	<b>Regular Board Meeting</b> ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Mar. 7	<b>Regular Board Meeting</b> ✓ Second Interim Report ✓ Budget Revision #4 ✓ Open House Schedules Reviewed	District Office
Mar. 21	<b>Regular Board Meeting</b> ✓ Budget Projections and Assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Quarterly District Safety Update*	District Office
Apr. 4	<b>Regular Board Meeting</b> ✓ 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	<b>Regular Board Meeting</b> ✓ 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	<b>Regular Board Meeting</b> ✓ Begin Superintendent Evaluation ✓ Final Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Employee Recognition	District Office
May 23	<b>Regular Board Meeting</b> ✓ 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	<b>Regular Board Meeting</b> ✓ LCAP Public Hearing ✓ 2019-20 Budget Public Hearing ✓ Complete Superintendent Evaluation	District Office

June 20	<b>Regular Board Meeting</b> ✓ 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:** Pacific Grove Unified School District Safety Update

**PERSON(S) RESPONSIBLE:** Barbara Martinez, Director of School Safety

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**RECOMMENDATION:**

The District Administration recommends that the Board review and be informed of Pacific Grove Unified School District activities and protocols related to school safety.

**INFORMATION:**

This is a quarterly update to the Board on school safety.

- **Safety Trainings**
  - BIG FIVE/Incident Command System Training
  - Certificated/Classified Staff
  - Community Safety Nights
  - Drills/Sites/District-wide
- **Facilities**
  - Lock Bloks
  - Fencing/Gates
  - Middle School Entry/Office Relocation
  - Site priorities
  - Fire Inspections
- **Communication**
  - Radios/site/district
  - Bright Arrow community notification system
- **Safety Legislation Update**

**SUBJECT:** Review of the Free and Reduced Meals Program

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review the information provided regarding the Free and Reduced Meals program.

**BACKGROUND:**

The District participates in the federal Free and Reduced Meals program which provides school meals to low socio-economic families. There are several ways to qualify for the program. Any families that are receiving either CalFresh or CalWorks benefits will qualify and those students will automatically be enrolled. Foster, homeless, migrant and runaway students will also qualify. Students who are enrolled in MediCal may also be eligible for either free or reduced meals depending on the family's income.

Each month the state database for CALPADS receives updated information from the state concerning families that are eligible for benefits. These families are then notified that they are eligible for the Free and Reduced Meals program.

Parents may also apply for the program and a selected sample are required to verify that their household income meets the threshold requirements of the program. Application forms are available online and in school offices. Forms are accepted through the school year, as families' situations may change. Parents need to reapply for each new school year.

**INFORMATION:**

The total number of students that qualify for the Free and Reduced Meals program are compared to the District's total enrollment, and the result provides us with a percentage of participation in the program.

In the current year, 2018-19, the District participation rate is 19.1%. This percentage is a slight dip from the prior year, which was 20.0%. This decrease is equivalent to about 32 fewer students participating in the program than in 2017-18, but 43 more students than were participating in 2016-17. The highest participation rate was in 2012-13 which peaked at 20.8%.

The highest participation rate is at Forest Grove with 23% of their students. This is compared to 15% at Robert Down, 20% at the Middle School and 18% at the High School.

Please see attached spreadsheet and chart which shows the current year and historical participation rates going back five years.

