

*****GOVERNOR'S EXECUTIVE ORDER N-25-20*****
****RE CORONAVIRUS COVID-19****

THIS MEETING WILL BE CONDUCTED PURSUANT TO THE PROVISIONS OF THE GOVERNOR'S EXECUTIVE ORDER WHICH SUSPENDS CERTAIN REQUIREMENTS OF THE RALPH M. BROWN ACT.

MEMBERS OF THE PUBLIC MAY PARTICIPATE REMOTELY AT THE JUNE 17, 2021 MEETING VIA LIVESTREAM. THE LINK(S) WILL BE PROVIDE 24 HOURS PRIOR TO THE MEETING. PUBLIC COMMENT ON ITEMS NOT ON THE AGENDA WILL BE TAKEN VIA LIVESTREAM AT THE TIME INDICATED ON THE AGENDA. PUBLIC COMMENT ON SPECIFIC ITEMS ON THE AGENDA WILL BE TAKEN DURING THE TIME THAT ITEM IS DISCUSSED.

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

Trustees

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

DATE: Thursday, June 17, 2021

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

LOCATION: **VIRTUAL MEETING**

Join Zoom Meeting

<https://pgusd.zoom.us/j/88106889755?pwd=YW9sUEJVBkZDN0Z5KzM0ZEtZbU40dz09>

Meeting ID: 881 0688 9755

Passcode: 532002

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Pacific Grove Unified School District Office
435 Hillcrest 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 to Order

B. Roll Call

C. Adoption of Agenda

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (1 case)

Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

2. Planning and Preparation Meet and Confer: Adult School

3. Potential Threat to Public Services or Facilities

Consultation with District's Technology Director regarding Potential Cyber Threats and Security Measures

4. Personnel Matter

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (1 case)
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686
2. Planning and Preparation Meet and Confer: Adult School
3. Potential Threat to Public Services or Facilities
Consultation with District's Technology Director regarding Potential Cyber Threats and Security Measures
4. Personnel Matter

B. Pledge of Allegiance

IV. COMMUNICATIONS

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

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board 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.

VI. CONSENT AGENDA

Items listed under the Consent Agenda are considered to be routine and/or may have been discussed at a previous Board meeting. There is no discussion of these items prior to the Board vote unless a member of the Board requests specific items be discussed and/or removed from the Consent Agenda. Each item on the Consent Agenda approved by the Board of Trustees shall be deemed to have been considered in full and adopted as recommended.

- A. Minutes of June 3, 2021 Board Meeting 18
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #21 26
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Certificated Assignment Order #21.

- C. Classified Assignment Order #21 28
Recommendation: (Billie Mankey, Director II of Human Resources) The Administration recommends adoption of Classified Assignment Order #21.
- D. Acceptance of Donations 31
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.
- E. Cash Receipts Report No. 5 32
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent For Business Services, I have reviewed the receipt and deposit of the identified Cash Receipts for consistency with District policies and procedures and certify that the actions have been appropriately conducted. I recommend Board approval of the Cash Receipts.
- F. Revolving Cash Report No. 3 34
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.
- G. Warrant Schedules No. 632 36
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- H. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) 38
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2020-21 school year.
- I. Monterey Bay Charter School Lease Agreement 2021-2022 Revision #16 49
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends approval of Lease Agreement Revision #16 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2022.
- J. Contract for Services with David Sonderegger, E-Rate Filing Services 52
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the contract for services with David Sonderegger to provide E-Rate filing services for the 2021-2022 fiscal year.
- K. Lease Agreement with The WAVE Youth Program of Pacific Grove 58
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the 2021-22 Lease Agreement with The Wave Youth Program of Pacific Grove (The WAVE).
- L. Lease Agreement with Monterey Bay Swim Club 61
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the Lease Agreement with the Monterey Bay Swim Club (MBSC).

- M. Agreement for Legal Services for 2021-22 66
 Recommendation: (Ralph Gómez Porras, Superintendent) Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2021-22.
- N. California School Board Association Membership 73
 Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2021-22 in the amount of \$8,210.00.
- O. California School Board Association GAMUT Online Service Agreement 75
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2021-22 in the amount of \$2,495.00.
- P. Contract for Services with Casey Printing Inc. for Pacific Grove Adult Education's 2021-22 Schedule of Classes Brochure 83
 Recommendation: (Barbara Martinez, Adult School Principal; Eric Saavedra, Coordinator, Pacific Grove Adult Education) The District Administration recommends that the Board review and approve the contract for service with Casey Printing Inc. to provide printing and delivery of the 2021-22 Adult School schedule of classes brochures.
- Q. Contract for Services with eSpark for Elementary Educational Software 86
 Recommendation: (Buck Rogggeman, Forest Grove Principal; Sean Keller, Robert Down Principal) The District Administration recommends the Board review and approve the contract for services with eSpark Learning.
- R. Contract for Services with Premier Studios of California at Forest Grove Elementary School 90
 Recommendation: (Buck Rogggeman, Forest Grove Elementary School) The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Forest Grove Elementary School to provide photography services for the 2021-2022 school year.
- S. Contract for Services with Premier Studios of California at Pacific Grove Middle School 93
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Pacific Grove Middle School (PGMS) to provide photography services for the PGMS 2021-2022 school year.
- T. Contract for Services with Premier Studios of California at Pacific Grove High School 96
 Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Pacific Grove High School (PGHS) to provide photography services for the PGHS 2021-2022 school year.
- U. Contract for Services with Beem Video and Photography at Pacific Grove Middle School 99
 Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Beem Video and Photography at Pacific Grove Middle School (PGMS) to videotape the PGMS musical for the 2021-2022 school year.

- V. Contract for Services with Kaatz Photography at Pacific Grove Middle School 102
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Kaatz Photography to provide photographic services for the Pacific Grove Middle School musical production for the 2021-2022 school year.
- W. Contract for Services with Ellsworth Gregory at Pacific Grove Middle School 105
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory to maintain and tune the piano for the 2021-2022 school year at Pacific Grove Middle School.
- X. Contract for Services with Peninsula Sports, Inc. at Pacific Grove Middle School 108
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve contract for services with Peninsula Sports, Inc. for the administrative fees for the 2021-2022 school year at Pacific Grove Middle School (PGMS).
- Y. Contract for Services with Peninsula Sports Inc. at Pacific Grove High School 111
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Peninsula Sports Inc. at Pacific Grove High School.
- Z. Contract for Services with Valerie Rhoades at Pacific Grove Middle School 114
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades for drama costumes for Pacific Grove Middle School Drama musical.
- AA. Contract for Services with Valerie Rhoades at Pacific Grove High School 117
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades to provide costume services for the Pacific Grove High School musical production.
- BB. Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair 120
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Apolinario Vivit for musical instrument sanitization services for the Pacific Grove Middle School music department for the 2021-2022 school year.
- CC. Contract for Services with California Transport/Towing 123
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with California Transport/Towing to provide school bus towing services, as needed.
- DD. Contract for Services with Discovery Charters 126
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Discovery Charters for the 2021-2022 school year.

- EE. Contract for Services with Field of Dreams 130
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Field of Dreams for the 2021-2022 school year.
- FF. Contract for Services with Field of Dreams Designs for Pacific Grove High School 133
 Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Field of Dreams Designs for Pacific Grove High School.
- GG. Contract for Services with Jet Mulch Inc. 136
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Jet Mulch Inc. for placement of engineered playground fiber at the elementary schools.
- HH. Contract for Services with Lincoln Aquatics at Pacific Grove High School 140
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Lincoln Aquatics at Pacific Grove High School for the on-going lease of a CO2 tank.
- II. Contract for Services with M3 Environmental Consulting 144
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board approve the contract for services with the M3 Environmental Consulting, for the 2021-2022 school year.
- JJ. Contract for Services with MoGo Urgent Care 148
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with MoGo Urgent Care for the 2021-2022 school year.
- KK. Contract for Services with Monterey Fire Extinguisher 151
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Monterey Fire Extinguisher for testing and repairs District-wide for the 2021-2022 fiscal year.
- LL. Contract for Services with Monterey Bay Pest Control 155
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Monterey Bay Pest Control for the 2020-2021 school year.
- MM. Contract for Services with Richard Enriquez, Certified Driver Instructor 159
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve the contract for services with Richard Enriquez, certified driver instructor, for the 2021-22 school year.
- NN. Contract for Services with Ruben Parra, Bus Driver Trainer 162
 Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends that the Board review and approve the contract for services with Ruben Parra, bus driver trainer, for the 2021-22 school year.

- OO. Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation 165
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the Memorandum of Understanding with Salinas City Elementary School District to provide additional transportation for field trips and athletics events for 2021-22.
- PP. Sentry Alarm Systems Maintenance Contract 167
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the maintenance contract with Sentry Alarm Systems for all District fire alarm systems for the 2021-2022 fiscal year.
- QQ. Contract for Services with Stark Leak Detection LLC District Wide 171
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Stark Leak Detection LLC to detect gas or water leaks District-wide for the 2020-21 fiscal year.
- RR. Contract for Services with Tope's Tree Service 175
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Tope's Tree Service, Inc. to provide removal of trees and debris as needed throughout the District.
- SS. Contract for Services with Tri-County Fire Protection 179
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Tri-County Fire Protection for the 2020-2021 school year.
- TT. Contract for Services with Wilson's Plumbing 183
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Wilson's Plumbing for the 2021-2022 school year.
- UU. Contract for Services with F.A.S.T. Translations 187
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with F.A.S.T. Translations.
- VV. Contract for Services with IsoRhythms Music Therapy 190
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve a contract for services with IsoRhythms Music Therapy for music therapy to be provided to the Special Day Class programs located at Special Ed Preschool, Forest Grove Elementary School, Robert Down Elementary School, Pacific Grove Middle School and Pacific Grove High School.
- WW. Contract for Services with Planned Parenthood Mar Monte 194
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the contract for services with Planned Parenthood Mar Monte.

- XX. Contract for Services with Psyched Services for Board Certified Behavior Analyst 197
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with Psyched Services to provide Board Certified Behavior Analyst (BCBA) services.
- YY. Contract for Services with SNS Interpreting-Sign Language Interpreter 200
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve a contract for services with Sharon Neumann Solow MA, CSC, SC:L, to provide sign language interpretation as needed for students and families.
- ZZ. Memorandum Of Understanding With Carmel Unified School District For The Placement Of Students With Disabilities In Special Day Classes 2021/2022 203
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District (PGUSD) and Carmel Unified School District (CUSD) for the placement of students with disabilities in Special Day Classes for 2021/2022.
- AAA. Memorandum Of Understanding With Salinas Union High School District For The Placement Of Students With Disabilities In Special Day Classes 2021/2022 211
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District (PGUSD) and Salinas Union High School District (SUHSD) for the placement of students with disabilities in Special Day Classes for 2021/2022.
- BBB. Community Human Services Joint Powers Authority Allocation 219
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the Community Human Services Joint Powers Authority expenditure as presented.
- CCC. Ratification of Transportation Contract for Services with Salinas Union High School District 221
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the ratification of the transportation contract for services with the Salinas Union High School District.
- DDD. Ratification of Contract for Services with Erin Deegan, Costumer 225
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and ratify the contract for services with Erin Deegan to provide costume services for the Pacific Grove High School musical.
- EEE. Contract for Services with Third Watch Security and Investigations 228
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Third Watch Security and Investigations to provide security services surrounding the 2021-2022 Pacific Grove High School graduation ceremony.
- FFF. Contract for Services with Federico's Embroidery at Pacific Grove High School 231
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Federico's Embroidery to provide embroidery services to place recognition insignia on Graduation stoles.

- G.G. Ratification of 2020-2021 Contract for Services with Planned Parenthood Mar Monte at Pacific Grove High School 234
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and ratify the contract for services with Planned Parenthood Mar Monte at Pacific Grove High School for 2020-21.
- H.H. Contract for Services with Planned Parenthood Mar Monte at Pacific Grove High School 237
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Planned Parenthood Mar Monte at Pacific Grove High School for 2021-22.
- I.I. Contract for Services with Parchment Services at Pacific Grove High School 240
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Parchment Services to provide electronic transcripts at Pacific Grove High School.
- J.J. Contract for Service with Pacific West Water Purification, Inc. at Pacific Grove High School 243
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve a contract for services with Pacific West Water Purification, Inc. to provide service to a reverse osmosis drinking water system at Pacific Grove High School.
- K.K. Contract for Services with Josh Shipp Productions LLC dba Top Youth Speakers at Pacific Grove High School 246
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Josh Shipp Productions LLC dba Top Youth Speakers at Pacific Grove High School.
- L.L. Contract for Services with ImPact Applications, Inc. at Pacific Grove High School 249
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with ImPact Applications, Inc. at Pacific Grove High School.
- M.M. Contract for Services with Daniel Marquez dba DJ Dan Utica at Pacific Grove High School 252
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Daniel Marquez dba DJ Dan Utica at Pacific Grove High School.
- N.N. Contract for Services with Northern California Lacrosse Referees Association at Pacific Grove High School 255
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Northern California Lacrosse Referees at Pacific Grove High School.
- O.O. Contract for Services with Jose Del Rio, Athletic Trainer at Pacific Grove High School 258
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Jose Del Rio, Athletic Trainer, at Pacific Grove High School.

PPP. Contract for Services with Lifetouch Photography at Robert Down Elementary School for 2021-2022 261
Recommendation: (Sean Keller, Robert Down Elementary School) The District Administration recommends the Board review and approve the contract for Services with Lifetouch Photography at Robert Down Elementary School for 2021-2022.

QQQ. Updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook 2021-22 264
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook.

RRR. Contract for Services with Goodies Delicatessen for June and July 2021 Lunch Vouchers 330
Recommendation: (Stephanie Lip, School Nutrition Director) The District Administration recommends the Board review and approve the contract for services with Goodies Delicatessen to provide lunch vouchers for meals for students of Pacific Grove Unified School District (PGUSD) in June and July 2021.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

VII. PUBLIC HEARING/ACTION/DISCUSSION

A. Public Hearing for Tentative Agreement with California School Employees Association 333
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board hold a Public Hearing for the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA).

Open Public Hearing: _____ Close Public Hearing: _____

A. Approval of The Tentative Agreement with The California School Employees Association (CSEA) for 2020-21 354
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) for 2020-21.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- B. Public Hearing for Tentative Agreement with Pacific Grove Teacher's Association 374
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board hold a Public Hearing for the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teacher's Association (PGTA).

Open Public Hearing: _____ Close Public Hearing: _____

- B. Approval of Tentative Agreement with Pacific Grove Teacher's Association 395
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teacher's Association (PGTA).

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

VIII. ACTION/DISCUSSION

- C. Measure A Technology Bond Citizens' Oversight Committee Report 415
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) The District Administration recommends the Board review and approve the Measure A Technology Bond Citizens' Oversight Committee (COC) Report for 2019-2020.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- D. Approval of Pacific Grove Unified School District Confidential Employees Team Agreement 417
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Confidential Employees Team.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- E. Approval of Pacific Grove Unified School District Management Agreement 419
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Management group.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- F. Approval of Pacific Grove Unified School District Adult Education Teachers Agreement 421
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Adult Education Teachers.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- G. Approval of the Assistant Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment 423

Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board of Education review and approve the Assistant Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- H. Approval of the Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment 434
Recommendation: (John Paff, Board President) It is recommended that the Board of Education review and approve the Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- I. District Update on Response to COVID-19 448
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board receive information regarding District response to COVID-19, and provide direction to Administration.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- J. Adoption of the District Budget for 2021-22 449
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and adopt the District Budget for 2021-22.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- K. Adoption of the Local Control Accountability Plan and Federal Addendum 2021-22 622
Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and adopt the Local Control Accountability Plan (LCAP) and LCAP Federal Addendum 2021-22.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- L. Approval of Resolution #1074 Authorizing State Preschool Contract 719
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board approve this Resolution which will allow the District to continue to offer the State Preschool Program for the 2021-22 school year, subject to ongoing review to verify that program expenses do not exceed state funding.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- M. Adoption of Resolution No. 1075 Designating Authorized Agents to Sign School Orders 744
Recommendation: (Ralph Gómez Porras, Superintendent; Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board of Education adopt Resolution No. 1075 designating authorized agents to sign school orders.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- N. Contract for Services with McDonnell Roofing, Inc. for Pacific Grove High School K and L Wing Dry Rot Repairs Project 746
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with McDonnell Roofing for Pacific Grove High School K and L wing dry rot repairs project.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- O. New California School Employees Association Job Description, Crossing Guard 759
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the California School Employees Association job description for Crossing Guard.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- P. New Job Description, Teacher On Special Assignment: Intervention And Learning Gap Mitigation 762
 Recommendation: (Billie Mankey, Director II of Human Resources; Ani Silva, Director of Curriculum and Special Projects; Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the job description for Teacher on Special Assignment (TOSA) for Intervention and Learning Gap Intervention.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- Q. Replacement of Student Sexual Harassment Policies and Procedures 767
 Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve a new Sexual Harassment Policy and two Administrative Regulations implementing the policy.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- R. Updates to Board Policies and Regulations Regarding Graduation Requirements 791
 Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the updates to Board Policy and Regulation 6146.1 High School Graduation Requirements, Policy 6152 Class Assignment, and Regulation 6152.1 Placement In Mathematics Courses, regarding graduation requirements.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- S. Updates to Board Policy and Regulations Regarding Summer School 815
 Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the updates to Regulation 6145 Extracurricular and Co-Curricular Activities, and Policy and Regulation 6177 Summer School.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____
- T. Contract for Services with MJ Communications Inc. for District Re-cabling 829
 Recommendation: (Jonathan Mejia, Technology Systems Coordinator) The District Administration recommends the Board review and approve the contract for services with MJ Communications Inc. to re-cable specific locations in the District.
- Move: _____ Second: _____ Roll Call Vote: _____
- Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- U. Contract for Services with MJ Communications for Jesse Bray Board Room Broadcast Setup 841
Recommendation: (Jonathan Mejia, Technology Systems Coordinator) The District Administration recommends the Board review and approve the contract for services with MJ Communications Inc. for Jesse Bray Board Room broadcast setup.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- V. Contract for Services AMS.net Veeam for Backup and Storage 849
Recommendation: (Jonathan Mejia, Technology Systems Coordinator) The District Administration recommends the Board review and approve the contract services with AMS.net for licensing and configuration of Veeam and Virtual Machine (VMWare) for back and storage of critical and sensitive District data.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- W. Contract for Services with The Institute for Social Emotional Learning for Professional Development 853
Recommendation: (Ani Silva, Director Curriculum & Special Projects) The District Administration recommends the Board review and approve the contract for services with The Institute for Social and Emotional Learning for staff development for educators, classified staff, administrators and parents to deepen Social Emotional Learning throughout the community.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- X. Contract for Services with Paper Education Company 866
Recommendation: (Ani Silva, Director Curriculum & Special Projects) The District Administration recommends the Board review and approve the contract for services with Paper Education Company for two years, 2021-2023.

Move: _____ Second: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

- Y. Board Calendar/Future Meetings 873
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: _____ Roll Call Vote: _____

Trustees: Paff ____ B. Swanson ____ Dawson____ Rivera ____ C. Swanson ____

IX. INFORMATION/DISCUSSION

- A. Solicitation of Funds Report 2020-21 877
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review the attached list of Solicitation of Funds from the various entities for the 2020-21 school year.

Board Direction: _____

- B. Review of Legal Fees for 2020-21 894
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review legal fees expended from July 1, 2020 through June 1, 2021.

Board Direction: _____

- C. Measure D Projects Update 896
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and provide feedback to the current and future Measure D, Series A projects.

Board Direction: _____

- D. Future Agenda Items 900
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- Board requested a renewed discussion about District solar panels (Fall 2021)
- Added February 4, 2021: Return of affordable housing at a later date when more information becomes available (Fall 2021)
- Added March 4, 2021: A Board member requested a study about making ethnic studies a graduation requirement
- Added March 18, 2021: Return of Foreign Language Program (Fall 2021)
- Added June 3, 2021: Board requested information about eco-friendly tools, products and supplies

Board Direction: _____

X. ADJOURNMENT

Next Board regular Board meeting: August 19, 2021

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 3, 2021 – District Office

I. OPENED BUSINESS

- A. Called to Order 5:31 p.m.
- B. Roll Call
- | | |
|-------------------------|----------------------------------|
| President: | Trustee Paff |
| Absent Clerk: | Trustee Brian Swanson |
| Trustees Present: | Trustee Dawson |
| | Trustee Rivera |
| | Trustee Carolyn Swanson |
| Administration Present: | Superintendent Porras |
| | Asst. Superintendent Chin-Bendib |
| Board Recorder: | Mandi Ackerman |

C. Adopted Agenda

Changes to the agenda include Walk-On Minutes of May 28, 2021.

MOTION Dawson/Carolyn Swanson to adopt agenda as amended.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

D. Administer Oath of Office by City of Pacific Grove Mayor Bill Peake

Pacific Grove Mayor Bill Peake administered the oath of office to Dr. Frank Rivera III as the appointed Trustee which was determined at the special Board meeting on Friday, May 28, 2021.

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Planning and Preparation Meet and Confer: Confidential – Classified Management
4. Planning and Preparation Meet and Confer: Adult School
5. Planning and Preparation Meet and Confer: Management

6. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2020-21 - Compensation; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
7. Conference with Labor Negotiators – Superintendent employment contract for 2020-21 - Compensation; public school employer and its designated representatives: John Paff, Board President and Brian Swanson, Board Clerk [Gov. Code §54957.6]
8. Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (1 case)
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686
9. Finalize Superintendent Goals and Evaluation
10. Special Education Contract

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 5:39 p.m.

III. RECONVENED IN OPEN SESSION 7:05 p.m.

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2020-21 [Government Code § 3549.1 (d)]

The Board finalized this item.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2020-21 [Government Code § 3549.1 (d)]

The Board finalized this item.

3. Planning and Preparation Meet and Confer: Confidential – Classified Management

The Board finalized this item.

4. Planning and Preparation Meet and Confer: Adult School

The Board finalized this item.