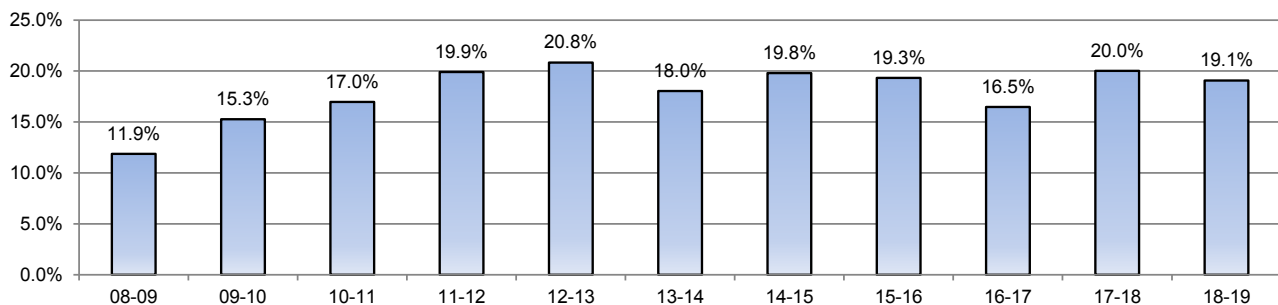
**FISCAL IMPACT:**

This item is for review only.

## Free and Reduced Meals

	2013-14			2014-15			2015-16			2016-17			2017-18			2018-19		
	CBEDS	F&RM	%	CBEDS	F&RM	%	CBEDS	F&RM	%	CBEDS	F&RM	%	CBEDS	F&RM	%	CBEDS	F&RM	%
<b>Forest Grove</b>																		
K/TK	86	25	29%	105	24	23%	104	30	29%	113	18	16%	92	16	17%	90	19	21%
1	68	15	22%	64	22	34%	82	19	23%	73	18	25%	86	25	29%	58	10	17%
2	71	19	27%	69	17	25%	66	25	38%	80	14	18%	66	16	24%	88	22	25%
3	67	16	24%	69	25	36%	70	17	24%	72	16	22%	77	18	23%	64	17	27%
4	89	23	26%	75	19	25%	71	22	31%	68	17	25%	76	22	29%	72	12	17%
5	77	19	25%	78	23	29%	77	18	23%	66	15	23%	66	18	27%	69	21	30%
<b>Total</b>	<b>458</b>	<b>117</b>	<b>26%</b>	<b>460</b>	<b>130</b>	<b>28%</b>	<b>470</b>	<b>131</b>	<b>28%</b>	<b>472</b>	<b>98</b>	<b>21%</b>	<b>463</b>	<b>115</b>	<b>25%</b>	<b>441</b>	<b>101</b>	<b>23%</b>
<b>Robert Down</b>																		
K	70	13	19%	76	11	14%	68	9	13%	87	10	11%	76	6	8%	81	13	16%
1	91	8	9%	72	10	14%	83	15	18%	78	16	21%	90	12	13%	72	7	10%
2	90	16	18%	79	9	11%	79	13	16%	78	11	14%	81	11	14%	88	13	15%
3	72	13	18%	85	15	18%	87	8	9%	73	7	10%	76	11	14%	75	8	11%
4	87	12	14%	72	14	19%	86	15	17%	93	10	11%	73	9	12%	78	16	21%
5	77	9	12%	84	10	12%	69	12	17%	81	10	12%	93	11	12%	64	10	16%
<b>Total</b>	<b>487</b>	<b>71</b>	<b>15%</b>	<b>468</b>	<b>69</b>	<b>15%</b>	<b>472</b>	<b>72</b>	<b>15%</b>	<b>490</b>	<b>64</b>	<b>13%</b>	<b>489</b>	<b>60</b>	<b>12%</b>	<b>458</b>	<b>67</b>	<b>15%</b>
<b>Middle School</b>																		
6	174	35	20%	153	27	18%	188	34	18%	151	23	15%	155	37	24%	174	34	20%
7	162	32	20%	163	32	20%	164	29	18%	186	28	15%	161	30	19%	143	35	24%
8	148	30	20%	156	35	22%	160	29	18%	158	27	17%	184	37	20%	167	26	16%
<b>Total</b>	<b>484</b>	<b>97</b>	<b>20%</b>	<b>472</b>	<b>94</b>	<b>20%</b>	<b>512</b>	<b>92</b>	<b>18%</b>	<b>495</b>	<b>78</b>	<b>16%</b>	<b>500</b>	<b>104</b>	<b>21%</b>	<b>484</b>	<b>95</b>	<b>20%</b>
<b>High School</b>																		
9	153	15	10%	160	37	23%	164	34	21%	170	27	16%	169	31	18%	184	35	19%
10	167	27	16%	151	19	13%	155	37	24%	152	26	17%	170	33	19%	150	30	20%
11	140	18	13%	151	25	17%	147	13	9%	138	26	19%	144	36	25%	148	22	15%
12	135	16	12%	134	21	16%	147	18	12%	142	14	10%	135	27	20%	138	26	19%
<b>Total</b>	<b>595</b>	<b>76</b>	<b>13%</b>	<b>596</b>	<b>102</b>	<b>17%</b>	<b>613</b>	<b>102</b>	<b>17%</b>	<b>602</b>	<b>93</b>	<b>15%</b>	<b>618</b>	<b>127</b>	<b>21%</b>	<b>620</b>	<b>113</b>	<b>18%</b>
<b>CHS</b>																		
9										2	2	100%				1		
10				3	-		2	2		3	4	133%				1	1	100%
11	12	2	17%	6	2	33%	6	2	33%	7	3	43%	10	6	60%	6	2	33%
12	15	7	47%	10	2	20%	10	2	20%	11	1	9%	8	6	75%	13	7	54%
<b>Total</b>	<b>27</b>	<b>9</b>	<b>33%</b>	<b>19</b>	<b>4</b>	<b>21%</b>	<b>18</b>	<b>6</b>	<b>33%</b>	<b>23</b>	<b>10</b>	<b>43%</b>	<b>18</b>	<b>12</b>	<b>67%</b>	<b>21</b>	<b>10</b>	<b>48%</b>
<b>Total</b>	<b>2,051</b>	<b>370</b>	<b>18.0%</b>	<b>2,015</b>	<b>399</b>	<b>19.8%</b>	<b>2,085</b>	<b>403</b>	<b>19.3%</b>	<b>2,082</b>	<b>343</b>	<b>16.5%</b>	<b>2,088</b>	<b>418</b>	<b>20.0%</b>	<b>2,024</b>	<b>386</b>	<b>19.1%</b>
percent change			-2.8%			1.8%			-0.5%			-2.9%			3.5%			-0.9%