5. Planning and Preparation Meet and Confer: Management

The Board finalized this item.

6. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2020-21 - Compensation; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]

The Board discussed this item.

7. Conference with Labor Negotiators – Superintendent employment contract for 2020-21 - Compensation; public school employer and its designated representatives: John Paff, Board President and Brian Swanson, Board Clerk [Gov. Code §54957.6]

The Board discussed this item.

8. Conference with Legal Counsel Regarding Existing Litigation pursuant to paragraph (1) of subdivision (d) of Government Code section 54956.9 (1 case)
Name of Case: Austin v. John Doe Monterey County Superior Court Case No. 20CV001686

The Board did not discuss this item.

9. Finalize Superintendent Goals and Evaluation

The Board finalized this item.

10. Special Education Contract

The Board discussed this item.

B. Pledge of Allegiance

Led By: Dr. Rivera

IV. **RECOGNITION OF RETIREES**

Administration recognized the following retirees:

Susan Lozada, 36.5 years
 Linda Goulet, 31 years
 Jayne Lord, 30 years
 Brad Woodyard, 29.5 years
 Deborah Marchese, 28 years
 Lynn Prior Moore, 25 years
 Diana Rookstool, 23 years
~~Ireneo Asignacio, 22 years~~ Is not retiring
 Adrienne Taylor, 21 years
 Rick Carter, 18 years
 Nancy Bernahl 15.5 years
 Mary Lee Newman, 15 years
 Patti Odell, 15 years
 Kathy Hunter, 15 years
 Brian Mello, 13 years
 Marion Heebink, 13 years
 Maria Miller, 10.5 years

V. COMMUNICATIONS

A. Written Communication

Written communication includes emails regarding staff supporting paraprofessionals working this summer; parents asking for 5th grade classes to be below 27 students next year; a letter of recommendation for an individual applying for the Board position; a Facebook posting concern; a request for a comment from the Pine Cone; and the WAVE Program and Chromebooks.

B. Board Member Comments

Trustee Paff enjoyed the promotion, and graduations and congratulated students and staff.

Trustee Carolyn Swanson attended the 5th grade concert, Pacific Grove Middle School promotion, Community High School graduation and Pacific Grove High School graduations and spoke about the beauty of the events. Trustee Carolyn Swanson is attending a US Department of Education seminar regarding the return to in-person learning; acknowledged Pride month of June, noting the District will fly the flag; spoke about gas powered tools for the maintenance department.

Dr. Rivera attended the Pacific Grove High School graduation and spoke about the last year and looking forward.

Trustee Dawson attended the Forest Grove Elementary School promotion and said it was very special; acknowledged administration for continuing to adapt and thanked the families, schools and the community.

C. Superintendent Report

Superintendent Porras noted the remarkable events at the school sites, noted the Pacific Grove High School graduation and congratulated Principal Lito Garcia and Assistant Principal Shane Steinback; noted the Pacific Grove Middle School promotion; congratulated Trustee Paff whose son graduated Pacific Grove High School, congratulated Forest Grove Elementary School Principal Buck Roggeman whose daughter graduated Pacific Grove High School; acknowledged the bargaining teams for their collaboration during negotiations; noted Director of Curriculum and Special Projects Ani Silva is investigating the Dual Language program.

D. PGUSD Staff Comments (Non Agenda Items)

Teacher Shannon McCarty, Pacific Grove Teachers Association president, acknowledged the negotiations team and appreciated the support.

Forest Grove Elementary School Principal Buck Roggeman, lead negotiator for the District, acknowledged the negotiations teams; congratulated daughter Claire for graduating.

Student Services Director Clare Davies provided an update on summer school and said it was a joyous start.

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

None.

VII. CONSENT AGENDA

- A. Minutes of May 20, 2021 Board Meeting
- B. Certificated Assignment Order #20
- C. Classified Assignment Order #20
- D. Acceptance of Donations
- E. Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.) at Pacific Grove Middle School
- F. Memorandum of Understanding with North Monterey County Unified School District for Independent Study Program
- G. Contract for Services with Uretsky Investigation
- H. Contract for Services with The Bay School, Nonpublic School
- I. Contract for Services with MaryLee Sunseri at Pacific Grove Adult School
- J. Contract for Services for FAST Translation Services
- K. Contract for Services with Bagel Kitchen for June and July 2021 Lunch Vouchers
- L. Contract for Services with Michael's Grill & Taqueria for June and July 2021 Lunch Voucher
- M. Contract for Services with Taste of India for June and July 2021 Lunch Vouchers
- N. Contract for Services with Mountain Mike's for June and July 2021 Lunch Vouchers

MOTION Dawson/Carolyn Swanson to adopt agenda as presented.
Public comment: none
Motion CARRIED by roll call vote 4 – 0

X. ACTION/DISCUSSION

- A. WALK-ON Minutes of May 28, 2021

MOTION Paff/Dawson to approve the Walk-On Minutes of May 28, 2021.
Public comment: none
Motion CARRIED by roll call vote 4 – 0

VIII. PUBLIC HEARING I

Public Hearing for District Budget for 2021-22

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

Open Public Hearing: 7:57 p.m.

Close Public Hearing: 8:41 p.m.

Public comment: none

IX. PUBLIC HEARING II

Public Hearing for the Local Control Accountability Plan and State Local Priorities 2021-2022

Director of Curriculum and Special Projects Ani Silva presented information to the Board.

Open Public Hearing: 8:41 p.m.

Close Public Hearing: 9:37 p.m.

Public comment: none

X. ACTION/DISCUSSION

B. District Update on Response to COVID-19

Superintendent Porras provided an update on current case rates, tier system, vaccinations; the 2021-22 school year will be full in-person learning; Distance Learning status for the fall is still unknown, however the District is planning in order to serve Distance Learning needs with possible online service; safety protocols are being discussed and planned for the next school year; the District will continue to plan and keep the public posted as more information for Distance Learning for fall becomes available.

No action taken.

Public comment: none

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

Director of Educational Technology Matthew Binder and Technology Systems Coordinator Jonathan Mejia presented information to the Board and answered questions.

MOTION Dawson/Rivera to approve the Measure A (Ed Tech Bond) Education Technology Expenditures.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

C. Contract for Services with Steele Tape Construction for Fencing at Pacific Grove Adult School

Director of Facilities and Transportation Matt Kelly and Adult School Principal Barbara Martinez presented information to the Board and answered questions.

MOTION Dawson/Rivera to approve the contract for services with Steele Tape Construction for fencing at Pacific Grove Adult School.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

D. Contract for Services with Steele Tape Construction for ADA Pathway Replacement at Pacific Grove Adult School

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

MOTION Rivera/Dawson to approve the contract for services with Steele Tape Construction for ADA pathway replacement at Pacific Grove Adult School.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

MOTION Dawson/Carolyn Swanson to extend the meeting until 10:30 p.m.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

E. Pacific Grove Plan for Provision of Educational Services to Expelled Students

District Safety Director Barbara Martinez presented information to the Board.

Public comment:

Beth Shammas asked why this item is under the Safety Director and not under the Curriculum Director; appreciates how to treat differences; suggested adjusting policies related to expulsions.

MOTION Carolyn Swanson/Dawson to approve the Pacific Grove Plan for Provision of Educational Services to Expelled Students.

Motion CARRIED by roll call vote 4 – 0

F. Board Calendar/Future Meetings

MOTION Paff/Dawson to approve the Board meeting calendar.

Public comment: none

Motion CARRIED by roll call vote 4 – 0

XI. INFORMATION/DISCUSSION

A. The Governor's May Revision of the 2021-22 State Budget

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

Public comment: none

B. Future Agenda Items

- Board requested a renewed discussion about District solar panels (Fall 2021)
- Added February 4, 2021: Return of affordable housing at a later date when more information becomes available (Fall 2021)
- Added March 4, 2021: A Board member requested a study about making ethnic studies a graduation requirement
- Added March 18, 2021: Return of Foreign Language Program (Fall 2021)

A Board member requested Director of Facilities and Transportation Matt Kelly provide information about eco-friendly tools, products and supplies.

XII. ADJOURNED

10:24 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

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

☒ Consent
☐ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Certificated Assignment Order #21

DATE: June 17, 2021

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

Page 1 of 3

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #21

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. 21
June 17, 2021**

Page 2 of 3

NEW HIRE:

Angelee Brockmeyer, RDE, Elementary Teacher Grade 4, 1.0 FTE, Column IV, Step 9 + MA, effective August 2, 2021 (replaces Steve Ibrahim grade level transfer)

Chantell Cafferata, RDE/FGE ELD Teacher, Part-time, 0.50 FTE, Column VI, Step 14 + MA, effective July 30, 2021 (replaces retiree Maria Miller)

Jennifer Smallwood, FGE ELD Teacher, Full-time, 1.0 FTE, Column IV, Step 3, effective July 30, 2021 (replaces retiree Jayne Lord)

Marc Russo, FGE, Elementary Teacher, Grade 4, 1.0 FTE, Column, VI, Step 9+MA effective July 30, 2021 (replaces Kayla Gordano grade level transfer)

Jennifer Pritchard, District Speech and Language, 1.0 FTE, Column V, Step 16+MA, effective July 30, 2021 (replaces transferee Molly Kriva)

TEMPORARY NEW HIRE:

Laura Smith, RDE, Elementary Teacher, Grade 1, Temporary, 1.0 FTE, Column IV, Step 11+MA, effective July 30, 2021 through May 31, 2022 only (replaces Rachel McNickle LOA)

Camilla Miller, FGE, Elementary Teacher, Grade 1, Temporary, 1.0 FTE, Column IV, Step 2+MA, effective July 30, 2021 through May 31, 2022 only (replaces Kayla Gordano LOA)

TEMPORARY RE-HIRE:

Celia Lara, PGHS CTE Photography, Temporary, 0.0 FTE, Column VI, Step 10+MA, effective August 2, 2021 through May 31, 2022 only

SALARY SCHEDULE INCREASE:

Jenn Erickson, PGHS CTE Culinary Teacher, based on receipt and verification of official transcripts qualifies to increase salary placement from Column IV, Step 7 to Column V, Step 8, effective July 1, 2021

SUBSTITUTES:

Susan Delly
Beatriz Spillman

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

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

SUBJECT: Classified Assignment Order #21

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #21

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. 21
June 17, 2021**

NEW HIRE:

Nestor Dantes, PGHS/CHS, Custodian I, 8 hrs./day, 12-month work calendar, Range 36 (includes shift differential), Step B, effective June 7, 2021 (replaces transferee Andrew Terry)

Thomas DeBruin, RDE/FGE, Custodian I, 8 hrs./day, 12-month work calendar, Range 36 (includes shift differential), Step B, effective June 7, 2021 (replaces transferee Danilo Mamaclay)

TRANSFERS:

John Intaglita, Custodian I, transfers from RDE to PGHS and remains at 8 hrs./day, 12-month work calendar, Range 36 (includes shift differential), Step D, effective June 7, 2021 (replaces retiree Elsa Rugama)

Andrew Terry, Custodian I, transfers from PGHS/CHS to RDE, and remains at 8 hrs./day, 12-month work calendar Range 36 (includes shift differential), Step C, effective June 7, 2021 (replaces transferee John Intaglita)

Damilo Mamaclay, Custodian I, transfers from RDE/FGE to FGE and remains at 8 hrs./day, 12-month work calendar Range 36 (includes shift differential), Step D, effective June 7, 2021 (replaces Senen Baguio)

CHANGE OF ASSIGNMENT/PROMOTION:

Melissa Gibson, promotes from RDE Instructional Assistant 3 hrs./day, 180 day work calendar, Range 30, Step E to PGMS Clerk III, 7 hrs./day, 10.5 month work calendar, Range 33, Step E, effective July 19, 2021 (replaces Apelila Atofau)

ADDITIONAL ASSIGNMENT/HOURS:

Norma Barakat, RDE, Noon Duty, 1 hour per day, 180 day work calendar, Range 30, Step F, effective August 5, 2021 (replaces retiree Adrienne Taylor)

Marie Faile, DO, Accounts Payable, additional hours for increased workload to process payments for invoices funded through the bond, from 6 hrs./day, to 8 hrs./day, effective July 1, 2021

Ben Bahena, Summer Adult Transition Program, 4.25 hrs./day, Range 37, Step D, effective June 2, 2021 through June 30, 2021

<p style="text-align: center;">PACIFIC GROVE UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 21 June 17, 2021</p>
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PROFESSIONAL GROWTH INCREMENT:

Classified employees receiving 5% professional growth increment to their pay rate effective July 1, 2021

Marie Faile, Angela Lippert, Cliff Houston, Dianna Gamecho, Rodrigo Ilagan, Natalie Montgomery

PAY RATE ADJUSTMENT:

Angela Rodriguez, District Office, Confidential Fiscal Officer 8 hours/day/12 months, Conf Range, Fiscal Officer, increase from Step C to Step D, (maintains a minimum of 5% increase as per CSEA Bargaining Agreement) effective July 1, 2021 (replaces retiree Nancy Bernahl). Cross Training hours, currently planned at 10 days prior to July 1, 2021 will be paid per time sheet and at the Fiscal Officer Step D amount.

SUBSTITUTE:

Randy Cooper, District Office, Fiscal Officer, part time up to \$65 per hour, and not to exceed 100 hours, effective July 1, 2021 and not to exceed December 31, 2021. (Training and Support for Fiscal Officer and Payroll transition)

Rachel Croft

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

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

SUBJECT: Acceptance of Donations

DATE: June 17, 2021

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

RECOMMENDATION:

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

INFORMATION:

During the past month the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

Talin Tersakyan

Tama Drum (musical instrument)

Pacific Grove High School

PGHS PTA

\$1,164.35 (ASB Leadership)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

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

SUBJECT: Cash Receipts Report No. 5

DATE: June 17, 2021

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of April 7, 2021 through June 8, 2021.

INFORMATION:

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

PGUSD BOARD REPORT # 5 Cash Receipts

April 7, 2021 - June 8, 2021

Date	Num	Name	Account	Amount
Apr 7 - Jun 8, 21				
04/07/2021	20565	VOID	VOID	
04/07/2021	20566	CAFETERIA	CAFETERIA	75.50
04/07/2021	20567	ADULT EDUCATION	ADULT EDUCATION	970.00
04/07/2021	20568	ADULT EDUCATION	ADULT EDUCATION	1,225.00
04/07/2021	20569	ADULT EDUCATION	ADULT EDUCATION	16,427.03
04/07/2021	20570	Heloisa Junqueira	CAFETERIA	14.00
04/07/2021	20571	Maria Rivera	INS PAYMENT	383.23
04/07/2021	20572	Carmel Unified School Dist	SP ED	161,538.90
04/07/2021	20573	STATE OF CALIFORNIA	PRESCHOOL	20,401.00
04/07/2021	20574	STATE OF CALIFORNIA	CAFETERIA	126.22
04/07/2021	20575	STATE OF CALIFORNIA	CAFETERIA	3,437.67
04/07/2021	20576	STATE OF CALIFORNIA	CAFETERIA	40,332.96
04/07/2021	20577	STATE OF CALIFORNIA	SP ED	7,763.74
04/07/2021	20578	RETIREE INSURANCE	RETIREE INSURANCE	9,667.45
04/28/2021	20579	RETIREE INSURANCE	RETIREE INSURANCE	1,120.00
04/28/2021	20580	Fran Castorina	INS PAYMENT	498.77
04/28/2021	20581	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,824.45
04/28/2021	20582	MBCS/Monterey Bay Charter School	UTILITIES	761.79
04/28/2021	20583	STATE OF CALIFORNIA	SP ED	136.31
04/28/2021	20584	STATE OF CALIFORNIA	CAFETERIA	3,420.06
04/28/2021	20585	STATE OF CALIFORNIA	CAFETERIA	40,051.31
04/28/2021	20586	ROP	DONATION	100.00
04/28/2021	20587	Denise Johnson	CAFETERIA	27.50
05/06/2021	20588	ADULT EDUCATION	ADULT EDUCATION	1,407.96
05/06/2021	20589	ADULT EDUCATION	ADULT EDUCATION	1,580.00
05/06/2021	20590	ADULT EDUCATION	ADULT EDUCATION	45,135.99
05/06/2021	20591	ADULT EDUCATION	ADULT EDUCATION	525.00
05/06/2021	20592	ADULT EDUCATION	ADULT EDUCATION	1,200.00
05/06/2021	20593	NorCal Relief	REBATE	2,500.00
05/06/2021	20594	Lost Key Fee	MAINT/GROUNDS	35.00
05/06/2021	20595	Santa Cruz COE	MAA	9,029.60
05/06/2021	20596	STATE OF CALIFORNIA	SP ED	5,003.00
05/06/2021	20597	RETIREE INSURANCE	RETIREE INSURANCE	5,522.45
05/12/2021	20598	CAFETERIA	CAFETERIA	75.50
05/12/2021	20599	ERATE	REBATE	140,198.09
05/12/2021	20600	ERATE	REBATE	2,852.30
05/19/2021	20601	McGraw-Hill	REFUND	456.75
05/19/2021	20602	STATE OF CALIFORNIA	CAFETERIA	4,024.47
05/19/2021	20603	STATE OF CALIFORNIA	CAFETERIA	46,976.88
05/19/2021	20604	Fran Castorina	INS PAYMENT	498.77
05/19/2021	20605	STATE OF CALIFORNIA	PRESCHOOL	6,100.00
05/19/2021	20606	MBCS/Monterey Bay Charter School	UTILITIES	1,752.72
05/19/2021	20607	RETIREE INSURANCE	RETIREE INSURANCE	1,200.00
Apr 7 - Jun 8, 21				603,377.37

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

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

SUBJECT: Revolving Cash Report No. 3

DATE: June 17, 2021

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period from April 7, 2021 through June 8, 2021.

INFORMATION:

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

PGUSD
BOARD REPORT # 3 REVOLVING CASH
 April 7, 2021 - June 8, 2021

Date	Num	Name	Account	Amount
Apr 7 - Jun 8, 21				
04/30/2021		DEPOSIT	none	871.70
04/30/2021		ANALYSIS CHARGE	none	-169.35
05/17/2021	5492	First Awakenings	MISC	-1,899.86
05/31/2021		ANALYSIS CHARGE	none	-155.92
Apr 7 - Jun 8, 21				<u>-1,353.43</u>

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

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

SUBJECT: Warrant Schedule 632

DATE: June 17, 2021

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 632

MAY 2021

WARRANTS - PAYROLL

Certificated	Regular	05/05/21	\$	-
	Regular	05/10/21	\$	14,985.87
	Regular	05/15/21	\$	-
	Regular	05/28/21	\$	1,742,192.86
<u>Total Certificated</u>				<u>\$ 1,757,178.73</u>
Other	Regular	05/05/21	\$	-
	Regular	05/10/21	\$	6,733.00
	Regular	05/15/21	\$	-
	Regular	05/28/21	\$	7,809.48
<u>Total Other</u>				<u>\$ 14,542.48</u>
Classified	Regular	05/05/21	\$	-
	Regular	05/10/21	\$	10,198.62
	Regular	05/15/21	\$	-
	Regular	05/28/21	\$	679,707.56
<u>Total Classified</u>				<u>\$ 689,906.18</u>
<u>TOTAL PAYROLL</u>				<u>\$ 2,461,627.39</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12614276 -12614324	04600000040-04600000046	05/06/21	\$	258,499.47
12615223 - 12615248	04600000047-04600000052	05/13/21	\$	33,695.90
12616903 - 12616934	04600000053-04600000054	05/20/21	\$	181,811.98
12619401 - 12619449	n/a	05/27/21	\$	185,915.65
<u>TOTAL ACCOUNTS PAYABLE</u>				<u>\$ 659,923.00</u>

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

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

SUBJECT: Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO) for the 2021-2022 school year.

BACKGROUND:

In 2010, the City of Pacific Grove and the Pacific Grove Unified School District developed a Memorandum of Understanding regarding a School Resource Officer, now referred to as an Agreement for Services, using language from prior MOUs, and similar to agreements used between the City of Seaside and the Monterey Peninsula Unified School District.

INFORMATION:

See attached Agreement for Services and Exhibit A, which address the interests of both the City of Pacific Grove and the Pacific Grove Unified School District.

The District will pay the City \$79,425 for the 180-day school year, which is an increase of \$3,782.00 from the previous year.

FISCAL IMPACT:

General Fund 01 \$79,425.

AGREEMENT FOR SERVICES

THIS AGREEMENT (Agreement) is entered into on this 1st day of July 2021, by and between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (hereinafter referred to as "DISTRICT" and the CITY OF PACIFIC GROVE, a municipal corporation (hereinafter referred to as "CITY").

WITNESSETH

WHEREAS, The DISTRICT desires to contract with the CITY for a specialized police service via a School Resource Officer (SRO).

WHEREAS, The DISTRICT and the CITY recognize the benefits of the SRO program to the students of the Pacific Grove High School, the Pacific Grove Community High School, the Pacific Grove Middle School, the Forest Grove Elementary School, the Robert Down Elementary School, and the Pacific Grove Adult School, all located within the City of Pacific Grove jurisdiction, as well as to the residents of Pacific Grove.

WHEREAS, The purpose of the School Resource Officer is to provide specialized police services to the DISTRICT including but not limited to:

- a. Enhance a safe learning environment by helping reduce school violence, drug abuse, and protect against intruders on school campus; and
- b. Improve school-law enforcement collaboration; and
- c. Improve perception and relations between students, school staff, parents, and law enforcement officials.

WHEREAS, The CITY desires to contract with the DISTRICT to provide a School Resource Officer in the DISTRICT as defined in the Scope of Services attached hereto as Exhibit A, attached hereto and incorporated herein by this reference.

NOW, THEREFORE, THE PARTIES HERETO DO MUTUALLY AGREE AS FOLLOWS:

1. TERM

The Term of this Agreement shall be for one year commencing on July 1, 2021 through and including June 30, 2022 unless terminated pursuant to the terms of this agreement.

2. SCOPE OF SERVICES

The CITY shall provide SRO services to the DISTRICT pursuant to the terms of this Agreement and as described in Exhibit A.

3. COMPENSATION/SERVICE RATES

- A. The DISTRICT agrees to pay the CITY a not-to-exceed amount of Seventy-Nine Thousand Four Hundred and Twenty-Five (\$79,425) for the SRO, for the Term as stated above.
- B. The CITY shall provide a SRO to the DISTRICT for all of the school days (180 school days) during the Term of this agreement.
- C. Time spent by the SRO attending municipal, juvenile court. And/or criminal cases arising from and/or out of the SRO's employment as an SRO shall be considered hours worked for the District and shall not be backfilled by the Department.
- D. Pursuant to Pacific Grove Police Department ("Department") protocols, the SRO is required to notify his/her supervisor of an absence and shall also notify the DISTRICT Superintendent or designee whenever possible. Otherwise, the Department Watch Commander will notify the DISTRICT when the SRO will be absent from work. Except for unforeseen circumstances, elective time off for the SRO will be utilized when school is not in session. Elective time off scheduled when school is in session shall be backfilled by the Department, utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and may not represent a dedicated presence.
- E. The CITY shall send the DISTRICT an invoice at the beginning of the school year.
- F. If the invoice remains delinquent for a period in excess of 30 days, then the DISTRICT shall pay to the CITY, the maximum interest rate permitted by law from the 30th day following the date such amount became due, until paid.

4. GENERAL ADMINISTRATION AND MANAGEMENT

- A. The Pacific Grove Chief of Police shall have the primary administrative responsibility under this Agreement for the CITY. The Chief of Police or his/her designee shall consult with the Superintendent of the DISTRICT or his designee on matters that pertain to this Agreement.
- B. Any complaint against the SRO arising from his or her actions shall be directed to the Chief of Police and handled in the manner as prescribed by law or standing policy.

5. SUSPENSION/TERMINATION OF AGREEMENT

This Agreement may be terminated for any reason by either party upon 90 days written notice delivered as set forth in this Agreement.

6. ASSIGNMENT

This Agreement may not be assigned or otherwise transferred by either party hereto without the prior written consent of the other party. The rights and duties herein shall be binding, and inure to the benefit of any successors, permitted assigns, and heirs of the parties.

7. HOLD HARMLESS

- A. The CITY agrees to indemnify, defend, and save harmless the DISTRICT, its respective elected and appointed officials, officers, agents, and employees. from and against all claims, losses, actions, damages, expenses, and liabilities, including reasonable acts or omissions, the

extent those acts or omissions are related to the provisions of SRO services by the CITY under this Agreement in accord with the Scope of Services set forth in Exhibit A, attached hereto and incorporated by reference. The CITY assumes workers compensation liability for injury or death of its elected and appointed officials, officers, agents, and employees, and assumes no worker's compensation responsibility for the elected and appointed officials, officers, agents, and employees of the DISTRICT.

- B. The DISTRICT agrees to indemnify, defend and save harmless the CITY, its respective elected and appointed officials, officers, agents, and employees, for any acts of sole negligence or willful misconduct DISTRICT, its officers or employees when performing services within the Scope of Services set forth in Exhibit A.
- C. Both parties shall maintain in force, at all times during the performance of this Agreement, a policy of insurance covering all of its operations (including public liability and property damage) naming the other party as an additional insured, with not less than \$5,000,000.00 single limit liability and motor vehicle insurance, covering all motor vehicles (whether or not owned) used in providing services under this Agreement with a combined single limit of not less than \$1,000,000.00. Notice in writing shall be given at least 30 days in advance of cancellation, reduction in coverage limit, or intended * non-renewal of any policy. Insurance shall be provided by a company authorized by law to transact insurance business in the State of California. In addition, the CITY and the DISTRICT agree that the CITY and the DISTRICT may self-insure against any loss or damage, which could be covered by a comprehensive general public liability insurance policy, and may also obtain coverage through an insurance pool.
- D. Policies shall also be endorsed to provide such insurance as primary insurance and that no insurance of an additional insured shall be called on to contribute to a loss covered by insurance. Any insurance required of either party to this Agreement may be provided by a plan of self-insurance and/or a public entity risk-sharing agreement at the option of the party.

8. INSURANCE AND WORKER'S COMPENSATION

The DISTRICT certifies that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and it certifies that it will comply with such provisions before commencing performance under this Agreement. CITY agrees to provide all necessary workers' compensation insurance for any and all CITY employees, including, but not limited to any employee providing SRO services to DISTRICT as contemplated by this Agreement, at CITY'S own cost and expense.

9. NOTICES

Any notice to be given to the parties hereunder shall be addressed as follows (until notice of a different address is given to the parties):

DISTRICT: Dr. Ralph Porras, Superintendent,
Pacific Grove Unified School District
432 Hillcrest Avenue
Pacific Grove, CA 93950

CITY: Jocelyn Francis, Police Administrative Services Manager
Pacific Grove Police Department
580 Pine Avenue
Pacific Grove. CA 93950

Any and all notices or other communications required or permitted relative to this Agreement shall be in writing and shall be deemed duly served and given when personally delivered to either of the parties, the DISTRICT or the CITY, to whom it is directed: or in lieu of such personal service, when deposited in the United States mail, first class, postage prepaid, addressed to DISTRICT or CITY at the addresses set forth above.

Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided for in the preceding paragraph.

10. VENUE

CITY and DISTRICT hereby agree to make good faith efforts to resolve disputes as quickly as possible. Should either party to this Agreement bring legal action against the other, (formal judicial proceeding, mediation or arbitration), venue shall be handled in Monterey County, California.

11. AGREEMENT CONTAINS ALL UNDERSTANDINGS, AMENDMENT

This document represents the entire and integrated Agreement between the DISTRICT and the CITY and supersedes all prior negotiations, representations and agreements either written or oral. This Agreement may be amended or modified only by written instrument signed by both parties.

12. GOVERNING LAW

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

13. WAIVER

Any waiver of any terms and conditions of this Agreement must be in writing and signed by the CITY and the DISTRICT. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.

14. INTERPRETATION OF CONFLICTING PROVISIONS

In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

15. HEADINGS

The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

16. NON-EXCLUSIVE AGREEMENT

This Agreement is non-exclusive and both the CITY and the DISTRICT expressly reserves the right to contract with other entities for the same or similar services.

17. CONSTRUCTION OF AGREEMENT

The CITY and the DISTRICT agree that each Party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting Party shall not apply in the interpretation of this Agreement or ally amendment to this Agreement.

18. COUNTERPARTS

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the single Agreement.

19. SEVERABILITY

If any term of this Agreement is held invalid by a court of competent jurisdiction the remainder of this Agreement shall remain in effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Dr. Ralph Porras, Superintendent

Date

CITY OF PACIFIC GROVE

Bill Peake, Mayor

Date

Cathy Madalone, Police Chief

Date

APPROVED AS TO FORM

Dave Laredo, City Attorney

Date

APPROVED AS TO LIABILITY PROVISIONS

Tori Hannah, Admin. Services Director

Date

EXHIBIT A

SCOPE OF SERVICES, RESPONSIBILITIES DUTIES

Under the supervision of the Chief of Police of the City of Pacific Grove or his or her designee, the following Articles shall express the Scope of services, responsibilities and duties of the parties.

ARTICLE I

Rights and Duties of the CITY -

The CITY shall provide a School Resource Officer (SRO) as follows:

1. School Resource Officer

A. The CITY shall assign one regularly assigned police officer to the DISTRICT with the responsibility to provide SRO services to the following schools: Pacific Grove High School, Pacific Grove Community High, Pacific Grove Middle School, Forest Grove Elementary School, Robert Down Elementary School and Pacific Grove Adult School.

B. The SRO will have an office at Pacific Grove High School, established and provided by the DISTRICT.

C. The immediate duties and supervision of the SRO shall reside with the Pacific Grove Police Department, which shall perform scheduled and non-scheduled visits to the schools.

2. Regular Duty Hours of the SRO

A. During the Term, the SRO shall be assigned to the schools on a full-time basis, eight hours per school day, with a half hour break for lunch. The SRO will rotate time amongst all of the aforementioned schools within the DISTRICT.

B. When school is closed due to in-service training, the SRO, if invited by a school or DISTRICT administrator(s), may attend the in-service training.

C. During extended periods when schools are not in session, the SRO will be assigned as needed by his/her CITY supervisor.

D. The CITY shall ensure the SRO schedules time off for vacations and floating holidays during periods when school is not in session.

E. In the event the SRO must take time off during the time school is in session, such time must be authorized by the SRO's police supervisor. The SRO must also notify the District Superintendent or designee of the impending absence.

F. The SRO may be temporarily reassigned by the Police Department during a law enforcement emergency. Time spent on a law enforcement emergency shall not be backfilled by the Department.

G. The SRO may be required to participate in mandatory police training necessary to maintain the SRO's proficiency. Time spent on mandatory police training that is not specific to the

position of SRO shall be backfilled by the Department, utilizing on duty patrol personnel. Such coverage will be provided from regular patrol officers and may not represent a dedicated presence.

H. Training specific to the position of SRO shall be considered hours worked for the District and shall not be backfilled by the Department.

3. Duties, Obligations and Procedures of the SRO

The SRO shall:

A. Wear the established Pacific Grove Police Department patrol uniform including safety equipment designed for use by sworn field personnel pursuant to the Pacific Grove Police Department's policy manual. Special uniforms or "plain clothes" may be worn for special circumstances as approved by the Police Chief or designee.

B. Monitor the police radio frequency when on and off campus as well as be available by the Department-issued cellular phone.

C. Make classroom presentations when requested by a school or DISTRICT administrator on such topics as the role of policing in the community, drug and alcohol abuse prevention, search and seizure, laws of arrest, traffic laws, crime prevention, victim's rights, community involvement and youth programs.

D. Participate in discussions during class to establish rapport with students.

E. Take appropriate law enforcement action as required by law and the policies and procedures of the Police Department.

F. Within the bounds of applicable law, will notify the school principal, DISTRICT Safety Director, or Superintendent or designee as soon as practical of any violations or actions which impact school discipline, order or safety and such other violations and actions as the DISTRICT reasonably requests to be reported. This may include interviewing suspects or victims of criminal violations, issuing summonses, and addressing traffic concerns. Should it become necessary to conduct formal law enforcement interviews with students, the SRO shall adhere to the DISTRICT Policies, Police Department Procedures and Policies and legal requirements with regards to such interviews.

G. Obtain prior permission, advice and guidance from the District Safety Director and school administrators before enacting any program with the school.

H. Provide assistance to school administrators, faculty, and staff upon request, in developing emergency procedures and emergency management plans to include prevention and/or minimization of dangerous situations which may result from unauthorized intruders, natural or man caused disasters.

I. Be familiar with DISTRICT policies and regulations related to safety and student conduct and discipline issues, including the DISTRICT'S Code of Conduct.

J. Assist the District Safety Director, administrators, faculty and staff with addressing violations of DISTRICT policies at the SRO's discretion. However, the SRO shall not be expected or asked to detain or take into physical custody any student who has only violated a DISTRICT policy or code of conduct. It shall be understood and agreed that a SRO, as a law enforcement officer, can only detain or take into physical custody those students for whom there is reasonable suspicion or probable cause that they have committed a criminal offense. The SRO shall not be used for regular assigned lunch room duties, hall monitoring or other monitoring duties. If there is a problem area, the SRO may assist the school until the problem is resolved.

K. Work to develop rapport with students and a working relationship with student organizations, faculty, staff members, DISTRICT administrators, parents and community members.

L. Coordinate efforts with campus supervisory personnel, i.e., campus supervisors, hall monitors, and security personnel.

M. Maintain detailed, accurate and up to date records as required by the CITY, DISTRICT and/or school administrator/principal.

N. Attend, whenever possible, school and DISTRICT in-service training at the invitation of the District Safety Director, Superintendent or designee, or school administrator/principal.

O. Assume the position of Juvenile Detective within the Police Department and address juvenile delinquency issues and problems as well as work proactively with all law enforcement agencies that service the DISTRICT'S community.

P. Attend parent, faculty, student, administration and other meetings to provide information regarding the SRO program and provide opportunities for involvement and support.

Q. Provide information regarding community programs so that proper referrals can be made and appropriate assistance accessed, and refer students to school counselors as needed. These programs may include mental health programs, drug treatment programs, anti-bullying programs, etc. The SRO, after consulting with the school administrator, may make referrals to such agencies when necessary thereby acting as a resource person to the students, staff, faculty and administration. Referral guidelines shall be determined by school administration.

R. Maintain confidentiality of any and all information obtained in confidence and not disclose the information except as provided by the law or court order.

S. Maintain confidentiality of DISTRICT records and information in accordance with DISTRICT policies.

T. Perform other duties which will promote the purposes of the SRO program and which are mutually agreed upon by the DISTRICT and CITY.

U. Submit SRO Monthly Report Log by the 10th of each Month to the DISTRICT Superintendent, Police Commander, and Police Supervisor.

V. Attend Weekly Meeting with School Safety Officer and Bi-Monthly Meeting with School Safety Officer, Police Commander, Police Supervisor, and Principal(s). Any additions to the

above duties must be mutually agreed in writing upon by the CITY'S Chief of Police, the DISTRICT Superintendent or his/her designee.

ARTICLE III

The DISTRICT shall provide to the full-time SRO the following materials and facilities which are deemed necessary to the performance of the SRO program.

1. The DISTRICT shall provide a private office for the SRO to conduct matters of confidential business and access to records which are deemed necessary by the DISTRICT. The SRO shall maintain confidentiality of the records. The SRO shall confer with the school administrators/principal concerning confidentiality of records whenever necessary.
2. The DISTRICT shall provide a desk, filing cabinet with locking system and office furniture for use of the SRO.
3. Within legal requirements of confidentiality, the DISTRICT shall provide information regarding students who are currently suspended, expelled, excluded from extracurricular activities, or students or adults who are not supposed to be on or near the campus, to include any students who participate in an independent study program, or other off campus programs that do not require their presence on the school site.

ARTICLE IV

Appropriations -

The obligations of each party under this agreement are contingent upon adequate funds for that purpose being budgeted, appropriated, and otherwise made available.

ARTICLE V

Employment Status of School Resource Officer -

The SRO shall remain an employee of the CITY at all times while providing SRO services to the DISTRICT, and shall not be an employee of the DISTRICT. The DISTRICT and CITY acknowledge that the SRO is a law enforcement officer who shall uphold the law under the direct supervision and control of the Pacific Grove Police Department. The SRO shall remain responsive to the chain of command of the Pacific Grove Police Department.

The SRO shall be accountable to the Principal(s) of the school(s) for his/her behavior or conduct while at the school. The Superintendent or designee has the rights and responsibilities to report any alleged misconduct, non-compliance with the DISTRICT'S policies or other questionable behavior on the part of the SRO to the Chief of Police or to the Police Commander of the Pacific Grove Police Department. Such reports shall be made in writing unless circumstances dictate making such reports in person or by phone.

ARTICLE VI

The Chief of Police will ensure the SRO is a full time, certified police officer with the Pacific Grove Police Department and meets any relevant education, training and experience requirements as determined by the Department.

ARTICLE VII

Dismissal of School Resource Officer; Replacement –

1. In the event that the Superintendent or designee, District Safety Director, and/or Principal(s) of the schools in the Pacific Grove Unified School DISTRICT believe the SRO is not effectively performing his/her duties and responsibilities, the Superintendent may recommend to the Police Commander of the Pacific Grove Police Department the police officer who is assigned as the SRO be removed from the program, and shall state the reasons therefore, in writing. The Commander shall, as soon as practical, notify the Chief of Police of his/her recommendation. The Chief of Police, and/or designee shall meet with the DISTRICT Superintendent or designee to mediate or resolve any problems which may exist. If, within a reasonable amount of time after the commencement of such meeting, the problem cannot be resolved, the police officer assigned to the SRO position shall be removed from the program.
2. In the event of resignation, dismissal, or reassignment of the SRO, the Police Department shall provide a permanent replacement for the SRO as soon as practical.

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

SUBJECT: Monterey Bay Charter School Lease Agreement 2021-2022 Revision #16

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends approval of Lease Agreement Revision #16 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2022.

BACKGROUND:

Beginning in 2001, the District began leasing space at the David Avenue School to the Monterey Bay Charter School. Since then, there have been several revisions to the lease, either for additional space, increasing the rate, or extension of the term of the lease. The current lease expires on June 30, 2021.

Under Lease Revision #8, the MB Charter School increased its classroom space by adding the entire D Wing (4,800 square feet). At that time, the District cleaned and painted rooms, replaced broken windows, carpeting and lighting, and added electrical outlets as needed.

Under Lease Revision #9, the MB Charter School increased space by adding the Multipurpose Room (1,692 square feet, Total now 14,797 sf).

Under Lease Revision #10, the MB Charter School increased space by adding the storage room in the Multipurpose Room (327 square feet, Total now 18,224 sf).

Under Lease Revision #11, the MB Charter School increased space by adding Room E-4 (926 square feet, Total now 19,150 sf).

For 2018-19, the District charged monthly rent of \$0.952 per square foot for 19,150 square feet, for a total of \$218,769.60 per year in revenue.

For 2019-20, the District charged monthly rent of \$0.983 per square foot (3.26% increase) for 19,150 square feet, for a total of \$225,893.40 per year in revenue.

For 2020-21, the District did not increase the rent given the fiscal crisis impacted by the Covid 19 pandemic. The revenue was the same as 2019-2020.

INFORMATION:

At this time the District is recommending increasing the lease rate by 5.0% (from \$0.983/sf to \$1.03215/sf).

This will result in lease revenue of \$237,188.07 for the 2021-2022 year.

This is an increase of \$11,294.67

FISCAL IMPACT:

\$237,188.07 per year in revenue for Fund 40.

**Revision #16
of Lease Agreement between
Pacific Grove Unified School District
and
Monterey Bay Charter School**

This document revises language contained within the Agreement of April 5, 2001, as revised by:
 Revision #1 of August 9, 2002 (B-Wing, 6000sf, C-Wing 4,445 sf, E-3 960 sf = Total 11,405 sf)
 Revision #2 of September 24, 2002
 Revision #3 of February 16, 2006
 Revision #4 of May 19, 2006
 Revision #5 of August 6, 2009
 Revision #6 of August 10, 2010 (remove C-Wing restrooms and add B-Wing restrooms)
 Revision #7 of May 17, 2012 (add D-Wing 4800 sf = Total 16,205 sf)
 Revision #8 of May, 2013 (increase rent to \$0.812 per sf)
 Revision #9 of May 8, 2014 (increase rent to \$0.853 per sf and add MPR 1,692 sf = Total 17,897 sf)
 Revision #10 of May 21, 2015 (increase rent to \$0.895 per sf, add 327 sf storage room = Total 18,224 sf)
 Revision #11 of June 30, 2016 (increase rent to \$0.913 per sf, add 926 sf Room E-4 = Total 19,150 sf)
 Revision #12 of June 29, 2017 (increase rent to \$0.927 per sf)
 Revision #13 of June 8, 2018 (increase rent to \$0.9570 per sf)
 Revision #14 of June 20, 2019 (increase rent to \$0.983 per sf)
 Revision #15 of June 20, 2020 (no increase)

Revision #16:

1. Article 4 RENT: All rents shall be increased by 5.0% to reflect monthly rent of \$1.03215 per sf.
2. All other provisions as of Revision #11 remain unchanged.

Agreed to by:

Lessor: Pacific Grove Unified School District

By: _____
 Name: Song Chin Bendib
 Title: Assistant Superintendent
 Date: _____

Lessee: Monterey Bay Charter School

By: _____
 Name: Cassandra Bridge
 Title: Director
 Date: _____

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

SUBJECT: Contract for Services with David Sonderegger, E-Rate Filing Services

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with David Sonderegger to provide E-Rate filing services for the 2021-2022 fiscal year.

BACKGROUND:

David Sonderegger continues to provide assistance with the E-Rate filing process as in past years.

INFORMATION:

The district has received a direct reimbursement of \$143,050 in e-Rate funding for the 2020-2021 fiscal year. Additionally, there is a \$10,702 credit from connectivity service billing from MCOE who in turn will be refunded by USAC, Universal Service Administrative Company.

The reimbursement of \$143,050 will be used to help offset the purchase of Chromebooks as approved by the Board on June 4, 2020.

District also just applied for \$15,200 to help cover the cost of Internet and firewall service for the 2021-2022 fiscal year. In addition, the District is eligible for a 40% reimbursement/discount on a \$344k expense over the next four years. This is based on our current student free & reduced percentage.

The processes associated with those funding programs are time-consuming and complex, as are the processes used to actually capture that funding once approved.

The scope of service includes ensuring that 2021-2022 approved discounts are captured; assisting with updating enrollment data and filing for funding for the MCOE-provided internet service for 2022-2023; and assisting with any AT&T billing questions.

FISCAL IMPACT:

General Fund 01 \$12,000 (budgeted)

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 David Sonderegger for services rendered as specified below.

1. Scope of Service:

Assist with e-Rate filing, CTF, and general telecom management as needed to secure federal funding for Internet Service including Enhanced Firewall protection during the 2021-2022 fiscal year and beyond, and for continued work on recently filed applications for networking equipment and cabling. There may also be new applications for networking equipment and cabling for 2022-2023 per Proposal for Consulting, dated May 10, 2021 attached hereto and made a part hereof.

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

Expert consulting and assistance with the processes and applications for obtaining E-Rate funding

3. Length of the Contract:

Service is to be provided on the following date(s):
July 1, 2021 – June 30, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:
\$125 per hour for approximately 96 hours not to exceed the total sum of \$12,000
School Funding Source: General Fund 01
Account Code:_ 01-0000-0-0000-7700-5800-00-009-1228-0720

Consultant (Please print)_____ Email:_____

Address _____ Phone _____

Signed _____ Date _____

☐ District Employee X ☒ Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

District/Site Administrator

Date

Proposal for Consulting / Contract Services Pacific Grove Unified School District

Submitted by
David Sonderegger, Independent Consultant
May 10, 2021

This proposal is for consulting services focused on optimizing federal funding for the district's data communications network and Internet access service. The benefits of the service are expected to exceed the costs and contracting the work will significantly reduce the amount of district staff time.