Free and Reduced Meals Percentage



**SUBJECT:** California School Employees Association Evaluation Process

**PERSON RESPONSIBLE:** Billie Mankey, Director II, Human Resources

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**RECOMMENDATION:**

The District Administration respectfully recommends the board review, discuss and provide further direction to Administration.

**BACKGROUND AND INFORMATION:**

Upon request and for your information the CSEA employee evaluation contract language and form are provided. This process including the current evaluation form were last negotiated and revised in an agreed upon committee outside of negotiations during the 2006-07 school year.

## ARTICLE IX

## EVALUATION PROCEDURES

A. General Provisions:

1. Evaluations: Constructive criticism and disciplinary problems between classified Employees and supervisors must be discussed at the time the issue is pertinent rather than holding it in abeyance until the time of written evaluation. Written evaluations will be made on the appropriate form (Appendix H).

a. Completion Dates for Evaluation: All regular Employees shall be evaluated by their immediate supervisors with input from the lead classified employee or teacher, on the negotiated form (Appendix H) in accordance with the following schedule:

1) Probationary Employees – at least twice during the nine (9) month probationary period.

2) Promotional Employees – at least twice during the six (6) month probationary period.

3) Permanent Employees – at least once every two (2) years

4) If a transfer is made less than forty (40) working days prior to a regular evaluation, the regular evaluation will be made by the former supervisor.

B. Procedure to be Followed:

1. Involvement of Personnel: Staff members being evaluated shall be given a copy of the evaluation form and procedures page by his/her supervisor at the time he/she is noticed of the evaluation conference. The Employee may complete a self-evaluation of his/her work on the negotiated form (Appendix H) and present it to his/her supervisor during the evaluation conference.