Background – The Need for Expert Assistance with Funding Programs:

The district applied for and just received reimbursement for \$153,752 in e-Rate funding for the 2020-2021 funding year. That funding helped cover the district's Internet services and upgrades to wired and wireless networks on campus at all schools. District also just applied for \$15,200 to help cover the cost of Internet and firewall service for the 2021-2022 fiscal year. In addition, the district has a new pre-discount budget of approximately \$344k to cover additional upgrades to the wired and wireless networks on campus over the next four years. See details in the Outline of Proposed Services provided on page 3 of this proposal.

The processes associated with those funding programs are time-consuming and complex, as are the processes used to actually capture that funding once approved.

Qualifications of Contractor:

Consultant qualifications include an M.B.A. and twenty years of training and experience with e-Rate and with the types of services used by the district. He also has an excellent understanding of the complex post-funding processes required to capture the funding once it is committed.

He has worked closely with the Pacific Grove Unified School District for the eight years to provide the most modern technology at the lowest cost through competitive bidding and contracting, integrated with managing the e-Rate application and discount processes throughout the year.

Contracting Details:

Because the amount of time required can vary significantly, it is recommended that the proposed service be billed monthly for the time actually spent on the district's behalf. This arrangement will provide the best service at the lowest cost, while offering the flexibility to assist with other work at the direction of the District Technology Systems Coordinator.

The specialized work to be performed clearly meets the IRS's rules for contracting, and consultant agrees to use the standard contracts used by the District.

Although consultant does not anticipate having contact with students, he has fingerprints on file with Live Scan.

Budgetary Information:

Based on consultant's knowledge of the district's services, filings, and funding in progress, a "not-to-exceed" budget of \$12,000 is proposed for 2021-2022 fiscal year. That estimate is based on the assumption that the district will use some of its \$344k budget for upgrades to wireless networks on campus for 2022-2023.

At a very conservative hourly rate of \$125, that budget will cover 96 hours... less than two hours per week. Hours will be billed monthly as needed and will include status or progress on each activity. A description of the work projected for the 2021-2022 fiscal year is provided on the following page.

Please keep in mind that this is a budgetary estimate only, and that the actual number of hours required could be more or less depending on the e-Rate program review process and other factors. In no case will consultant invoice for additional hours without prior approval in writing from the district.

My contact information is shown below in case you have questions.

David Sonderegger, M.B.A.
Registered E-Rate Consultant # 16071142
19135 Garden Valley Way
Salinas, CA 93908
(831) 261-8197
dwsonde@comcast.net

Outline of Proposed Services:

2020-2021 E-Rate Funding:

All funding received and closed out, except for possible changes to the way Monterey County Office of Education (MCOE) invoiced for Internet service, which they will correct as needed. See email dated

2021-2022 E-Rate Applications:

Applications were recently approved for the Internet service and firewall provided by MCOE. Once the Internet is upgraded to two gigabits, we will file a Form 500 to correct speed and costs, then file and certify the 486 so MCOE can invoice correctly.

2022-2023 E-Rate Planning:

Category One: The new agreements with MCOE will be used for 2022-2023, so filing should be fairly easy. If bandwidth changes are needed, we can upgrade under the same agreements without a new bidding process.

We may also consider using Category One funding to replace existing routers at each site that connect to the district's private fiber network.

Category Two: The district has a new *pre-discount* multi-year budget of \$344k.

Note: Pre-discount refers to the fact that the e-Rate program pays 40% of the cost and the district pays 60% of costs, based on current enrollment. That budget can be used any of the next four years; and amount remaining after the 2025-2026 funding year will be forfeited. It will likely be used to partially fund additional upgrades to the wired and wireless networks to support a mixed teaching and learning environment and new applications on the horizon.

Voice Services No Longer Eligible for e-Rate Service: Ensure continued participation in the State Master Agreement called "CalNet" to ensure continued low rates for voice services.

The Unexpected: It is always good to include some time for the unexpected, such as unexpected new programs like the one below. The benefit of that program to Pacific Grove Unified School District is currently being evaluated.

On May 11, 2021, the Federal Communications Commission (FCC) released rules for the \$7.17 billion Emergency Connectivity Fund (ECF), a temporary federal program to enable schools to purchase internet service and laptops or tablets to connect students and school staff that lack adequate access necessary to support remote learning during the COVID-19 pandemic.

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

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

SUBJECT: Lease Agreement with The WAVE Youth Program of Pacific Grove

DATE: June 17, 2021

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the 2021-22 Lease Agreement with The Wave Youth Program of Pacific Grove. (The Wave)

BACKGROUND:

Since 2017, the district has opened the high school campus to The Wave. The Wave would utilize the High School facilities such as the tennis court, gymnasium, pool, classrooms (art, culinary, etc).

INFORMATION:

This 10-day summer program is open only to all Pacific Grove Unified School District (PG USD) students of middle school age, at no charge, and includes athletics, swimming, arts and crafts. The dates of the camp will be Monday through Friday, July 12-23, 2021, 8:30 a.m. – 4:30 p.m.

The Wave, on the Facilities Use Fees table, falls into Group 1A. This table was Board approved on October 3, 2019. In March, 2020, a representative from The Wave met with the Assistant Superintendent to discuss facility rates which resulted in an understanding of incremental increases over a three-year period. The first year, 2020-21 they would have paid \$8,200 but the program was not held due to the Covid pandemic. This year, based on their reduced facility request, due to Measure D construction projects, they would be charged \$10,080, however; according the incremental understanding, they are scheduled to pay \$10,000 and in 2022-23 they will have reached the level of Group 1A on the Facility Use Fee table.

FISCAL IMPACT:

Fund 40 \$10,000 revenue.

Lease Agreement
Between
Pacific Grove Unified School District
and
The Wave Youth Program of Pacific Grove

A. PURPOSE

The purpose of this lease agreement (hereinafter called “Agreement”) is to establish and document an agreement between Pacific Grove Unified School District (PGUSD) and The Wave Youth Program of Pacific Grove (The Wave), hereinafter collectively referred to as the “Parties,” for the purpose of creating a lease agreement to benefit students in the The Wave. The Wave Program agrees to accept only students from PGUSD who meet the requirements agreed upon by both parties.

B. PREMISES

For the purposes of this Agreement, the premises are identified as Facilities at Pacific Grove High School, 615 Sunset Ave., Pacific Grove, CA 93950.

C. LEASE TERM

The lease term shall be Monday through Friday, July 12, 2021 through July 23, 2021. A representative of The Wave shall enter their Facility Use Request via the Facilitron online reservation service.

D. LEASE DEPOSIT AND PAYMENT

For use of the premises, The Wave will pay to PGUSD a flat rate of \$10,000 for the 2021-2022 fiscal year. This is the fourth incremental increase with the goal to reach the fee schedule based on the Facilities Use Fee table, Group A level by 2022-2023.

E. USE OF PREMISES

The Wave accepts full responsibility for the use of the premises during the term of this lease. PGUSD understands only that The Wave proposes to conduct a 10-day summer youth program within the premises and takes no responsibility for said operation.

F. PREMISES CONDITION

The Wave accepts the condition of the premises as is and in no way expects PGUSD to modify the existing condition of the premises as a condition of this agreement.

G. TERMINATION

PGUSD shall, at its sole discretion, have the right to terminate this agreement subject to a 90-day written notice, which must be provided to The Wave prior to April 1, of each year.

H. AUTHORIZED REPRESENTATIVES

Correspondence and communication regarding this agreement and use of the premises shall be conducted only through authorized representatives of PGUSD and The Wave and shall not be delegated to persons who are not employees of PGUSD or The Wave.

I. INDEMNIFICATION

PGUSD shall indemnify, hold harmless and defend The Wave and its agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or

omission(s) of the Pacific Grove Unified School District in its performance of this Agreement.

The Wave shall indemnify, hold harmless and defend PGUSD and its trustees, officers, employees and agents from and against every claim, demand and/or liability which may be made by reason of the negligent acts or omission(s) of The Wave and its agents in their performance of this Agreement.

J. INSURANCE

The Wave shall at its sole cost and expense, procure and maintain throughout the term of this Agreement policies of general liability insurance and property and casualty insurance during the performance of the Agreement.

1. Comprehensive General Liability insurance providing coverage against claims for Bodily Injury or Death, and Property Damage. Such insurance shall provide protection to the limit of not less than \$1,000,000 combined single limit for Bodily Injury and Property Damage.
2. Workers' Compensation insurance statutory coverage including Employers Liability with limits of not less than \$1,000,000.
3. Comprehensive Automobile Liability with limits not less than \$1,000,000 each occurrence, combined single limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired vehicles.

The Wave shall notify Pacific Grove Unified School District at least thirty (30) days prior to cancellation or non-renewal of any such insurance.

Agreement to the above conditions and acceptance of this Agreement is confirmed by the execution of the document by the authorized representatives below.

Authorized Representative, PGUSD

Date

Authorized Representative, The Wave

Date

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

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

SUBJECT: Lease Agreement with Monterey Bay Swim Club

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Lease Agreement with the Monterey Bay Swim Club (MBSC).

BACKGROUND:

Since 2016-17, the Santa Clara Swim Club has been providing swim lessons to our students. In 2019, the club changed their name to Monterey Bay Swim Club. The current Lease Agreement ended June 30, 2020. No further agreement was made due to the pandemic which resulted in the school shut down.

INFORMATION:

The District has been providing free swim lessons to fifth and ninth graders for a number of years. This Lease Agreement with the Monterey Bay Swim Club will continue to provide free swim lessons to these two grade levels at no net cost to the District. Members of MBSC will be using the High School pool for free in exchange for providing the free swim lessons. The lease will commence on July 1, 2021 through June 30, 2022.

FISCAL IMPACT:

No net cost to the District.

LEASE BETWEEN PACIFIC GROVE UNIFIED SCHOOL DISTRICT AND MONTEREY BAY SWIM CLUB (MBSC)

This Lease is entered into between the Pacific Grove Unified School District (“District”) and Monterey Bay Swim Club (“Lessee”) for the swimming pool, locker room, and weight room facilities located at Pacific Grove High School at 615 Sunset Ave, Pacific Grove, CA 93950.

A. **Term:** The Term of this Lease shall be for the period July 1, 2021 through June 30, 2022, however; if it should become necessary in the District’s estimation that premises described in Lease be utilized for the District purpose, this lease is subject to cancellation with a 60 day-notice by either party prior to the expiration of the lease if Lease will not be renewed. Either party must give a 60-day notice to renew the lease agreement. If renewed, the lease shall continue under the same conditions as before for an additional term of one year. Lost time accrued by the Lessee from PG USD sports and programs will not be entitled to a monetary credit. The issuance of Lease is further conditional upon Lessee’s obtaining any necessary state and/or local operating or use permits, filing and maintaining its 501(c)3 status.

B. **Utilities Services:** Gas, electricity and water usage will not be assessed and waived as a condition of using the District’s facilities.

C. **Waste:** Lessee agrees that in using the above described premises, Lessee will not commit any waste or suffer any waste to be committed upon the premises.

D. **Fee:** The amount of the Lease is waived in exchange for the services provided by the Lessee listed in (E). MBSC pays zero rent in Facilitron and/or directly to PGUSD. PGUSD pays zero sum to MBSC for any swim lessons. There will be no net cost to the Pacific Grove USD.

E. **Use:** The premises described in this Lease shall be used by Lessee exclusively for the following purpose and no other purpose without the prior written consent of the District: the purpose(s) for which this Lease is intended are: Providing swimming instruction to the students specifically fifth (5th) and ninth (9th) grade students of the Pacific Grove Unified School District (PGUSD) ; and pool time use by the MBSC members. Details are listed in Exhibits A - E with including the swim schedule for the adults of Pacific Grove Adult School. PGUSD sports and programs will have priority to the use of the pool.

F. **Nuisance:** Lessee agrees that in using the above described premises, not to commit any public or private nuisance or any other act or thing which might or would reasonably be construed to disturb the quiet enjoyment of nearby property.

G. **Fingerprinting/Background Checks:** While providing swim lessons to District PE classes Lessee must comply with California Education Code Section 45125.1(g). All coaches hired by the Lessee shall be fingerprinted and criminal background investigation completed prior to providing the service mentioned in (E). Fingerprinting and background check fees are paid by the Lessee.

H. **Trade Fixture:** Lessee may not install on the premises any trade fixtures.

I. **Repairs:** All repairs and upgrades are at the expense of the District. At any time, the District can close the pool down if it feels that conditions are not safe for lessee to use. The District will provide one maintenance or custodial person one hour a day Monday through Friday. The District agrees to maintain, in good condition, the following:

1. The High School swimming pool/ "pool" including but not limited to pool deck
2. Heating of the pool
3. Chemical Balance of the pool
4. Filtration System
5. Lane Lines
6. "Finis" safety wall

J. **Insurance:** Lessee shall carry and maintain, during the entire term hereof, at its own cost and expense, the following types of insurance:

1. Comprehensive General Liability Insurance covering bodily injury and property damage in an amount no less than \$5,000,000 per occurrence, \$5,000,000 aggregate.
2. Comprehensive general liability insurance policy shall be endorsed with the language that "District, its officers and employees", is named as additional insured for all liability arising out of the operations in the performance of this Lease agreement.
3. The additional insured endorsement must be noted on a separate form which accompanies the Certificate of Insurance (COI).
- 4..The Certificate of General Liability shall list the "Certificate Holder" exactly as: "Pacific Grove Unified School District, 435 Hillcrest Avenue, Pacific Grove, CA 93950".
5. Lessee is required to take out and maintain during the life of this Lease Workers' Compensation Insurance.

K. **Hold Harmless:** Lessee agrees to indemnify and hold harmless the District Board of Education, officers, official employees, and agents from and against any or all loss, liability, expense, claims, cost, suits, and damage of every kind, nature and description directly or indirectly arising from the performance of activities or any use of the subject facilities.

L. **Parking:** Lessee shall have access to the parking lots located at Pacific Grove High School during the time the Lessee is using the pool facilities.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

By:_____

Date:_____

Title:_____

MONTEREY BAY SWIM CLUB

By:_____

Date:_____

Title:_____

Exhibit A:

Monterey Bay Swim Club (MBSC) use of pool time for its members

Projected Pool use times

- 1 hour weekdays M-F 6:00 a.m. to 7:00 a.m. 5 days per week
- 1.5 hours on Saturdays from 7:30 a.m. to 9:00 a.m.
- Approximately 1 hour to 3 hours in the p.m. 5 weekdays every week. The exact times will change depending on the PGHS water polo and swim team use.
During swim team and water polo training, the pool time for MBSC use will be halved.
- MBSC will share pool time with Adult swimmers on Tuesdays, Thursdays and Saturdays

Exhibit B:

Pacific Grove Elementary Schools 5th Grade Students Schedule

Robert Down Elementary School: 5th Grade students

- Seven weeks swim unit of 30 sessions of 30 minute instruction = 900 minutes or 15 hours of instruction
- Three 5th grade classes

Forest Grove Elementary School: 5th Grade students

- Seven 60-minute sessions which equaled to a total of 420 minutes or 7 hours of instruction
- Three 5th grade classes

High School: 9th Grade students

- Schedule to be provided when available

Exhibit C:

Pacific Grove High School Water Polo Schedule (Autumn)

Three (3) Teams of Water Polo 3:30 p.m. – 6:30 p.m. Monday – Friday.

Sharing with Adult Swim on Tuesdays, Thursdays, and Saturdays

See attached Boys and Girls Water Polo Proposed Pre Season Meeting Schedules
(subject to change at any time)

Exhibit D:

Pacific Grove High School Swim Team (Spring)

High School Swim Team Practices: 3:30 p.m. – 5:30 p.m. Monday – Friday.

Exhibit E:

Pacific Grove Adult Swim Schedule

Adult Swim June 22 – September 9 Tuesdays, Thursdays 5:30 p.m. – 7:15 p.m.
Saturdays 9:00 a.m. – 10:45 a.m.

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

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

SUBJECT: Agreement for Legal Services for 2021-22

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2021-22.

BACKGROUND:

Lozano Smith has been the District's legal counsel for several years, assisting with general and special education matters. The most recent rate increase was in 2013-14.

INFORMATION:

The agreement for 2021-22 school year contains no rate changes. Services are paid for through the Superintendents Professional and Consulting budget.

FISCAL IMPACT:

General Fun 01 budgeted \$100,000



AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2021, between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Client may choose to pre-pay for legal services. If Client elects to pre-pay, any amount of pre-payment will be held in trust by Attorney. Attorney will thereafter charge Client at 95% of the hourly professional rates on the attached rate schedule, reflecting a 5% discount, with such charges applying against the pre-paid amount on deposit until that amount is exhausted, at which point the hourly professional rates will be charged at 100% of the hourly professional rates on the attached rate schedule. The pre-payment and 5% discount do not apply to costs and expenses.

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and

description of services provided. Client shall pay Attorney's Statements within thirty (30) calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of

receipt upon delivery of that file. For all Statements received by Client from Attorney prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. Mediation. Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any


provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. NON-WAIVER. None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. NO THIRD PARTY RIGHTS. This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. ASSIGNMENT. The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
Pacific Grove Unified School District	Lozano Smith, LLP
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 06/01/2021



PROFESSIONAL RATE SCHEDULE
FOR PACIFIC GROVE UNIFIED SCHOOL DISTRICT

1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 350 per hour
Associate	\$ 215 - \$ 285 per hour
Paralegal / Law Clerk	\$ 135 - \$ 195 per hour
Consultant	\$ 135 - \$ 195 per hour

* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

** Rates for work performed by Senior Partners with 20 years of experience or more may range from \$350 - \$385 per hour.

2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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

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

SUBJECT: California School Board Association Membership

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2021-22 in the amount of \$8,210.00.

BACKGROUND:

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

INFORMATION:

Benefits of Membership

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

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

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

District will not contract for service of ELA.

FISCAL IMPACT:

General Fund 01 membership for California School Board Association dues for 2021-22 in the amount of \$7,777.00, has been budgeted. The membership cost increased \$433 from 2020-21.



California School Boards Association
(916) 371-4691

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

CONSENT N

Invoice Number **Invoice Date** **PO #**
INV-55775-D9C2S4 5/28/2021

Bill To:

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

Ship To:

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
CSBA	CSBA Membership (07/01/2021 - 06/30/2022)	\$8,210.00	1.00	\$8,210.00	
ELA	ELA Membership (07/01/2021 - 06/30/2022)	\$2,053.00	1.00	\$2,053.00	
<p>Dues not processed before September 15 will result in a disruption of services. Officers or employees of LEAs that have not paid dues by September will not be granted access to CSBA's Annual Education Conference and Trade Show. AEC registrations made absent membership dues will be canceled on September 15. Registrants will be refunded, minus a processing fee, and hotel reservations canceled on September 16.</p>					

Total Invoice: \$10,263.00 **Total Paid:** \$0.00 **Balance Due:** \$8,210.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-55775-D9C2S4	05/28/2021		\$10,263.00 \$8,210.00

Make checks payable to:

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

Bill To:

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

Regular Meeting of June 17, 2021

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

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

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

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the California School Board Association (CSBA) GAMUT Online Service Agreement dues for 2021-22 in the amount of \$2,495.00.

INFORMATION:

Benefits of GAMUT Online include providing Pacific Grove Unified School District with a web-based policy information service, incorporating the complete CSBA Policy Update Reference Manual- more than 800 sample policies, regulations and exhibits- with links to related resources.

FISCAL IMPACT:

General Fund 01 for GAMUT Online Service Agreement due for 2021-22 in the amount of \$2,495.00, has been budgeted.



California School Boards Association
(916) 371-4691

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

CONSENT O

Invoice Number **Invoice Date** **PO #**
INV-56795-W9F0S4 5/28/2021

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

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

Product Code	Description	Unit Price	Quantity	Extended Price	Terms
GAMUT/POLICY	Gamut Policy (07/01/2021 - 06/30/2022)	\$2,495.00	1.00	\$2,495.00	Net 30
<p>WAIT! Have you renewed your CSBA Membership for 2021/2022? Only CSBA members enjoy exclusive access to GAMUT and our valuable trainings and services. Don't forget to renew your CSBA membership by September 15 to maintain uninterrupted access.</p> <p>You should have also received a GAMUT service agreement with your renewal packet. Please email signed agreements to gamut@csba.org.</p>					

Total Invoice: \$2,495.00

Total Paid: \$0.00

Balance Due: \$2,495.00



PLEASE DETACH HERE AND RETURN BOTTOM STUB WITH PAYMENT



California School Boards Association

Customer Number	Invoice Number	Invoice Date	Terms	Balance Due
100588	INV-56795-W9F0S4	05/28/2021	Net 30	\$2,495.00

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

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

Regular Meeting of June 17, 2021

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

This Agreement is entered by and between the California School Boards Association (“CSBA”) and Pacific Grove USD of Pacific Grove, California (“Subscriber”) for the use of CSBA’s GAMUT services in accordance with the terms and conditions contained herein. This Agreement shall become effective (the Effective Date”) upon the execution and delivery hereof by the parties hereto.

1. Term and Renewal. CSBA shall provide the services described in this Agreement on an annual basis from July 1st to June 30th. This Agreement shall commence as of the Effective Date and shall continue in effect until June 30th of the same year (such initial term referred to in this Agreement as the “Initial Term”). THEREAFTER, THE TERM OF THE AGREEMENT SHALL BE AUTOMATICALLY RENEWED ANNUALLY FOR AN ADDITIONAL ONE (1) YEAR TERM FROM JULY 1st to JUNE 30th (referred to in this Agreement as a “Renewal Term”) UNLESS EITHER PARTY GIVES WRITTEN NOTICE OF NON-RENEWAL TO THE OTHER PARTY AT LEAST NINETY (90) DAYS PRIOR TO THE END OF THE INITIAL TERM OR ANY RENEWAL TERM HEREOF.