2. Evaluation Conference:

a. Upon receipt of notice that an Employee needs to be evaluated the immediate supervisor shall set in advance an evaluation conference. A notice will be given at least two weeks in advance.

b. During the conference, the supervisor and Employee shall review the goals established for the evaluation period just completed.

c. Performance evaluation reports shall be made on Appendix H evaluation form, and shall be prepared by the Employee's immediate supervisor. Any "requires improvement" or "not satisfactory" portion of a summary evaluation shall require specific

1    been completing the requirements of the classification, in an "Effective–Meets Requirements"  
2    manner as documented in Appendix H for a minimum of the most recent one (1) year period and  
3    has no limitations that would preclude satisfactory performance in the vacant position, as  
4    documented by most recent employee evaluations, then the employee shall be transferred to the  
5    vacancy. If more than one employee is eligible for the transfer then the most qualified  
6    employee, as recommended by the interview committee, shall be given priority.

1 recommendations for improvements and provisions for assisting the Employee in implementing  
2 any recommendations made.

3 d. The immediate supervisor shall present the performance evaluation  
4 report to the Employee and discuss it with him/her. The evaluation form may be signed by the  
5 Employee and he/she shall be given a signed copy. The Employee shall have the right to review  
6 and respond in writing to any comments made prior to review by the administration.

7 e. Performance evaluation reports shall be filed in the Employee's  
8 personnel records and may be available for review in connection with promotional examinations  
9 and disciplinary actions.

10 f. A "Not satisfactory" summary evaluation will be noted in specific  
11 outline details by the immediate supervisor in section F on the prescribed evaluation form.

12 C. Special Evaluations: At any time a supervisor may issue a special evaluation  
13 to an Employee. An employee may also request a special evaluation one (1) time within the two  
14 (2) year evaluation period. Special evaluations shall be made on the prescribed evaluation form  
15 and shall set forth specific reasons for recognition of outstanding or unsatisfactory service by the  
16 Employee. They shall be delivered to the Employee personally by his/her immediate supervisor  
17 whenever practical.

18 D. Not Satisfactory Evaluation Procedure: All personnel evaluations are strictly  
19 confidential and for intra-district use only. Any Employee who received a "Not Satisfactory" or  
20 "Requires Improvement" Summary evaluation for reasons other than those designated in  
21 Education Code 45303, shall be re-evaluated after thirty (30) calendar days. On the basis of  
22 incompetence the Employee shall receive at least two (2) consecutive "Not Satisfactory"  
23 Summary evaluations before suspension, demotion or dismissal occurs. If two (2) or more  
24 unsatisfactory "Not Satisfactory" Summary evaluations are received over a period of two (2)  
25 years, suspension, denial of step increases, demotion or dismissal may be considered.

26 E. Appeals: If the Employee is not satisfied with his/her performance  
27 evaluation and cannot resolve the problems with the supervisor, the Employee may request a  
28 hearing before the Employer's Director of Human Resources. The Employer's Director of Human  
29 Resources, along with an Association representative, shall review all necessary facts in the case  
30 and make appropriate recommendations to the Employee, the supervisor, and if necessary, the  
31 Superintendent. The Employee may file a grievance if any of the above procedures have been  
32 violated.

1 F. Personnel Files: The official personnel files of each classified Employee shall  
2 be maintained in the Human Resources Office. No adverse action of any kind shall be taken  
3 against an Employee based upon materials which are not in the main personnel file.

4 G. Derogatory Material: Employees shall be provided with copies of any  
5 derogatory written materials five (5) working days before it is placed in the Employee's personnel  
6 file on a permanent basis. The Employee shall be given a reasonable opportunity during normal  
7 working hours and without loss of pay to initial and date material and to prepare a written  
8 response or grievance regarding such material. The written response shall be attached to the  
9 derogatory materials.