2. Grant of License. Subject to the TERMS OF SERVICE and PRIVACY NOTICE located at <https://simbli.eboardsolutions.com/termsofservice.pdf> and <https://eboardsolutions.com/privacy-statement/>, Subscriber is hereby granted a non-exclusive, non-transferable, non-assignable, non-sub-licensable license to access GAMUT (the “Service”) through the website provided by CSBA (the “Site”). All rights not specifically granted to Subscriber by this Agreement are reserved to CSBA.

3. Fees. For the license, Service, and training and support received pursuant to this Agreement, Subscriber agrees to pay CSBA the annual fees and set-up conversion fees described in Attachment A. Fees are calculated on annual fiscal year periods, pro-rated for a July 1 renewal, that begin on the subscription start date and each fiscal year anniversary thereof; therefore, Fees for subscriptions added in the middle of a monthly period will be charged for that full monthly period and the monthly periods remaining in the subscription term. To renew this Agreement after the Initial Term, Subscriber shall pay the applicable annual fee, in full. Fees for Renewal Terms may be subject to change. CSBA reserves the right to withhold or cancel access to GAMUT if said fees are not paid within 60 days of Subscriber’s receipt of an invoice from CSBA.

4. User Accounts. Subscriber is authorized to create an unlimited number of user accounts for its employees and officers. Third party user access is prohibited. Subscriber is responsible for creating user accounts, determining access levels for each user, and informing all users of their obligations and responsibilities pursuant to this Agreement and the Terms of Service. Subscriber shall take reasonable measures to prevent unauthorized access to the Service, including protecting usernames, passwords and other log-in information.

5. Training and Technical Support. All logged in users of the Service will have 24/7/365 access to the online user guide, including the Knowledge Base and Training Webinars and Videos. Additional training materials, webcasts and videos may be available through CSBA. Upon receipt of this signed Agreement, when applicable, CSBA will contact Subscriber to set up Subscriber's Site and to schedule any applicable training. Upon request, CSBA may provide onsite training at the Subscriber’s facility, subject to any training fees described in Paragraph 3 and Attachment A of this Agreement. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training. CSBA will provide timely support to Subscriber for the Service. CSBA shall not be responsible for supporting network, infrastructure, computing devices, or any third-party software applications installed on Subscriber's devices.

6. Proprietary Rights. Subscriber acknowledges that the Service, the Site, and all software and intellectual property used to create or maintain the Service or the Site are confidential and constitute trade

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

secrets and proprietary information. Subscriber has a right to access Subscriber's information hosted or stored on the Service but acknowledges and agrees that it holds no proprietary rights related to the Service or the Site. Any documents or files created by Subscriber on or uploaded by Subscriber to the Site belong to Subscriber, and Subscriber may use them as it sees fit, subject to applicable state and federal law and local policy. Subscriber agrees not to:

- (a) Modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Services except to the extent that enforcement of the foregoing restriction is prohibited by applicable law;
- (b) Circumvent any user limits or other timing, use or functionality restrictions built into the Services;
- (c) Remove any proprietary notices, labels, or marks from the Services (except to the extent Reseller is so permitted to for the purposes of re-branding the Services);
- (d) Frame or mirror any content forming part of the Services; or
- (e) Access the Services in order to build a competitive product or service, or copy any ideas, features, functions or graphics of the Services that are established as intellectual property or proprietary information; or to authorize or attempt to do any of the foregoing. Subscriber agrees not to sell, rent, license, distribute, transfer, directly or indirectly permit the sale, rental, licensing, distribution, use or transfer of the license or any right granted thereby, including permitting the use or dissemination of documentation related to the Service, to any other party, either during the term of this Agreement or at any time thereafter.

7. Data and Records. CSBA has no responsibility or liability for the accuracy of documents, files, data, or information uploaded to the Service or provided by Subscriber or Subscriber's users. For the duration of this Agreement, CSBA agrees to take reasonable steps to preserve and protect Subscriber information uploaded to the Service. For as long as Subscriber continues to subscribe to the Service, CSBA agrees to store Subscriber's data. CSBA may delete all of Subscriber's stored information ninety (90) days after the termination of this Agreement. Upon request by Subscriber made within ninety (90) days after the effective date of termination or expiration of the Service, CSBA will make available to Subscriber an export of Subscriber's data in a format determined by CSBA at no fee, or in a format requested by the Subscriber for a mutually agreed-upon fee not to exceed the additional cost of exporting to the requested format. After such ninety (90) day period, CSBA shall have no obligation to maintain or provide any of such Subscriber data and thereafter, unless legally prohibited, may delete all of such data on the Site systems or otherwise in CSBA's possession or under CSBA's control.

Subscriber acknowledges that documents, data, and information uploaded to the Service are not an official record and acknowledges its responsibility to create an archive of such materials when Subscriber desires them to serve as official Subscriber records. Subscriber agrees not to hold CSBA liable for any damage to, any deletion of, or any failure to store Subscriber information. CSBA is not the custodian of Subscriber's records for any purpose and will direct any third-party request for Subscriber's information or records to Subscriber. In the event Subscriber records are requested pursuant to a lawfully issued subpoena or court order, to the extent possible, CSBA agrees to inform Subscriber prior to responding.

Notwithstanding the provisions of this Agreement, CSBA may access, compile, record and/or distribute statistical analyses and reports utilizing aggregated data derived from information and data related to Subscriber's use of the Service.

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

8. Warranty. CSBA warrants that the Service will work in substantial accordance with purposes expressed in the Grant of License clause above. CSBA provides no other warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability, satisfactory quality, accuracy, and fitness for a particular purpose. Subscriber assumes all responsibility to provide and upgrade any hardware, computer operating system and/or software required to access GAMUT. CSBA does not warrant that functions contained in GAMUT will meet Subscriber's business requirements or that the operation of the service will be uninterrupted or error free.

9. Limit of Liability. IN THE EVENT OF A BREACH OF THIS AGREEMENT OR THE WARRANTY STATED ABOVE, SUBSCRIBER'S DAMAGES SHALL BE LIMITED TO THE AMOUNT OF THE ANNUAL FEE PAID BY LICENSEE FOR THE CURRENT YEAR. IN NO EVENT SHALL CSBA BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES (INCLUDING DAMAGES FOR LOSS OF PROFITS AND/OR SAVINGS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION OR OTHER PECUNIARY LOSSES) ARISING FROM THE USE OR INABILITY TO USE GAMUT OR THE SERVICE. SUBSCRIBER AGREES THAT DAMAGES DESCRIBED IN THIS PARAGRAPH ARE A REASONABLE ESTIMATION OF ANY LOSS SUBSCRIBER MAY SUFFER AND DO NOT CONSTITUTE A PENALTY.

10. Termination. This Agreement may be terminated by either party by giving the other party 60 days written notice. CSBA may also terminate this Agreement if Subscriber breaches any provision of this Agreement. If termination results from Subscriber's breach the annual fee, or any portion thereof, will not be refunded by CSBA. If termination results from Subscriber's written request, CSBA shall refund the pro rata portion of the annual fee for the balance of the fiscal year (July 1 - June 30) outstanding at the date of such termination. Termination for Subscriber's breach shall not alter or affect CSBA's right to exercise any other remedies available in law or equity for the breach.

11. Compliance with Laws. Subscriber is solely responsible for complying with state and federal laws, including the Americans with Disabilities Act of 1990 and those laws pertaining to open meetings and public information, including, but not limited to, the Ralph M. Brown Act and the California Public Records Act.

12. Indemnification and Duty to Defend. Except as otherwise provided in this Agreement, each party shall indemnify, defend, and hold harmless the other party, and its directors, officers, employees, agents and representatives, from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and expenses, (including legal fees and expenses) of any kind whatsoever imposed on, asserted against, incurred or suffered by the other party, or its directors, officers, employees, agents or representatives by reason of damage, loss or injury (including death) to persons or property resulting in any way from (a) any negligent or intentional act by it or any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder; or (b) any neglect, omission or failure to act when under a duty to act on its part or the part of any of its directors, officers, employees, agents or representatives in its or their performance of Services hereunder.

It is expressly understood and agreed that in any third-party action to obtain Subscriber's records from CSBA which is opposed by Subscriber, any cost to CSBA in opposing the request, including, but not limited to, attorney's fees and costs, shall be paid by Subscriber. It is also expressly understood and agreed that no personal liability whatsoever shall attach to any member of CSBA's Board of Directors, or to any of the officers, employees, agents or representatives thereof, by virtue of this Agreement.

13. Third Party Rights. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than CSBA and Subscriber.

**CALIFORNIA SCHOOL BOARDS ASSOCIATION
GAMUT SERVICE AGREEMENT**

14. Modification. The scope of work and any other terms of this Agreement may be modified only by a written agreement signed by both parties.

15. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

16. Entire Agreement. This Agreement constitutes the entire agreement and understanding of the parties. There are no oral understandings or other terms or conditions as regards to the subject matter hereof and neither party has relied upon any representation, express or implied, that are not otherwise contained in this Agreement. This Agreement supersedes all prior understandings, whether written or oral, and any such terms or conditions are deemed merged into this Agreement.

IN WITNESS WHEREOF, the parties do hereby certify that they are duly authorized to execute this Agreement.

California School Boards Association

Pacific Grove USD



Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

Signature

Printed Name

6/2/2021
Date

Title

Date

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

ATTACHMENT A

Subscriber is contracting for the Services and GAMUT Modules described in this Attachment. This Attachment may be updated to add or remove the specific GAMUT Modules that Subscriber is contracting for. By signing this Attachment Subscriber agrees to pay the fees described herein pursuant to the terms this Agreement. Any pro-rated reduction in fees or discounts will be indicated on the invoice. Annual subscriptions may be subject to change and services shall automatically renew unless either party gives written notice of non-renewal to the other party in accordance with the terms of this Agreement.

1. Annual Subscriptions. Subscriber agrees to pay the following annual fees for modules provided through GAMUT:

Module	Annual Fee
GAMUT Policy	\$2,495 (Existing Service)
GAMUT Policy Plus	Currently not subscribed
GAMUT Meetings	Currently not subscribed

GAMUT Policy provides Subscriber with online access to CSBA's Sample Policy Manual, including sample policies, regulations, bylaws, and exhibits and links to related policy resources.¹ The sample policies, regulations, bylaws, and exhibits to which Subscriber is given access are CSBA's proprietary materials, they are provided for the Subscriber's sole use, and may not be transmitted, reproduced, or distributed to others, in whole or in parts, without CSBA's prior written consent. By signing this Attachment Subscriber agrees not to share or reproduce CSBA's Sample Policy Manual or to use any part thereof in any training or presentation without CSBA's prior written consent. Subscriptions to GAMUT Policy without GAMUT Policy Plus or GAMUT Meetings do not include and individual Subscriber Site. Subscribers to GAMUT Policy may access CSBA's Sample Policy Manual through CSBA's GAMUT site. A link to the site and user accounts will be provided upon execution of this Agreement.

GAMUT Policy Plus provides subscribers access to CSBA Policy Manual Consultants during regular CSBA business hours for assistance with policy issues relating to the CSBA Sample Policy Manual and any updates to the CSBA Sample Policy Manual. Such consultation may include: (a) suggestions regarding editing, use and placement of policies within Subscriber's local policy manual, and/or (b) review of and suggestions regarding proposed policies, regulations and bylaws that are unique to the Subscriber. Such review is not intended to be and is not a substitute for advice from legal counsel. Consultation does not include drafting original policy language for the Subscriber. CSBA controls the "codification" of policies related to CSBA's Sample Policy Manual and reserves the right change the policy number and/or title of any policy related to CSBA's Sample Policy Manual in GAMUT.

¹ CSBA policy services provide sample policies, administrative regulations, bylaws and exhibits as a resource for school districts and county offices of education in developing their own policy manual and are not intended for exact replication or as a substitute for legal advice. CSBA's samples are a reflection of current law and do not necessarily express the personal or political opinions or viewpoints of CSBA, its Board of Directors, or its employees. Although CSBA's sample policies, regulations, bylaws and exhibits have been carefully crafted and thoroughly reviewed, they contain no warranty as to their sufficiency for addressing District's specific legal situations. Subscriber is cautioned to seek the advice of its legal counsel when confronted with legal questions or situations requiring legal advice.

CALIFORNIA SCHOOL BOARDS ASSOCIATION GAMUT SERVICE AGREEMENT

2. Training and Set Up Fees. Subscriber agrees to pay the following fees for the set up their GAMUT site and individual onsite training:

Site Set Up Fee ²	N/A
On Site Training Fee ³	N/A

California School Boards Association

Pacific Grove USD



Elaine Yama-Garcia, Esq.
Assistant Executive Director
Policy & Governance Technology Services

Signature

Printed Name

6/2/2021
Date

Title

Date

² Site setup fees do not include any data conversion. Separate charges for data conversion may apply. CSBA will consult with Subscriber before any such charges are incurred.

³ On Site Training fees do not include the cost of the CSBA trainer's travel expenses. Subscriber shall pay reasonable travel costs and expenses incurred by CSBA for any on-site training.

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

SUBJECT: Contract for Services with Casey Printing Inc. for Pacific Grove Adult Education's 2021-22 Schedule of Classes Brochures

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Barbara Martinez, Principal, Pacific Grove Adult Education;
Eric Saavedra, Coordinator, Pacific Grove Adult Education

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for service with Casey Printing Inc. to provide printing and delivery of the 2021-22 Adult School schedule of classes brochures.

BACKGROUND:

Pacific Grove Adult School distributes brochures to Pacific Grove and surrounding communities four times yearly – fall, winter, spring, and summer.

For the upcoming 2021-22 school year, Pacific Grove Adult School would like to issue the “booklet” style brochure, implemented in spring and summer of 2021 issues. This format gives the school’s brochure production team flexibility of designing and adding new content without raising production costs. The style is also easier to follow and read for our community members.

INFORMATION:

Pacific Grove Adult School requests to renew contract services with Casey Printing Inc. to print and deliver brochures for the four semester sessions of the 2021-22 school year.

The school received official quotes (3 in total) from FedEx, Folger Graphics as well as Casey Printing. Casey Printing’s quote was the lowest among the three companies.

FISCAL IMPACT:

The fiscal impact to Fund 11 is approximately \$16,588. This item has been previously budgeted from Fund 11 and will be budgeted from fund 11 for the 2021-22 school year.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

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

1. **Scope of Service:**
To provide: Print and deliver PGAE Brochure to USPS and Adult School Office each session.
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):
To provide printing services, including the delivery of the brochure.
3. **Length of the Contract:**
Service is to be provided on the following date(s):
Dates vary through the year. Contract for July 1, 2021 thru June 30, 2022
4. **Financial Consideration:**
Consultant to be paid at the rate of:
APPROX: \$4,147 four times per year (\$ varies by postal route and need.) (\$ per hr/day/other)
For Fall, Winter, Spring, Summer (hours/days/other) Varies
School Funding Source: Adult School Fund 11
Account Code: Varies with each session.

Consultant (Please print) Casey Printing Inc.

Address 398 E. San Antonio Dr. King City, CA 93930 Phone:831-385-3222

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐ 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

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

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

SUBJECT: Contract for Services with eSpark for Elementary Educational Software

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Buck Roggeman, Forest Grove Principal;
Sean Keller, Robert Down Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with eSpark Learning.

BACKGROUND:

The contract with eSparklearning.com provides an English Language Arts and Math supplemental software to provide targeted intervention based on students' demonstrated learning needs. The contract includes the following:

- Access to eSpark for 850 students at Forest Grove and Robert Down.
- Two start up training sessions for staff which teaches them how to use the program.
- Two data analysis sessions to teach staff to use student progress data from the program.
- Discounts for purchasing as a district and signing the contract before June 30, 2021

INFORMATION:

A pilot group of teachers at Forest Grove Elementary School and Robert Down Elementary School used eSpark as a supplemental software for English Language Art and Math last year. The pilot team found that the programs were more engaging for students than the previously used software while maintaining the ability to adapt to a student's learning level and target specific learning needs. This program will synch with the Measure of Academic Progress testing data, so our teachers will be able to prescribe specific learning programs based on our students' identified learning needs. The program will be an important part of learning recovery efforts resulting from the pandemic.

FISCAL IMPACT:

The contract covers the 2021-22 academic year (including Summer 2022). The cost is \$9,436 to be paid for out of our ESSER funding. This learning software will replace the one previously used and costs less.

1	eSpark Scope	Full Cost	20% Discount for all K-5	Select
	850 students <ul style="list-style-type: none"> ✓ Data-driven differentiation ✓ Assign skill practice ✓ Actionable small group suggestions ✓ eSpark Academy - Self-serve PD resources 	\$14,450	\$13,480	<input checked="" type="checkbox"/>

Add-On Options

2	Summer Access	Full Cost	Select
	Summer 2021 <p>Extend access for your students through the summer</p> <p>Watch Overview Video Here</p>	\$1,000	<input type="checkbox"/>

3	Live Professional Development (Recommended)	Full Cost	Select
	Live PD <p>Live, customized training (45-60 min) with up to 20 teachers & support staff</p> <p>Watch Overview Video Here</p>	\$1,200	<input checked="" type="checkbox"/> 2 Sessions

4	Data Analysis & Consultation	Full Cost	Select
	Data Analysis 2x yearly <p>Data analysis & recommendations to guide your reflection & celebration. Great for</p> <p>Watch Overview Video Here</p>	\$1,200	<input checked="" type="checkbox"/>

Pacific Grove Unified

Decision Timeline Discounts* for 2021-2022 School Year

(Totals reflect district license only; add-ons will be added only if checked and discounts will then be applied)

Plan

District Implementation

District Discount List Price

\$13,480

Regular Price: ~~\$16,850~~

Signed By 6/30/2021

% Additional 30% Discount

~~\$13,480~~

\$9,436

Signed By 8/31/2021

% Additional 25% Discount

~~\$13,480~~

\$10,110

* Discounts will be applied based on the signing date of the contract. The invoice date can differ from the signing date.

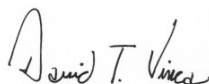
Pacific Grove Unified

2021-2022 School Year eSpark Quote

Quote Issued: May 10, 2021

Quote Expires: August 31, 2021

eSpark Learning Signature:



Date: 06/03/2021

Print Name: David Vinca

Title: Founder/CEO

District Signature:

Date:

Print Name:

Title:

Invoice Details:

Date to Invoice: Invoice after 7/1/21

Will a PO be required before invoicing? (If applicable)

Y / N PO#:

Payment Terms: Net 30 Days

District Contact for Invoicing:

Name:

Email:

Phone:

Please return via:

Email: contracts@eSparkLearning.com

Fax: 312-436-2488 **ATTN:** Accounting

Mail: eSpark Inc, 2045 W Grand Ave Ste B #39739
Chicago, Illinois 60612-1577

Contract Terms. This agreement will automatically renew annually unless either party gives written notice of termination at least ninety (90) days prior to expiration of the current Term.

Terms & Conditions: This proposal incorporates and is subject to the the terms & conditions and privacy policy on our website (<https://www.esparklearning.com/terms>) and constitutes a binding contract entered into between eSpark Inc., a Delaware Corporation and the entity listed above.

Confidential - This document contains information that is proprietary and confidential of eSpark, Inc. which shall not be disclosed outside the recipient's organization.

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

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

SUBJECT: Contract for Services with Premier Studios of California at Forest Grove Elementary School

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Buck Roggeman, Forest Grove Elementary School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Forest Grove Elementary School to provide photography services for the 2021-2022 school year.

BACKGROUND:

Premier has been our site photographer for several years. We are pleased with their professionalism and product. We will continue to use them for school photos.

INFORMATION:

Premier Studios will provide school pictures for the 2021-2022 school year.

FISCAL IMPACT:

There is no fiscal impact for this service to the school or the district. Premier Studios collects payment from the families who choose to purchase the photo packages directly from the company.

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 Premier Studios of California, for services rendered as specified below.

1. Scope of Service:

To provide: Photography services for Forest Grove Elementary School. 2021-2022

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

Premier Studios will provide photography services for school pictures

3. Length of the Contract:

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

2021-2022 school year

4. Financial Consideration:

Consultant to be paid at the rate of:

No charge to the school district. Payment comes in the form of payment for pictures by student families

School Funding Source: N/A

Account Code: N/A

Consultant (Please print) Premier Studios

Address 4756 W. Jennifer Ave. #101, Fresno, Ca 93722 Phone:559-274-9231

Signed _____ Date [Click or tap to enter a date.](#)

Email [Click or tap here to enter text.](#)

☐

District Employee

☒

X Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE [Click or tap to enter a date.](#)

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Premier Studios of California at Pacific Grove Middle School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Pacific Grove Middle School (PGMS) to provide photography services for the PGMS 2021-2022 school year.

BACKGROUND:

We used a different photography company in 2020-2021, but were not satisfied with their services and decided to go back to Premier Studios since they now offer online services.

INFORMATION:

Premier Studios will provide school pictures, ID's, Student of the month pictures, sports pictures, 8th grade Panorama picture and promotion pictures for the 2021-2022 school year.

FISCAL IMPACT:

There is no fiscal impact for this service to the school or the district. Premier Studios collects payment from the families who choose to purchase the photo packages directly from the company. The Student of the Month photos are free of charge to those families whose students make that qualification.

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 Premier Studios of California for services rendered as specified below.

1. Scope of Service:

To provide: Photography services for the middle school 2021-2022 school year.

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

Premier Studios will provide photography services for school pictures, student ID's, student of the month pictures, sports pictures, 8th grade panorama pictures, and 8th grade promotion pictures for the 2021-2022 school year.

3. Length of the Contract:

Service is to be provided on the following date(s):
2021-2022 school year.

4. Financial Consideration:

Consultant to be paid at the rate of:

Premier Studios does not charge the school or district for this service. They are paid when families purchase the photo packages directly from Premier Studios. The student of the month pictures are free of charge to those families whose students make that qualification. (\$ per hr/day/other)

For a month(hours/days/other)

School Funding Source: N/A

Account Code: N/A

Consultant (Please print) Premier Studios of California

Address 4746 W. Jennifer Ave. #101, Fresno, CA 93722 Phone:559-274-9231

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☐

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

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 3/2021

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

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

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

SUBJECT: Contract for Services with Premier Studios of California at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Pacific Grove High School (PGHS) to provide photography services for the PGHS 2021-2022 school year.

INFORMATION:

Premier Studios provides ID photos, school photos, senior portraits, and photography at Graduation. Parents may choose whether or not to purchase the photo packages. Payment is made directly to Premier Studios. Premier photographers come on campus and have direct contact with students under administration/staff supervision.

FISCAL IMPACT:

None.

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 Premier Studios for services rendered as specified below.

1. Scope of Service:

To provide : Photography services at PGHS

2. Evaluation and/or expected outcome(s):

Photography for student ID cards, senior portraits, photos at Graduation ceremony, school portraits

3. Length of the Contract:

Service is to be provided on the following date(s): 2021-2022 School Year

4. Financial Consideration:

Consultant to be paid at the rate of: n/a (parent paid)

School Funding Source: n/a

Account Code: n/a

Consultant: Premier Studios (Tom Hernandez)

Address: 4746 West Jennifer Ave Ste 101, Fresno, CA 93722 Phone: 559-274-9231

Signed _____ Date _____

Email: premierstudios@comcast.net

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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

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

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

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

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Beem Video and Photography at Pacific Grove Middle School to videotape the musical for the 2021-2022 school year.

BACKGROUND:

This is the second year that Beem Video has videotaped the musical.

INFORMATION:

Beem Video and Photography will complete a large scale musical production of our 2021-2022 Pacific Grove Middle School (PGMS) drama students. Parents can purchase the download to view the musical. The reason for the sale to view the musical is because PGMS Drama department self-funds their musicals.

FISCAL IMPACT:

The total contract for PGMS is not to exceed \$400.00 for the 2021-2022 school year and is paid by the PGMS ASB Drama 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 Beem Video and Photography for services rendered as specified below.

1. Scope of Service:

To provide: Videotaping the middle school musical for the 2021-2022 school year.

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

Beem video will videotape the musical production; make necessary edits for color and light. PGMS families will be able to purchase the download to watch the musical.

3. Length of the Contract:

Service is to be provided on the following date(s):
February 4, 2022 through February 6, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

\$400.00 (\$ per hr/day/**other**) Not to exceed \$400.00

For a month(hours/days/**other**)

School Funding Source: Middle School ASB Drama [Click or tap here to enter text.](#)

Account Code: 000855303535

Consultant (Please print) Beem Video and Photography

Address 836 2nd Street, Pacific Grove, CA 93950 Phone:805-801-9054

Signed _____ Date [Click or tap to enter a date.](#)

Email [Click or tap here to enter text.](#)

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☐

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

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

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

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

SUBJECT: Contract for services with Kaatz Photography at Pacific Grove Middle School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Kaatz Photography to provide photographic services for the Pacific Grove Middle School musical production for the 2021-2022 school year.

BACKGROUND:

This is the third year Ben Kaatz has photographed the Pacific Grove Middle School (PGMS) student musical production.

INFORMATION:

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

FISCAL IMPACT:

The total contract for PGMS is not to exceed \$300.00 for the 2021-22 school year, paid by the Pacific Grove Middle School ASB Drama 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 Ben Kaatz Photography for services rendered as specified below.

1. Scope of Service:

To provide: photography service for the middle school musical production for the 2021-2022 school year.

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

Students will be able to access digital images edited for color, light, and composition. Will deliver one set of full-size print files at print resolution and a set of smaller image files to be uploaded to PGMS online gallery operated by Ben Kaatz Photography for parent/student download

3. Length of the Contract:

Service is to be provided on the following date(s):
January 28 – January 30, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:
\$300.00 (\$ per hr/day/other) **Not to Exceed \$300.00**
For a month(hours/days/other)
School Funding Source: Middle School ASB Drama
Account Code: 000855303535

Consultant (Please print) Ben Kaatz Photography

Address 798 Lighthouse Ave., #114, Monterey, CA 93940 Phone:Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☐

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

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

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

SUBJECT: Contract for Services with Ellsworth Gregory at Pacific Grove Middle School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory to maintain and tune the piano for the 2021-2022 school year at Pacific Grove Middle School.

BACKGROUND:

Ellsworth Gregory has been tuning the piano at the middle school for the past 16 years.

INFORMATION:

Ellsworth Gregory will maintain and tune the piano as needed for the 2021-2022 school year.

FISCAL IMPACT:

The total contract for the middle school for the 2021-22 school year is not to exceed \$450.00, paid by the middle school instrumental music 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 Ellsworth Gregory for services rendered as specified below.

1. Scope of Service:

To provide: Piano tuning for the PGMS 2021-2022 school year.

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

PGMS piano will be properly maintained and tuned throughout the 2021-2022 school year.

3. Length of the Contract:

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

2021-2022 school year. Valid until 6/1/2022

4. Financial Consideration:

Consultant to be paid at the rate of:

\$125.00(\$ per hr/day/**other**) Piano tuning, not to exceed \$450.00

For a month(hours/days/**other**)

School Funding Source: Site music budget

Account Code: 01-0000-0-1155-1000-5800-00-005-1432-0720

Consultant (Please print) Ellsworth Gregory

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

Signed _____ Date [Click or tap to enter a date.](#)

Email [Click or tap here to enter text.](#)

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE [Click or tap to enter a date.](#)

Contract for Services Criteria

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

- (1) ☐ There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) ☐ The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) ☒ The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) ☐ The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
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- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

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

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve contract for services with Peninsula Sports, Inc. for the administrative fees for the 2021-2022 school year at Pacific Grove Middle School (PGMS).

BACKGROUND:

For the past several years Peninsula Sports, Inc. has provided referees for the Middle School sports activities. They are proposing to provide administrative fees for the 2021-2022 school year and PGMS will pay the referees through Arbiter-Pay Trust Account.

INFORMATION:

The firm currently provides the only opportunity for referees at our games

FISCAL IMPACT:

The total contract for 2021-2022 is not to exceed \$1,000.00 and is paid for by the Pacific Grove Middle School After-School Athletics 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 Peninsula Sports, Inc. for services rendered as specified below.

1. Scope of Service:

To provide: Scheduling of referees for Pacific Grove Middle School scheduled league Volleyball, Soccer, and Basketball games for the 2021-2022 school year.

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

Referees will attend each scheduled league game.

3. Length of the Contract:

Service is to be provided on the following date(s):
September 1, 2021 through May 31, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

\$1,000.00 (\$ per hr/day/**other**) school year, not to exceed \$1,000.00

For a month(hours/days/**other**)

School Funding Source: After school athletic budget

Account Code: 01-0000-0-1176-4200-5800-00-005-8000-0720

Consultant (Please print) Peninsula Sports, Inc.

Address 1732 Fremont Blvd., Suite 200B, Seaside, CA 93955 Phone: Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☐

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

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.
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- (6) ☐ The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

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

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Sports Inc. at Pacific Grove High School.

INFORMATION:

Peninsula Sports Inc. is the company that is the administrator of the referees for our region working with ArbiterPay. They recruit and schedule the referees for high school games.

FISCAL IMPACT:

\$7,000 ASB/Athletics

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 Peninsula Sports Inc. for services rendered as specified below.

1. Scope of Service:

To provide: To provide administrative support by scheduling referees for the 2021-22 sports season

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

PSI will provide all of the administrative support with scheduling and assigning referees for most games (except for lacrosse)

3. Length of the Contract:

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

Starting July 2021 – May 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

\$4,000.00 for the year (approximately...prices subject to change)

School Funding Source: Wells Fargo Bank – Athletics Department Fund - Undesignated

Account Code: #1965169244/400

Consultant (Please print) Tom Emery / Peninsula Sports Inc.

Address 1732 Fremont Blvd. Suite 200B Seaside CA 93955 Click or tap here to enter text.

Phone:831-375-3301

Signed _____ Date Click or tap to enter a date.

Email tom@psirefs.com

☐

District Employee

☒

X Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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.
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- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

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

DATE: June 17, 2021

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

RECOMMENDATION:

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

BACKGROUND:

Valerie Rhoades has created costumes for the Pacific Grove Middle School (PGMS) Drama department for the last 4 years.

INFORMATION:

This is the 4th year Valerie Rhoades has created the costumes for the PGMS musical.

FISCAL IMPACT:

The total contract is not to exceed \$500.00 for the 2021-2022 school year and is paid out of the ASB drama 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 Valerie Rhoades for services rendered as specified below.

1. Scope of Service:

To provide: Sew, create costumes for the Pacific Grove Middle School musical

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

Sew, create costumes for the middle school musical for the 2021-2022 school year.

3. Length of the Contract:

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

January 1 through February 4, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

\$500.00 (\$ per hr/day/other) Not to exceed \$500.00

For a month(hours/days/other)

School Funding Source: ASB Drama Budget

Account Code: 00855303535

Consultant (Please print) Valerie Rhoades

Address 405 Locust Ave., Apt. A, Pacific Grove, CA 93950 Phone:Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐ District Employee ☒ Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE Click or tap to enter a date.

Revised 3/2021

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.
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- (6) ☐ The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Valerie Rhoades at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades to provide costume services for the Pacific Grove High School musical production.

INFORMATION:

Valerie Rhoades had been creating and repairing costumes for Pacific Grove High School musicals for many years and will be continuing this service.

FISCAL IMPACT:

\$1,000 ASB/Musical, Drama

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 Valerie Rhoades for services rendered as specified below.

1. **Scope of Service:**
To provide: Costumer for the spring musical at Pacific Grove High School
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):
Create or modify costumes and work with any volunteers creating costumes for the actors
3. **Length of the Contract:**
Service is to be provided on the following date(s):
February 2022 – April 2022
4. **Financial Consideration:**
Consultant to be paid at the rate of:
To be paid between \$700 - \$1,000 for the duration of the contract

School Funding Source: Wells Fargo Associated Student Body Account/Musical
Account Code: #8994873977

Consultant (Please print) Valerie Rhoades

Address 405 Locust Avenue Apt. A Pacific Grove CA 93950 Phone:831-917-6713

Signed _____ Date Click or tap to enter a date.

Email no email available at this time

☐ District Employee ☒ X Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

☒ 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.
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- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Apolinario Vivit for musical instrument sanitization services for the Pacific Grove Middle School music department for the 2021-2022 school year.

BACKGROUND:

Vivit Instrument Repair provides musical instrument sanitization services for the middle school music department. This is a process that the District does not have the resources or equipment to perform.

INFORMATION:

Vivit Instrumental will sanitize musical instruments for the 2021-2022 school year.

FISCAL IMPACT:

\$500.00 Middle School site music 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

Apolinario Vivit DBA Vivit Instrument Repair for services rendered as specified below.

1. Scope of Service:

To provide: Sanitize musical instruments for PGMS music department.

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

Sanitize musical instruments for the Pacific Grove Middle School music department for the 2021-2022 school year.

3. Length of the Contract:

Service is to be provided on the following date(s):
2021-2022 school year

4. Financial Consideration:

Consultant to be paid at the rate of:

\$500.00 (\$ per hr/day/**other**) per school year.

For a month(hours/days/**other**)

School Funding Source: Site music budget

Account Code: 01-0000-0-1155-1000-5800-00-005-1432-0720

Consultant (Please print) Vivit Instrument Repair

Address 707 Pajaro St., Salinas, CA 93901 Phone:Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE Click or tap to enter a date.

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with California Transport/Towing

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with California Transport/Towing to provide school bus towing services, as needed.

BACKGROUND & INFORMATION:

When school buses break down they require towing services to various repair establishments. Invoicing will be done as needed.

FISCAL IMPACT:

Fund 01 General Fund
 \$2,000
 Budgeted Transportation
 2021-22 school year

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

This contract is an agreement between the Pacific Grove Unified School District and California Transport/Towing for services rendered as specified below.

1. **Scope of Service:**
To provide: School bus towing services
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):
Towing school bus to various locations for needed repairs
3. **Length of the Contract:**
Service is to be provided on the following date(s):
July 1, 2021 through June 30, 2022
4. **Financial Consideration:**
Consultant to be paid at the rate of:
\$150 per hour / Done as needed.
School Funding Source: Transportation
Account Code: 01-0000-0-0000-3600-5800-00-013-7900-0720

Consultant: California Transport/Towing

Address 124 Griffin St., Salinas, CA Phone:831-758-5760

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐ 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

Ref: Contract for Services Criteria

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

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

SUBJECT: Contract for Services with Discovery Charters

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Discovery Charters for the 2021-2022 school year.

BACKGROUND:

Discovery Charters 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, 6th grade science camp, 5th grade to Raging Waters, AVID students to attend college campuses, music students' transportation to various competitions, and so on.

INFORMATION:

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

FISCAL IMPACT:

Fund 01 General Fund
 \$30,000
 Budgeted - Transportation
 2021-22 school year

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 CHARTERS _____ **CONTRACTOR**

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>11020 Commercial Parkway</u>	<u>Castroville,</u>	<u>CA</u>	<u>95012</u>
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- 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 2021-2022 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:

\$30,000 - Not to exceed

Source of Funds: Fund 01 Transportation
01-0000-0-0000-3600-5820-00-000-7900-0720

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 __17th__ day of June, 2021.

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. -

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

SUBJECT: Contract for Services with Field of Dreams

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Field of Dreams for the 2021-2022 school year.

BACKGROUND:

The District requires maintenance, grounds and site custodians to wear District identifiable uniform shirts. We have purchased this apparel from various vendors and Field of Dreams does the embroidery of the District logo and the employee name on the items.

INFORMATION:

Field of Dreams provides embroidery service for District employees that is not available within the District.

FISCAL IMPACT:

Fund 01 General Fund
 \$1,000
 Budgeted Maintenance & Grounds
 2021-22 school year

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

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

1. Scope of Service:

To provide: District logo embroidery on uniform shirts and jackets

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

Maintenance, grounds and custodial employees will wear district identified uniforms

3. Length of the Contract:

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

July 1, 2021 – June 30, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

Rates determined by quantity of uniforms and logos required. This contract not to exceed the sum of \$1,000 for embroidery services only

School Funding Source: Fund 01, Maintenance & Operations, Grounds

Account Code: 01-8150-0-0000-8110-5800-00-001-6220-0720

Consultant (Please print) _____

Address _____ Phone _____

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

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

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

SUBJECT: Contract for Services with Field of Dreams Designs for Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Field of Dreams Designs for Pacific Grove High School.

INFORMATION:

Field of Dreams provides uniform embroidery service for several high school sports teams. Since various teams order with Field of Dreams Designs and various prices are charged for this service the contract is for an open amount which depends upon what is ordered. The contract is for the 2021-22 school year.

FISCAL IMPACT:

\$2,000 ASB/Athletics

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 Field of Dreams Designs for services rendered as specified below.

1. **Scope of Service:**
To provide Embroidery Service for Pacific Grove High School
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):
To Work with ASB and our sports teams to provide embroidery work on t shirts, caps, jackets etc.
3. **Length of the Contract:**
Service is to be provided on the following: Work is to be started in July 2021 – June 2022
4. **Financial Consideration:**
Consultant to be paid at the rate of:
Not to exceed \$2,000

School Funding Source: Wells Fargo Bank both Athletics account and ASB account
Account Code: #8994873977 and 19635169244

Consultant (Please print) Neil MacLaren - owner

Address P.O. Box 300 Pacific Grove CA 93950 Phone:8313926790

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐ 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

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

SUBJECT: Contract for Services with Jet Mulch Inc.

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Jet Mulch Inc. for placement of engineered playground fiber at the elementary schools.

BACKGROUND:

Playground fiber overtime becomes compacted or is lost through use and weather. Throughout the year fiber depth is measured for safety. Fiber can be raked and fluffed if a low spot(s) is discovered. Annually, the District's playground structures need additional wood chips to sustain the 12" depth to reduce injuries

INFORMATION:

Jet Mulch trucks in the playground fiber and blows it into the fall zone of the playground. Work can be done on a weekend so student use is not impacted. By using this service of blowing in the fiber it saves hours if not days from district personnel installing with a tractor and rake. District personnel can then be used for other high priority work.

FISCAL IMPACT:

Not to exceed \$10,000
Fund 14 Deferred Maintenance
Budgeted Maintenance
2021 - 22 school year

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:

Jet Mulch Inc	License #C27-800650		
CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
PO Box 1667	Capitola	CA	95010
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide and install Engineered Wood Fiber for the District's playground structures.

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:

Not to exceed \$10,000

Source of Funds: Fund 14

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

Lump sum upon completion of services rendered.

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 17th day of June, 2021

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. -

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

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

SUBJECT: Contract for Services with Lincoln Aquatics at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Lincoln Aquatics at Pacific Grove High School for the on-going lease of a CO2 tank.

BACKGROUND:

The swimming pool at Pacific Grove High School uses carbon dioxide to manage the pH level of the water. CO2 is an alternative to using acid or other harsh chemicals to control pH levels.

INFORMATION:

This item is for the monthly rental of the CO2 tank. Rental is slightly cheaper than purchase, given the lifespan of these tanks.

FISCAL IMPACT:

Fund – 01 General Fund
 Cost - \$125.00 / Month (\$1,500.00 / year)
 Budgeted - Maintenance and Operations
 2021-22 school year

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:

Lincoln Aquatics

License #1030530

CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID #

2051 Commerce Ave

Concord

CA

94520

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 **July 1, 2021** and shall be completed on **June 30, 2022**. This agreement shall thereafter continue on a year-to-year basis unless written notice of termination is given by either party at least 90 days prior to the expiration of the initial term or any annual extension thereof.
- 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:

Equipment lease of CarboMax 1000 Pool CO2 tank. To be located at the Pacific Grove HS Pool (615 Sunset Drive, Pacific Grove, Ca)

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:

\$125.00/Month

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.**
 - 3) Other _____

- L. 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 _17th_ day of ____June, 2021____

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. -

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

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

SUBJECT: Contract for Services with M3 Environmental Consulting

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board approve the contract for services with the M3 Environmental Consulting, for the 2021-2022 school year.

BACKGROUND:

The district requires professional services for environmental testing in district buildings.

INFORMATION:

M3 Environmental Consulting provides expertise and testing equipment not available within the district.

FISCAL IMPACT:

Fund 01 General Fund
 \$10,000
 Budgeted - Maintenance and Operations
 2021-22 school year

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:

M3 Environmental Consulting, _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>9821 Blue Larkspur, Ste. 100</u>	<u>Monterey,</u>	<u>CA</u>	<u>93940</u>
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 **July 1, 2021** and shall be completed on or before **June 30, 2022.**
- 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:

Environmental testing services, district-wide.

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 \$10,000.

Source of Funds: Fund 1 Maintenance & Operations

01-8150-0-0000-8110-5800-00-001-6220-0720

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

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

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 17th day of June, 2021 .

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. -

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

SUBJECT: Contract for Services with MoGo Urgent Care

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with MoGo Urgent Care for the 2021-2022 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.

INFORMATION:

MoGo Urgent Care provides medical services that are not available within the District.

FISCAL IMPACT:

Fund 01 General Fund
\$1,000
Budgeted Transportation
2020-21 school year

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

**This contract is an agreement between the Pacific Grove Unified School District and
MoGo Urgent Care, MONTEREY 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 2021-22 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 and to perform routine drug and alcohol testing for district bus drivers as required by CA law.

3. Length of the Contract: July 1, 2021 – June 30, 2021

4. Financial Consideration:

Consultant to be paid at the rate of: **\$125 per visit not to exceed \$1,000**

School Funding Source: Transportation

Account Code: 01-0000-0-0000-3600-5800-00-013-7900-0720

Consultant (Print Name) MoGo Urgent Care

Address 2020 Del Monte Avenue, Suite B, 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) X The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
- (4) The services are incidental to a contract for the purchase or lease of real or personal property. Contracts under this criterion, known as "service agreements," shall include, but not be limited to, agreements to service or maintain office equipment or computers that are leased or rented.
- (5) The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

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

SUBJECT: Contract for Services with Monterey Fire Extinguisher

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Monterey Fire Extinguisher for testing and recertification District-wide for the 2021-2022 fiscal year.

BACKGROUND:

Monterey Fire Extinguisher performs yearly recertification of fire extinguishers, testing of fire sprinklers, and recertification of fire hoses.

INFORMATION:

Labor, equipment, and materials not to exceed \$20,000.00 and billed per occurrence.

FISCAL IMPACT:

Fund 01 General Fund
 \$20,000 Budgeted Maintenance & Operations
 2021-22 school year

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:

MONTEREY FIRE EXTINGUISHER _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>4 Harris Ct., Ste. F</u>	<u>Monterey</u>	<u>CA</u>	<u>93940</u>
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- 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:

Fire extinguisher testing and maintenance, fire sprinkler testing, fire hose testing, district-wide. Time and materials rates will be submitted prior to each job.

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 the sum of \$20,000.00

Source of Funds: Fund 01 Maintenance & Operations
01-8150-0-0000-8110-5800-00-001-6220-0720

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

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

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 __17th__ day of June , 2021.

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. -

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

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

SUBJECT: Contract for Services with Monterey Bay Pest Control

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Monterey Bay Pest Control for the 2020-2021 school year.

BACKGROUND:

Monterey Bay Pest Control provides pest inspection and removal services at District sites.

INFORMATION:

Monterey Bay Pest Control provides expertise and equipment that is not available within the District.

FISCAL IMPACT:

Fund 01 General Fund
\$2,000
Budgeted Maintenance
2021-22 school year

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:

MONTEREY BAY PEST CONTROL _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>1997 Del Monte Blvd.</u>	<u>Seaside</u>	<u>CA</u>	<u>93955</u>
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- 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:

Pest control district-wide as needed.

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 the sum of \$2,000

Source of Funds: Fund 01 Maintenance & Operations
01-8150-0-0000-8110-5800-00-001-6220-0720

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

- 1) Lump sum upon completion of services rendered.
- 2) Quarterly - in accordance with provision of services as invoiced
- 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 __17th__ day of June, 2021.

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. -

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

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

SUBJECT: Contract for Services with Richard Enriquez, Certified Driver Instructor

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Richard Enriquez, certified driver instructor, for the 2021-22 school year.