10 H. Right to Access: An Employee shall have the right to a reasonable amount  
11 of time without loss of pay to examine and/or obtain copies of any material from the Employee's  
12 own personnel file with the exception of material that includes records which were obtained prior  
13 to the employment of the Employee involved. Employee files may be examined by an  
14 Association representative upon written permission by the Employee. (See Article XVII Section 1)



# PGUSD PERFORMANCE EVALUATION REPORT

## Classified Personnel

Employee Name
Classification
If unscheduled report, check here <input type="checkbox"/>

Location	
Employee Status	
Due Date	

Section A				
a	b	c	d	e
NOT SATISFACTORY	REQUIRES IMPROVEMENT	EFFECTIVE - MEETS REQUIREMENTS	EXCEEDS REQUIREMENTS	<b>FACTOR CHECK LIST</b> Immediate Supervisor Must Check Each Factor in the Appropriate Column
<b>QUALITY OF WORK</b>				
				1. Knowledge of Work
				2. Problem Solving
				3. Planning and Organizing
				4. Job Skill Level
<b>WORK ATTITUDE</b>				
				5. Initiative
				6. Goal Oriented
				7. Motivation
				8. Self Reliance
				9. Resourceful
				10. Accepts Responsibility
				11. Accepts Direction
				12. Accepts Change
				13. Effectiveness Under Stress
<b>ATTITUDE TOWARD OTHERS</b>				
				14. Public Contacts
				15. Pupil Contacts
				16. Employee Contacts
Checks in Column (a) must be explained in Section F				

Section B				
a	b	c	d	e
NOT SATISFACTORY	REQUIRES IMPROVEMENT	EFFECTIVE - MEETS REQUIREMENTS	EXCEEDS REQUIREMENTS	<b>FACTOR CHECK LIST</b> Immediate Supervisor Must Check Each Factor in the Appropriate Column
<b>DEPENDABILITY</b>				
				17. Observance of Work Hours
				18. Attendance
				19. Meeting Deadlines
				20. Completes Assigned Tasks
				21. Works Independently
<b>OTHER</b>				
				22. Compliance with Rules
				23. Safety Practices
				24. Appearance of Work Station
				25. Operation/Care of Equipment
<b>FACTORS FOR LEAD EMPLOYEES</b>				
				26. Planning & Organizing
				27. Scheduling & Coordinating
				28. Training & Instructing
				29. Productivity
				30. Evaluating Subordinates
				31. Judgments & Decisions
				32. Leadership
				33. Operational Economy
				34. Supervisory Control
Checks in Column (a) must be explained in Section F				

### Instructions for use of the Performance Evaluation Report Form:

In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the nine month probationary period. Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

Revised: 1/10/06

Original to Human Resources. Copy to Employee

# PERFORMANCE EVALUATION REPORT

Classified Personnel

Page 2

Section C	Record job <b>STRENGTHS</b> & superior performance.
Section D	Record <b>PROGRESS ACHIEVED</b> in attaining previously set goals for improved work performance.
List previously set goals here:	
Section E	Record specific <b>GOALS</b> or improvement programs to be undertaken during the next evaluation period.
Section F	Record specific <b>AREAS FOR GROWTH</b> or job behavior requiring improvement or correction. (Explain checks in column A)
Section G	Record summary of employee's <b>OVERALL JOB PERFORMANCE</b> .
<b>Summary Evaluation – Check Overall Performance</b>	
<input type="checkbox"/> <b>Not Satisfactory</b> <small>(Can only be marked following a "requires improvement" summary evaluation)</small>	<input type="checkbox"/> <b>Requires Improvement</b> <small>(Re-evaluate in 30 days) (Not eligible for promotion/transfer)</small>
<input type="checkbox"/> <b>Effective – Meets Requirements</b> <small>(Eligible for promotion/transfer)</small>	<input type="checkbox"/> <b>Exceeds Requirements</b> <small>(Eligible for promotion/transfer)</small>
PROBATIONARY EMPLOYEE: <input type="checkbox"/> I DO <input type="checkbox"/> I DO NOT    recommend this employee to be granted permanent status.	
<div style="display: flex; justify-content: space-between;"> <span>Evaluator's Signature: _____</span> <span>Date: _____</span> </div>	
Employee: I certify that this report has been discussed with me. I understand my signature does not necessarily indicate agreement. A statement <input type="checkbox"/> is <input type="checkbox"/> is not    appended hereto.	
<div style="display: flex; justify-content: space-between;"> <span>Employee's Signature _____</span> <span>Date: _____</span> </div>	