BACKGROUND:

The District provides on-going instruction and training for school bus drivers. Mr. Enriquez provides these professional services for our employees as required by law.

INFORMATION:

Richard Enriquez will provide instruction and training in the safe operation of school buses to the District school bus drivers for the 2021-2022 school year.

FISCAL IMPACT:

Fund 01 General Fund
 Budgeted Transportation
 \$2,000
 2020-21 school year

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

RICHARD ENRIQUEZ for services rendered as specified below.**1. Scope of Service:**

To provide: Bus driver in-service, behind the wheel training, and documentation as required by the California Highway Patrol and Department of Education.

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

Training for school bus drivers as required every year by law

3. Length of the Contract:

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

July 1, 2021 through June 30, 2022 as needed

4. Financial Consideration:

Consultant to be paid at the rate of:

\$75/hour

Not to exceed the sum of \$2,000.

School Funding Source: 01-0000-0-0000-3600-5800-00-000-7900-0720

Consultant _____

Address _____

Signed _____ Date _____

~~District Employee~~ ☒ Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

SUBJECT: Contract for Services with Ruben Parra, Bus Driver Trainer

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Ruben Parra, bus driver trainer, for the 2021-22 school year.

BACKGROUND:

The District provides on-going instruction and training for school bus drivers. Mr. Parra provides these professional services for our employees as required by law.

INFORMATION:

Ruben Parra will provide instruction and training in the safe operation of school buses to our district school bus drivers for the 2021-2022 school year.

FISCAL IMPACT:

Fund 01 General Fund \$6,000
 Budgeted Transportation
 2021-22 school year

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

**435 Hillcrest Avenue
Pacific Grove, CA 93950**

CONTRACT FOR SERVICES

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

1. **Scope of Service:**
To provide: **Bus Driver In-Service, behind the wheel training, and documentation**
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):
10 hours of continued education training for school bus drivers per year required by law. Behind the wheel training for school bus drivers.
3. **Length of the Contract:**
Service is to be provided on the following date(s):
July 1, 2021 to June 30, 2022
4. **Financial Consideration:**
Consultant to be paid at the rate of:
\$75.00 per hr
For a month(hours/days/other)
School Funding Source: *Click or tap here to enter text.*
Account Code: *Click or tap here to enter text.*

Consultant (Please print): **Ruben Parra**

Address: **PO Box 6478, Salinas, CA 93912** Phone:

Signed _____ Date:

Email: **rparra@salinascity.k12.ca.us**

☐ District Employee ☒ Independent Consultant

Signed _____ Date _____
Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE *Click or tap to enter a date.*

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

SUBJECT: Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Memorandum of Understanding with Salinas City Elementary School District to provide additional transportation for field trips and athletics events for 2021-22.

BACKGROUND:

There are times when the District does not have enough buses or drivers for school field trips and/or athletics transportation. We need the additional service and have contracted with Salinas City Elementary School District in the past to fill in as needed.

INFORMATION:

Salinas City Elementary School District will provide school buses and additional drivers for the District, as described above, for the 2021-2022 school year.

FISCAL IMPACT:

Fund 1 General Fund
 Field trip rates are \$50.00 per hour and mileage is \$4.00 per mile.
 Budgeted Athletics Transportation
 2021-2022 School Year

2021-2022
MEMORANDUM OF UNDERSTANDING BETWEEN
**THE SALINAS CITY ELEMENTARY SCHOOL DISTRICT AND
PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

This memorandum of understanding is entered into on the **1st day of August, 2021**, between **Pacific Grove Unified School District (PGUSD)** and **Salinas City Elementary School District (SCESD)** in order to provide the district with transportation services upon request and in the event of an emergency. The SCESD will be providing the transportation vehicle(s) and driver(s) responsible for transporting the PGUSD students.

Transportation for additional students must be made in writing to the following parties:

**Matt Kelly, Director of Facilities & Transportation for PGUSD AND
Names of SCESD Ruben Parra**

Service Rates:

- Field Trips: **\$50.00 per hour and mileage is \$4.00 per mile**

Payment for Services:

PGUSD will be invoiced for services provided for the **2021-22 school year**. Payment for the transportation services will be due upon receipt of SCESD annual invoice.

Indemnity:

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, brought by any person or persons for or on account of any loss, damage, or injury to person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly except for intentional acts, arising or resulting from any alleged acts or omission of the indemnifying Party, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement.

Said contract shall be in force from **August 1, 2021 to June 30, 2022**. Either party reserves the right to terminate with 60 day notice for any reason if the arrangement is not beneficial to MCOE or to CUSD students. **Notification for continued services into the 2021-2022 school year must be given in writing to SCESD no later than April 15, 2021.**

Salinas City Elementary School District

Pacific Grove Unified School District

Authorized Signature Date

Song Chin Bendib Date
Assistant Superintendent
Finance and Business

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

SUBJECT: Sentry Alarm Systems Maintenance Contract

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the maintenance contract with Sentry Alarm Systems for all District fire alarm systems for the 2021-2022 fiscal year.

BACKGROUND:

Per the National Fire Alarm Association NFPA 72 school districts are required to monitor, test, maintain, and inspect fire warning equipment. It requires that “properly trained and competent persons perform inspections, testing, and maintenance.”

INFORMATION:

This contract brings all school sites and District office together under Sentry Alarm services for fire alarm maintenance, inspections and service calls.

FISCAL IMPACT:

Fund 01 General Fund
 \$26,000
 Budgeted Maintenance
 2021-22 school year

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:

Sentry Alarm Systems		License #619293	
CONTRACTOR		SOCIAL SECURITY NUMBER OR BUSINESS ID #	
8 Thomas Owens Way	Monterey	CA	93940
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- 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:

Respond to and resolve fire alarm service calls, quarterly monitoring inspections, fire alarm inspections, District-wide.

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:

Regular Service - \$125.00 for the first hour and \$32.50 per every 15 minutes thereafter.

OT Service - \$250.00 for the first hour and \$47.50 per every 15 minutes thereafter.

Emergency Service - \$250.00 for the first hour and \$187.50 per every hour thereafter.

Not to exceed \$26,000 for the district's fiscal year 2021-2022

Source of Funds: Fund 01 Maintenance

01-8150-0-0000-0000-8110-5800-00-001-6220-0720

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.

3) Other _____

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 _17th_ day of ____June, 2021.

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. -

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

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

SUBJECT: Contract for Services with Stark Leak Detection LLC District Wide

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Stark Leak Detection LLC to detect gas or water leaks District-wide for the 2020-21 fiscal year.

BACKGROUND:

Stark Leak Detection is used by the District Maintenance Department to identify underground gas or water leaks that cannot be located by maintenance personnel.

INFORMATION:

When gas or water leaks cannot be located at any of the District's sites Stark Leak Detection will be used. Stark has the specialized equipment to efficiently identify leaks that are underground and undetectable from the surface.

FISCAL IMPACT:

Fund 01 General Fund
\$2,000
Budgeted Maintenance
2021-22 school year

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

AGREEMENT FOR CONTRACTOR SERVICE

(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:

Stark Leak Detection		License # 201130010214	
CONTRACTOR		SOCIAL SECURITY NUMBER OR BUSINESS ID #	
429 San Juan Avenue	Santa Cruz	CA	95062
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

AGREEMENT FOR CONTRACTOR SERVICES (continued)

F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.

G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

Provide leak detection services for the 2021-2022 School Year on an “as needed” basis.

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:

\$2,000.00 (Two Thousand Dollars). Not to Exceed.

Source of Funds: Fund 01 Maintenance

01 – 8150 – 0 – 0000 – 8110 – 5800 – 00 – 001 – 6220 - 0720

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.
- 3) Other _____

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 17th day of June, 2021.

For the Site/Program:

For the Contractor:

Site/Program Administrator _____ Date _____

Name _____

For the District:

Title

Date _____

Director of Human Resources

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. -

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

SUBJECT: Contract for Services with Topes Tree Service, Inc.

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Tope's Tree Service, Inc. to provide removal of trees and debris as needed throughout the District.

BACKGROUND:

Tope's Tree Service provides removal of trees and debris as needed throughout the District.

INFORMATION:

Tope's Tree Service provides removal of trees and debris as needed throughout the District.

FISCAL IMPACT:

Fund 01 General Fund
\$40,000
Budgeted – Grounds
2020-21 school year

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:

TOPES TREE SERVICE, INC. _____ CONTRACTOR

SOCIAL SECURITY NUMBER OR BUSINESS ID # _____

<u>P. O. Box 51964</u>	<u>Pacific Grove,</u>	<u>CA</u>	<u>93950</u>
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- 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:

Removal of trees and debris as needed throughout the entire school district.

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 the sum of \$40,000.00

Source of Funds: Fund 01 Grounds

01-8150-0-0000-8110-5800-00-001-6250-0720

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

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

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 ____17____ day _____ June, 2021 .

of 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. -

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

SUBJECT: Contract for Services with Tri-County Fire Protection

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Tri-County Fire Protection for the 2020-2021 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:

Fund 13 Cafeteria
 Budgeted \$1,500
 2021-22 school year

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 # _____

<u>260-A Rianda St.</u>	<u>Salinas,</u>	<u>CA</u>	<u>93901</u>
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- 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

13-5310-0-0000-3700-5800-00-000-8200-0000

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 _17th_ day of June, 2021.

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. -

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

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

SUBJECT: Contract for Services with Wilson’s Plumbing

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Wilson’s Plumbing for the 2021-2022 school year.

BACKGROUND:

Wilson’s Plumbing provides testing services for domestic and fire water backflow assembly’s at school sites District-wide.

INFORMATION:

Wilson’s Plumbing provides expertise and equipment that is not available within the District.

FISCAL IMPACT:

Fund 01 General Fund
\$2,000
Budgeted Maintenance
2021-22 school year

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 # _____

<u>307 Grand Ave.</u>	<u>Pacific Grove,</u>	<u>CA</u>	<u>93950</u>
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 **July 1, 2021** and shall be completed on or before **June 30, 2022**.
- 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

01-8150-0-0000-8110-5800-00-001-6220-0720

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 __17th__ day of June, 2021.

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. -

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

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

SUBJECT: Contract for Services with F.A.S.T. Translations

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with F.A.S.T. Translations.

BACKGROUND:

Student Services needs to continue to provide translation services to parents and guardians in languages other than English.

INFORMATION:

By providing translators for parents and guardians speaking languages other than English, they will be able to fully participate in parent teacher conferences, 504 and IEP meetings.

FISCAL IMPACT:

Previously budgeted. Up to \$6,000
 School Funding Source: Student Services

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

F. A. S. T. Services for services rendered as specified below.**1. Scope of Service:**

To provide translation services to parents and guardians in languages other than English.

- 2. Evaluation and/or expected outcome(s):** Parents speaking languages other than English will have a thorough understanding of the school community, their child's academic progress, and the special education program and process, and will be able to participate in IEP meetings.

3. Length of the Contract:

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

July 1, 2021-June 30, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

\$90.00/hr for Spanish, \$130-\$150.00 for other languages, with a 2 hr. minimum assignment plus the IRS mileage reimbursement rate if traveling from out of the area. Cancellation policy; 24 hour notice for Spanish, 48 hour notice for other languages.

Contract not to exceed \$6,000.00

School Funding Source: 01-6500-0-5750-1180-5800-00-000-2375-0740

Consultant: F.A.S.T. ServicesAddress: 115 Capitol Street, Salinas, CA 93901

Signed _____ Date _____

☐ District Employee
☒ X Independent
Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

☒ 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

CONSENT UU

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

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with IsoRhythms Music Therapy

DATE: June 17, 2021

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Previously budgeted. 10 sessions a week for 40 weeks \$30,900
Funding Source: Special Education

**435 Hillcrest Avenue
Pacific Grove, CA 93950
CONTRACT FOR SERVICES**

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

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

1. Scope of Service:

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

2. Expected outcome(s):

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

3. Dates of Service:

August 2021-June 2022

10 sessions a week for 40 weeks

4. Financial Arrangements:

40 weeks serving 6 classrooms, consultation, music therapy adapted instruments and materials

Total projection \$30,900

Funding Source-01-6512-0-5001-3140-5800-00-000-1546-0740

Restricted State Mental Health funds only to be used for students on IEPs

Consultant: IsoRhythms Music Therapy

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

Signed _____ Date _____

☐ District Employee ☒ Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 9/05

Contract for Services Criteria

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

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

District/Site Administrator

Date



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

www.isorhythmsMT.com

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

Budget Proposal for PGUSD 2021/2022 SPED Music Therapy Services

2021/2022 REGULAR SCHOOL YEAR AND EXTENDED SCHOOL YEAR	
Services provided August 2021 - June 2022 PG Preschool 2 sessions/week, 40 weeks * Robert Down 2 sessions/week, 40 weeks * PG Middle 2 sessions/week, 40 weeks * PG High 2 sessions/week, 40 weeks * Forest Grove - 2 classes, 1 session/week each, 36 weeks ** Classroom music integration consultation as needed	\$29,400
Supplies adapted instruments & materials for all sites	\$1,500
TOTAL PROPOSED BUDGET	\$30,900

* 40 weeks determined assuming services begin the week of August 9, 2021 and end June 24, 2022. Taking school breaks/holidays into consideration, each month would have the following number of weeks of service: August (4), September (4), October (3), November (4), December (2), January (5), February (3), March (4), April (3), May (4), June (4)

** 36 weeks determined assuming services begin the week of August 9, 2021 and end May 27, 2022. Taking school breaks/holidays into consideration, each month would have the following number of weeks of service: August (4), September (4), October (3), November (4), December (2), January (5), February (3), March (4), April (3), May (4)

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

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

SUBJECT: Contract for Services with Planned Parenthood Mar Monte

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Planned Parenthood Mar Monte.

BACKGROUND:

Planned Parenthood offers relationships and sex education sessions to secondary students with moderate to severe disabilities utilizing specialized curriculum and materials. A parent preview session is conducted prior to the student sessions to inform parents and obtain their consent.

INFORMATION:

Students and parents from PGMS, PGHS and the Transition Program will be invited to participate in the Planned Parenthood education sessions covering the following topics; reproductive anatomy, relationships, boundaries, consent and safer sex. Parents will attend a preview session and give consent. Students will attend three education sessions.

FISCAL IMPACT:

Previously budgeted. \$500
LEA restricted funds

435 Hillcrest Avenue

Pacific Grove, CA 93950

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

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

Planned Parenthood Mar Monte-Coast Region for services rendered as specified below.

1. Scope of Service:

To provide one parent preview and consent session and three sex and relationship education sessions to secondary special education students that require a modified curriculum.

2. Expected outcome(s)

Students with disabilities will participate in three education sessions covering such topics as; reproductive anatomy, relationships, boundaries, consent, safer sex.

3. Dates of Service:

Services will be provided in during the 2021/2022 school year; date to be determined.

One-Parent preview and consent session

Three-Student education sessions

4. Financial Arrangements:

\$500 to be paid from LEA restricted funds

School Funding Source: 01-5640-0-1110-1000-4300-00-000-3000-0740

Consultant: Planned Parenthood Mar Monte

Address: 316 Main Street, Salinas, CA 93901

Signed _____ Date _____

☐ District Employee

☐ Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 9/05

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Psyched Services for Board Certified Behavior Analyst

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Psyched Services to provide Board Certified Behavior Analyst (BCBA) services.

BACKGROUND:

The BCBA will provide support to students, school staff and families by coordinating and providing services in Applied Behavior Analysis, functional behavioral analyses and assessment, to include behavior acquisition and reduction procedures via the development of a Behavior Support Plan and Escalation Cycle Management Plan. A BCBA will also provide ongoing support and consultation as it relates to the implementation and documentation associated with BSPs and ECMPs.

INFORMATION:

Some students manifest behaviors associated with their disability that intrude upon their ability to fully access their education and may intrude upon the learning of others. Larger school districts are able to employ a BCBA as a member of the special education team. For a district such as PGUSD, contracting with a BCBA as the need arises is most practicable. The need for BCBA services for individual students is determined by the student's IEP Team.

FISCAL IMPACT:

Up to \$10,000 Previously budgeted
Restricted mental health funds

435 Hillcrest Avenue

Pacific Grove, CA 93950

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

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

Psyched Services for services rendered as specified below.

1. Scope of Service:

To provide Board Certified Behavior Analyst (BCBA) services to include Functional Behavior Assessments classroom and parent consultation and recommendations.

2. Expected outcome(s)

Psyched School Psychologist with a BCBA will conduct Functional Behavior Assessments, attend IEP meetings to present a comprehensive and legally compliant report including recommendations for behavioral supports for students as determined by their IEP Teams.

3. Dates of Service:

July 1, 2021-June 30, 2022

4. Financial Arrangements:

Up to \$10,000

School Funding Source: 01- 6512- 0- 5001- 3140- 5800- 00- 000- 2350- 0740

State mental health restricted funds.

Consultant: Psyched Services

Address: Airport Blvd. Suite 400, Burlingame, CA 94010

Signed _____ Date _____

☐ District Employee ☒ Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 9/05

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with SNS Interpreting-Sign Language Interpreter

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Sharon Neumann Solow MA, CSC, SC:L, to provide sign language interpretation as needed for students and families.

BACKGROUND:

PGUSD will maintain compliance with the Americans with Disabilities Act by providing the needed support for individuals who require sign language interpretation.

INFORMATION:

Sharon Neumann Solow will provide sign language interpretation services as needed for meetings, teacher conferences and school events.

FISCAL IMPACT:

\$250 an hour, not to exceed 16 hours, totaling \$4000

School Funding Source: Unrestricted Contracts Pupil Services

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 **Sharon Neumann Solow, MA, CSC, SC:L (doing business as SNS Interpreting)** for services rendered as specified below.

1. **Scope of Service:**
 To provide sign language interpretation services as needed for meetings, teacher conferences and school events.

2. **Evaluation and/or expected outcome(s):**
 PGUSD will maintain compliance with the Americans with Disabilities Act by providing the needed support for individuals who require sign language interpretation.

3. **Length of the Contract:**
 Service is to be provided on the following date(s):
 SY 2021/2022. August 4, 2021 – June 30, 2022

4. **Financial Consideration:**
 \$250 an hour, not to exceed 16 hours, totaling \$4000
 School Funding Source: Unrestricted Contracts Pupil Services
 *Account Code: 01-0000-0-1110-3140-5800-00-000-5400-0750

Consultant: Sharon Neumann Solow dba SNS Interpreting
 Address: 1184 Arroya Dr., Pebble Beach, CA 93953

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) X The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
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- (6) The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

Ref: Contract for Services Criteria

Revised 02/15

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

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

SUBJECT: Memorandum Of Understanding With Carmel Unified School District For The Placement Of Students With Disabilities In Special Day Classes 2021/2022

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District (PGUSD) and Carmel Unified School District (CUSD) for the placement of students with disabilities in Special Day Classes for 2021/2022.

BACKGROUND:

Carmel Unified School District initially placed students in our Special Day Classes during the 2016/17 school year and would like to continue to develop this partnership in order to expand placement options for their students with special needs.

INFORMATION:

By entering into this MOU with Carmel USD we will create economy of scale and offset the cost of operating our special classes. The acceptance of students will be on a case by case basis and require renewal every school year through the IEP process. Inter-district transfer paperwork is not required for placement.

An Individual Service Agreement (ISA) is created for each student that details the cost of tuition, and related services (OT, PT, Speech Therapy) and the cost of extended school year. If a student requires a one to one aide and/or bus rider, CUSD is responsible to fund the personnel needed. CUSD will provide bus transportation for their students.

FISCAL IMPACT:

Projected Revenue:	
Tuition per student	\$41,200
Tuition ESY	\$5,150
Speech Therapy	\$92.70 an hour
Occupational Therapy	\$92.70 an hour
Physical Therapy	\$92.70 an hour



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Pacific Grove Unified School District, hereinafter referred to as LEA of operation, and the Carmel Unified School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2021 and ending June 30, 2022. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs whose primary disability is any of the following Visually Impaired, Deaf/Hard of Hearing, Autism Spectrum Disorder, Orthopedically Impaired, Intellectually Disabled, Emotionally Disturbed, Speech or Language Impairment, Physical Therapy, Mental Retardation and Therapeutic Intervention who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with the above exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

3. Definitions

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.

4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

6. Responsibilities of the LEA of Operation

The PGUSD, as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;
- c. Preparation of all required federal, state and local reports, and related accounting services;



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
 - e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
 - f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
 - g. Providing for the coordination of investigation and response to compliance and due process complaints; and
 - h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.
7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
 - b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
 - c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
 - d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
 - e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.
8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment,



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a ☐ monthly, ☐ quarterly, or ☒ semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services. Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this 17 day of June, 2021

Pacific Grove Unified School District
LEA OF OPERATION

Carmel Unified School District
LEA OF RESIDENCE

By:

By:

Dr. Ralph Porras
Typed or Printed Name

Trisha Dellis
Typed or Printed Name

Signature

Signature

Superintendent
Title

Acting Superintendent
Title

Date

Date

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

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

SUBJECT: Memorandum Of Understanding With Salinas Union High School District For The Placement Of Students With Disabilities In Special Day Classes 2021/2022

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Memorandum of Understanding between Pacific Grove Unified School District (PGUSD) and Salinas Union High School District (SUHSD) for the placement of students with disabilities in Special Day Classes for 2021/2022.

BACKGROUND:

Salinas Union High School District has placed students in our Special Day Classes and would like to continue to develop this partnership in order to expand placement options for their students with special needs.

INFORMATION:

By entering into this MOU with Salinas Union High School District we will create economy of scale and offset the cost of operating our special classes. The acceptance of students will be on a case by case basis and require renewal every school year through the IEP process. Inter-district transfer paperwork is not required for placement.

An Individual Service Agreement (ISA) is created for each student that details the cost of tuition, and related services (OT, PT, Speech Therapy) and the cost of extended school year. If a student requires a one to one aide and/or bus rider, SUHSD is responsible to fund the personnel needed. SUHSD will provide bus transportation for their students.