## Instructions for use: Performance Evaluation Report Form <sup>Appendix H</sup>

In compliance with the CSEA contract, the following guidelines should be followed:

1. Markings and comments shall be typed or written in ink. ALL SIGNATURES shall be in ink.
2. If space for comments is inadequate, similarly dated and signed attachments may be made (either typewritten or in ink).
3. Due dates shall be observed per the contract, and are particularly important for final probationary reports.
4. Probationary Employees shall be evaluated by their immediate supervisor at least twice during the nine month probationary period. Promotional Probationary Employees shall be evaluated by their immediate supervisor at least twice during the six month probationary period.
5. Permanent Employees shall be evaluated by their immediate supervisor at least once every two years.
6. Special Evaluations may be requested by the employee one time within the two year evaluation period. A supervisor may issue a special evaluation at any time.
7. All performance evaluation reports in an employee's personnel file are subject to review by the principal or manager whenever an employee is requesting promotion or transfer.

**Section B:** Mark one column for each factor. Column (e) may be checked when a factor is not considered applicable to a particular job. Each mark in column (a) requires specific explanation in Section F.

**Section C:** May be used to describe outstanding qualities or performances, particularly when marks in Column (d) do not seem adequately descriptive.

**Section D:** Use to record progress or improvements in performance resulting from employee's efforts to reach previously set goals.

**Section E:** Record performance goals for the next evaluation period.

**Section F:** Give specific reasons for marks in Column (a). Explanation of marks in Column (b) are optional. Record here any other specific reasons why the employee should not be recommended for permanent status, or if the employee is already permanent, any specific reasons for required improvement.

**Section G:** Summarize overall job performance.

Information/Discussion Item C

**Instructions for use of the Performance Evaluation Report Form:**

Continued

**SUMMARY EVALUATION:** Check the overall performance here, taking into consideration all factors and total performance over the full period of service being evaluated.

**Not Satisfactory:** Performance clearly inadequate in one or more critical factors as explained or demonstrated in Section F. Employee has demonstrated inability or unwillingness to improve or to meet requirements. Performance not acceptable for position held. (Note: Such summary evaluation bars the employee from promotions or transfers for one year.)

**Requires Improvement:** Total performance periodically or regularly falls short of normal requirements. Specific deficiencies should be noted in Section F. This evaluation indicates the supervisor's belief that the employee can and will make the necessary improvements. Employee will be re-evaluated in 30 days.

**Effective – Meets Requirements:** Consistently competent performance meeting or exceeding requirements in all critical factors for this position. If margin is narrow and standards barely met, explain in Section E. Most employees would be rated in this category.

**Exceeds Requirements:** Total performance is well above normal requirements for the position. This evaluation should be reflected by marks for critical factors in Sections A and B, and superior or excellent performance should be noted in Section C.

**SIGNATURES:** Both the rater and the employee shall date and sign the report. The employee's signature indicates that the conference has been held and that he/she has had an opportunity to read the report. If he/she refuses to sign for any reason, explain that his/her signature does not necessarily imply or indicate agreement with the report and that a process is provided for him/her to state any disagreement. Further refusal to sign shall be recorded on the report, after which it shall be forwarded to the Human Resources Office.

**APPEAL:** Any employee who is dissatisfied with the performance evaluation he/she has received should refer to Article IX, Section E, Appeals.



**SUBJECT:** Future Agenda Items

**PERSON(S) RESPONSIBLE:** Ralph Gómez Porras, Superintendent

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**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 October 25, 2018 Regular Board Meeting:

- Foreign Language (Nov 2018)
- Review of Field Trips within Pacific Grove (Dec 2018)
- Long Term Counseling Study (Fall 2018/Winter 2019)
- Board Self Evaluation Review (Winter 2018)
- Affordable Housing Project Impacts to District (In progress)
- Review of Community High School (Jan 31, 2019)
- Review of David Avenue Site Location (March 2019)