FISCAL IMPACT:

Projected Revenue:	
Tuition per student	\$41,200
Tuition ESY	\$5,150
Speech Therapy	\$92.70 an hour
Occupational Therapy	\$92.70 an hour
Physical Therapy	\$92.70 an hour



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

Agreement for Regional Operation of Special Education Programs

THIS AGREEMENT is entered into pursuant to the provisions of Part 30 of the Education Code of the State of California (commencing with Section 56000 et seq.) concerning the statewide operation of the Master Plan for Special Education, and in accordance with the provisions of the Individuals with Disabilities Education Act and Section 504 of Public Law 93-112, as amended, and state and federal regulations relating thereto. This Agreement is made by and between the Pacific Grove Unified School District, hereinafter referred to as LEA of operation, and the Salinas Union High School District, hereinafter referred to as the LEA/s of residence, participants in the Monterey County Special Education Local Plan Area, hereinafter referred to as SELPA.

The governing board of each participating LEA has approved this Agreement, and has authorized the execution of this Agreement by an authorized agent.

WHEREAS, each participating LEA's governing board has approved the *Monterey County Special Education Local Plan* and WHEREAS, this Agreement is written in furtherance of, and in accordance with said plan.

NOW THEREFORE, the aforesaid parties do hereby agree as follows:

1. Period Of Agreement

This Agreement is effective for the period beginning July 1, 2021 and ending December 31, 2021. This Agreement may be renewed at the end of that period. This agreement may be amended by mutual consent of the parties.

2. Purpose Of Agreement

This Agreement governs the maintenance of a system for delivery of specified services to individuals with exceptional needs whose primary disability is, Emotionally Disturbed, Speech or Language Impairment, Physical Therapy, Mental Retardation and Therapeutic Intervention who reside within the SELPA, and in accordance with the requirements of Education Code Section 56300 et seq.

This Agreement establishes the vehicle for the education of individuals with the above exceptional needs who reside within the SELPA in programs and classes conducted by the LEA of operation without any additional attendance agreements.

This Agreement defines the duties and responsibilities of each district for all program activities as specified in Education Code Section 56200 et seq.



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

3. Definitions

For the purposes of this Agreement the following definitions shall apply:

- a. LEA of operation – the LEA within the SELPA conducting special education programs and classes for individuals with exceptional needs on behalf of all LEAs within the SELPA or on behalf of several LEAs within a geographical region within the SELPA.
- b. LEA of residence – the LEA where the pupils attending classes conducted by the LEA of operation reside.

4. Compliance Assurances

Each of the SELPA's participating LEAs, by signature to the SELPA local plan has already certified that the LEA will comply with the provisions of state and federal laws and regulations related to special education, participation in state program reviews, and participation in state-wide assessments. The provisions of any new laws that may become effective during the period of this Agreement which relate to special education program delivery shall be incorporated herein. In addition, the LEA of residence agrees to utilize the appropriate resources of regular education in accordance with California Education Code 56303 and California Code of Regulations, Title 5, Section 3021 et seq., prior to referral for special education services as specified herein.

5. Individual Services Agreement

In addition to this agreement, the LEA of operation and the LEA of residence shall enter into an Individual Services Agreement (ISA) for each student served by the LEA of operation for the LEA of Residence. A separate ISA shall be required for the Extended School Year (ESY). The purpose of the ISA is to outline the specific services that shall be provided to the student and the projected cost for those services.

6. Responsibilities of the LEA of Operation

The PGUSD, as the LEA of operation, shall be responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in Part II, Chapter 8 of the *Monterey County SELPA Procedural Handbook*;
- b. Administrative support for the purposes of developing and implementing the regional program;
- c. Preparation of all required federal, state and local reports, and related accounting services;



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

- d. Provision of classrooms and other facilities as required to appropriately house the programs and classes;
 - e. Identifying which students intend to participate in ESY no later than April 30 and notifying the LEA of residence prior to May 10 regarding student intent to participate in ESY;
 - f. Initiating an ISA for each student to be served for both the regular school year and the extended school year and presenting the proposed ISA(s) to the district of residence for approval;
 - g. Providing for the coordination of investigation and response to compliance and due process complaints; and
 - h. Provision of food services to pupils attending regional programs conducted hereunder consistent with food services provided to all students within the LEA of operation.
7. Responsibilities Of The LEA Of Residence

The LEA of residence is responsible for the following:

- a. Implementation of the procedures for referrals, placements, IEP reviews, and reevaluations as specified in chapter 8 of the *Monterey County SELPA Procedural Handbook, Administrative Procedures*;
 - b. Arranging and providing for special transportation for those pupils with exceptional needs who are enrolled in classes conducted hereunder;
 - c. Signing and returning all ISAs for both the regular school year and ESY to the district of operation by the due date specified by the LEA of operation;
 - d. Cooperation and collaboration with the LEA of operation in investigating and responding to compliance and due process complaints; and
 - e. Retaining ultimate authority and responsibility for the provision of educational programs and services to its pupils regardless of who provides the programs and services.
8. Suspensions And Expulsions

When a student is being considered for disciplinary action that may result in a change of placement (suspension in excess of 10 days or expulsion), the LEA of operation shall notify the LEA of residence immediately. The LEA of operation will complete the manifestation determination, review or revise a behavior plan, if appropriate, and schedule an IEP team meeting to review the manifestation determination and behavior



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

plan. Beginning on the 11th day of suspension, the LEA of residence will offer an alternative interim placement pending the outcome of any expulsion hearing. The LEA of residence will hold the expulsion hearing within 30 days. If the student is expelled, the LEA of residence must provide for the student's educational needs during the period of expulsion

In the case of an expulsion, the LEA of residence shall notify the LEA of operation when the student has served the terms of his or her expulsion. The two LEAs will collaboratively schedule a re-entry IEP team meeting prior to the student returning to school. A representative from the LEA of residence will be required to attend the re-entry IEP meeting.

9. Payment For Services

Regional Programs Operated by Monterey County Office of Education

Each participating LEA of residence shall be responsible for its portion of the excess cost of operating the regional program. Determination of excess cost and method of payment for students being placed in a Monterey County Office of Education special education program shall be determined as outlined in the *Memorandum of Agreement Regarding MCOE Provided Special Education Programs and Transportation*.

Regional Programs Operated by a District

Payment for placement of students enrolled in a regional program operated by a district within the SELPA shall be based upon the following:

Special Class

Excess cost shall be based upon the revenue specific to the class (including AB 602 allocation, Federal Local Assistance Entitlement allocation, ADA, other state or federal grants, and any one-time funds) minus the total expenses for operation of the class (including salaries; benefits; specialized materials and equipment; personnel development; travel and conference; mileage; and an indirect cost equal to that charged to LEAs by the Monterey County Office of Education for regional services, unless otherwise agreed to by both parties). A per pupil amount will then be determined by dividing the excess cost by the total average enrollment of special education students in the regional program for the year. Each district with students served in the regional program will be responsible for the per pupil rate multiplied by the number of its students placed in the class.

Related Services

The operating expense for each related service provider assigned to the regional class shall be calculated (including salaries, benefits, specialized materials and equipment,



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

personnel development, travel and conference, mileage).

An average hourly rate shall be established for each type of related service based upon the prior year's actual expenditures. Each district with students enrolled in the class and provided with a related service, will be responsible for the hourly rate for each related service multiplied by the number of hours of service provided.

Individual Services

Each LEA of residence will be responsible for the full cost of services to an individual student, as outlined in the IEP. The decision to add a one-to-one instructional assistant to a student's IEP will only be made following the SELPA-approved process for determining need and with participation of a special education administrator/designee from the student's LEA of residence.

Using the three methods identified above, the LEA of operation will invoice each LEA of residence on a ☐ monthly, ☐ quarterly, or ☒ semi-annual basis. The LEA of operations shall provide the LEA of residence with the projected excess cost billback in the Individual Service Agreement for each student. Two times per year, the amount per student will be adjusted to reflect student exits and entries, changes in services required by the IEP, and actual expenditures for special classes and individual services. Adjustments to the billback charge for any of these reasons shall be pro-rated based on a daily per student rate. Final adjustments required following the last regular invoice of the school year must be submitted prior to September 30 of the subsequent year. Backup for adjusted costs will include relevant IEP pages or entry and exit dates. The LEA of residence shall remit payment to the LEA of operation within 30 days.

10. Hold Harmless and Indemnification

In compliance with the provisions of Section 895.4 of the Government Code of the State of California, each party hereto agrees to indemnify and hold the other party harmless from any and all liability, claims, loss, damages, judgments, penalties, costs, or expenses (including, without limitations, attorney's fees and court costs which are imposed upon or incurred by, or asserted against the Operating District) to persons or property arising out of, or resulting from, negligence acts or omissions of the indemnifying party.

11. Insurance

The LEA of operation shall maintain a program of liability, property damage, worker's compensation and auto insurance in amounts adequate to protect the LEAs of residence as their interests may appear.

12. Dispute Resolution



Monterey County Special Education Local Plan Area --- Regional Collaboration for Student Success

For disputes between the parties related to this Agreement, said dispute shall be resolved by using the following dispute resolution process, also provided in the *Monterey County SELPA Procedural Handbook*:

If an LEA disagrees with a decision or practice of another LEA or the SELPA Office, that LEA has a responsibility to discuss and attempt resolution of the disagreement with the party or parties directly involved. The parties involved will present the issues to their respective superintendents, or designees, who will attempt to resolve the matter. Either party may request the direct assistance of the SELPA Executive Director, or his/her designee. In the event the issue has not been resolved, either party may request review by the Superintendent's Executive Committee. If either party disagrees with the recommendation of the SELPA Executive Committee, either party may request that the issue be placed on the SELPA Governance Council agenda for a decision.

In the event the initiating or other affected agencies disagree with a decision of the Governing Council, the dispute will be resolved through the following alternative dispute resolution procedure.

1. The dissatisfied party shall issue a written request for formal dispute resolution as described herein. The written request shall include a description of the concerns to be addressed, with sufficient specificity as to permit the receiving party to clearly comprehend the disagreement and to formulate a response to the disagreement. The written request shall be submitted to the SELPA Executive Director.
2. Within 5 days of receipt of the request, the SELPA Executive Director will request that a mediator be appointed. Mediation shall be offered through a neutral individual or agency as determined appropriate by the Monterey County SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. Costs for mediation shall be assessed equally between all participating parties.
3. If the parties are unable to resolve their disagreement through mediation, the parties will request binding arbitration. Request for appointment of an arbitrator shall be made within 15 days following conclusion of the mediation process.

Arbitration shall be provided through neutral staff from American Arbitration Association (AAA) or another neutral agency as determined appropriate by the SELPA Executive Director and acceptable to all parties. The SELPA shall be considered a participating party. The decision of the arbitrator shall be final and binding upon all parties. The arbitration costs shall be assessed equally between all participating parties.



Monterey County Special Education Local Plan Area Regional Collaboration for Student Success

13. Severability/Waiver

- a. If any provision of this Agreement is determined to be illegal, unenforceable, or invalid, such provision shall in no way affect the validity of any other provision in this Agreement.
- b. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by an agent authorized by each party's governing board as set forth below.

Executed this 17 day of June, 2021

Pacific Grove Unified School District
LEA OF OPERATION

Salinas Union High School District
LEA OF RESIDENCE

By:

By:

Dr. Ralph Porras
Typed or Printed Name

Dan Burns
Typed or Printed Name

Signature

Signature

Superintendent
Title

Superintendent
Title

Date

Date

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

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

SUBJECT: Community Human Services Joint Powers Authority Allocation

DATE: June 17, 2021

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Annual membership fee is \$5,450
Funding has been allocated for this item to be paid through the General Fund.

www.chservices.org
831.658.3811 phone
831.658.3815 fax

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



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

April 16, 2021

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

Dear Dr. Gomez Porras,

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

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

For fiscal year 2021-22, the allocation requested of Pacific Grove Unified School District is \$5,450. This request is based on the February 2021 Consumer Price Index for the San Francisco, Oakland, San Jose region, rounded to the nearest hundred dollars.

Community Human Services (CHS) appreciates your years of support as a member of the JPA. Your membership provides a lot of benefits and services to Pacific Grove Unified School District youth and families. CHS also leverages local dollars with federal, state, and private sources, which greatly expands service levels in our community. Last fiscal year, CHS helped 3,315 people in Monterey County. Please see attached.

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

Sincerely,

Robin McCrae
Chief Executive Officer

C: John Paff, Board President
Cristy Dawson, CHS Board Representative
Finance Department

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

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

SUBJECT: Ratification of Transportation Contract for Services with Salinas Union High School District

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the ratification of the transportation contract for services with the Salinas Union High School District.

BACKGROUND:

This is a new service.

INFORMATION:

A student requires transportation to and from The Bay School located in Santa Cruz. Given, Salinas Union High School District is already transporting students to this location, we are entering into this agreement to share the cost of transportation. This contract covers extended school year only

FISCAL IMPACT:

\$8,640
 June 8, 2021 through August 3, 2021 (36 days @ \$240.00 a day)
 Funding Source-Special Education Transportation
 Not previously budgeted

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

Salinas Union High School District for services rendered as specified below.

1. Scope of Service:

To transport a PGUSD student to and from The Bay School in Santa Cruz for summer session.

2. Expected outcome(s)

Student will be transported one round trip every school day as per The Bay School summer session calendar.

3. Dates of Service:

June 8, 2021-August 3, 2021

4. Financial Arrangements:

36 days @ \$240.00 totaling \$8,640.00

School Funding Source: 01-0000-0-1110-3140-5800-00-000-5410-0750

Consultant: Salinas Union High School District

Address: Salinas Union High School District c/o Transportation Department,

431 West Alisal St., Salinas, CA 93901

Signed _____ Date _____

☐ District Employee X ☐ Independent Consultant *

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Asst. Supt./Supt.

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 9/05

Contract for Services Criteria

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

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

District/Site Administrator

Date

Summer Session (6-7-21 to 8-3-21) 2021

MEMORANDUM OF UNDERSTANDING BETWEEN
Salinas Union High School District AND
Pacific Grove Unified School District

This memorandum of understanding is entered into on June 7th, 2021, between the Salinas Union High School District (SUHSD) and Pacific Grove Unified School District (PGUSD) to provide transportation for PGUSD Special Education student(s) currently enrolled in an NPS special education program.

The SUHSD will be providing the transportation vehicle(s) and driver(s) responsible for transporting the PGUSD students.

2021 List of Students Being Transported:

The following students will be transported by SUHSD during the 2021 summer session for SUHSD (6-7-21 to 8-2-21).

_____ - The Bay School— 123 miles round trip (Beginning June 8th, 2018)
(Name of Student)

Transportation for additional students must be made in writing to the following parties:

Dan Burns, Superintendent

Gregg Allan, Manager

Payment for Services:

The SUHSD Transportation department will provide transportation for the summer session from 6-7-21 to 8-3-2021.

PGUSD will pay their portion at the daily rate of \$240 per day. Payment for the transportation services will be due upon receipt of the SUHSD invoice.

Indemnity:

Each Party shall indemnify, defend, and hold harmless the other Party and its officers, employees, agents, and volunteers from and against any and all claims, suits, actions, causes of action, losses, damage, or liabilities of any kind, nature or description, brought by any person or persons for or on account of any loss, damage, or injury to a person, property or any other interest, tangible or intangible, sustained by or accruing to any person or persons, howsoever the same may be caused, directly or indirectly, arising or resulting from any alleged acts or omission of the indemnifying Party, its officers, employees, agents or subcontractors arising out of or resulting from the performance of this Agreement. Said contract shall be in force from June 8th of 2021 to August 3rd, 2021.

Either Party reserves the right to terminate with a 30-day notice for any reason if the arrangement is not beneficial to SUHSD or PGUSD students. Notification for continued services into the 2021-2022 school year must be given in writing to SUHSD no later than July 21st, 2021.

Pacific Grove Unified School District

Song Chin Bendib 6/7/2021

Authorized Signature/Date

Salinas Union High School District

[Signature] 6/7/21

Authorized Signature/Date

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

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

SUBJECT: Ratification of Contract for Services with Erin Deegan, Costumer

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify the contract for services with Erin Deegan to provide costume services for the Pacific Grove High School musical.

BACKGROUND:

For the past several years, the Pacific Grove High School (PGHS) has produced a musical theater event. It takes many adult assistants to help with the production. We have several costumers and assistants who help Michelle Boulware put on the PGHS musical. This contract with Erin Deegan was overlooked at the time the others were submitted and is needed in order to reimburse her for expenses incurred.

FISCAL IMPACT:

\$1,002.38 PG Pride Grant for PGHS musical production

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 ERIN DEEGAN for services rendered as specified below.

1. Scope of Service:

To provide: Costume and production assistance for PGHS Musical

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

Create and modify costumes for PGHS Musical

3. Length of the Contract:

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

March - May, 2021

4. Financial Consideration:

Consultant to be paid \$1002.38 for costume expenses as invoiced

School Funding Source: PG Pride Grant

Account Code: 01-9011-0-1110-1000-4300-00-006-5995-0720

Consultant (Please print) Erin Deegan

Address: 921 Fountain Ave, Pacific Grove, CA 93950 Phone: 847-401-1056

Signed _____ Date :

Email: edeegan@sbcglobal.net

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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

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

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

SUBJECT: Contract for Services with Third Watch Security and Investigations

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Third Watch Security and Investigations to provide security services surrounding the 2021-2022 Pacific Grove High School graduation ceremony.

BACKGROUND:

These services have been provided by other vendors in the past. They provide overnight security personnel stationed at the stadium to prevent vandalism and/or pranks.

FISCAL IMPACT:

General Fund \$720 Budgeted

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

Third Watch Security and Investigations for services rendered as specified below.

1. Scope of Service:

To provide : Security services for PGHS Graduation

2. Evaluation and/or expected outcome(s):

Security services day prior through day of Graduation Ceremony

3. Length of the Contract:

Service is to be provided on the following date(s): 2021-2022 School Year

4. Financial Consideration:

Consultant to be paid at the rate of: \$60 per hour

For: 12 hours

School Funding Source: PGHS Site Funds

Account Code: 01-0000-0-1110-2700-5800-00-006-7205-0720

Consultant: Third Watch Security and Investigations

Address: 2555 Garden Rd Ste C, Monterey, CA 93940 Phone: 831.856.5252

Signed _____ Date _____

Email: ssummers@3rdwatchsecurity.org

☐ District Employee ☒ Independent Consultant

Signed _____ Date _____

Site/Program Administrator

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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.
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- (6) ☐ The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Federico's Embroidery at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Federico's Embroidery to provide embroidery services to place recognition insignia on Graduation stoles.

INFORMATION:

There are approx. 20 stoles. This service has historically been funded through CTEIG monies, but will be funded through site funds going forward.

FISCAL IMPACT:

General Fund \$500 Budgeted

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 Federico's Embroidery for services rendered as specified below.

1. Scope of Service:

To provide : Embroidery services for Graduation stoles

2. Evaluation and/or expected outcome(s):

Graduation stole embroidery

3. Length of the Contract:

Service is to be provided on the following date(s): 2021-2022 School Year

4. Financial Consideration:

Consultant to be paid at the rate of: \$500 total

School Funding Source: PGHS Site Funds

Account Code: 01-0000-0-1110-2700-5800-00-006-7205-0720

Consultant: Federico's Embroidery

Address: 542 Abrego St, Monterey, CA 93940 Phone: 831-646-0453

Signed _____ Date _____

Email: dave@federicosembroidery.org

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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.
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- (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.
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- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Ratification of 2020-2021 Contract for Services with Planned Parenthood Mar Monte at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify the contract for services with Planned Parenthood Mar Monte at Pacific Grove High School for 2020-21.

BACKGROUND:

Planned Parenthood offers relationship and sex education sessions to secondary students utilizing a comprehensive curriculum.

In previous years, Planned Parenthood has provided these sessions at no cost to the District because they were funded by other means. This year, unbeknownst to the District, that funding was no longer being provided. We have received an invoice for \$1,200 for the 2020-21 sessions that were presented in the months of March and May. We need to ratify this contract in order to pay the invoice.

FISCAL IMPACT:

General Fund \$1,200 Curriculum 2020-2021

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 Planned Parenthood Mar Monte for services rendered as specified below.

1. Scope of Service:

To provide : Comprehensive Sex Education Curriculum

2. Evaluation and/or expected outcome(s):

In accordance with AB 329, students from PGHS will be invited, with parental consent, to participate in a comprehensive sex education sessions covering topics such as reproductive anatomy, relationships and boundaries, consent and safer sex.

3. Length of the Contract:

The online sessions were provided in March and May, 2021.

4. Financial Consideration:

Consultant to be paid at the rate of: \$1200

School Funding Source: District Curriculum

Account Code: 01-0000-0-1110-2130-5800-00-009-1560-0730

Consultant: Planned Parenthood Mar Monte

Address: 1691 The Alameda, San Jose, CA 95126-2203 Phone: 1-877-855-7526

Signed _____ Date _____

☐ District Employee ☒ Independent Consultant

Signed _____ Date _____

Site/Program Administrator

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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.
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- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Planned Parenthood Mar Monte at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Planned Parenthood Mar Monte at Pacific Grove High School for 2021-22.

BACKGROUND:

Planned Parenthood offers relationship and sex education sessions to secondary students utilizing a comprehensive curriculum.

INFORMATION:

For the 2021-22 school year, in accordance with AB 329, students from the high school will be invited, with parental consent, to participate in comprehensive sex education sessions covering topics such as reproductive anatomy, relationships and boundaries, consent and safer sex.

FISCAL IMPACT:

General Fund \$1,200 Curriculum

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 Planned Parenthood Mar Monte for services rendered as specified below.

1. Scope of Service:

To provide : Comprehensive Sex Education Curriculum

2. Evaluation and/or expected outcome(s):

In accordance with AB 329, students from PGHS will be invited, with parental consent, to participate in a comprehensive sex education sessions covering topics such as reproductive anatomy, relationships and boundaries, consent and safer sex.

3. Length of the Contract:

Service is to be provided on the following date(s): 2021-2022 School Year

4. Financial Consideration:

Consultant to be paid at the rate of: \$1200

School Funding Source: District Curriculum

Account Code: 01-0000-0-1110-2130-5800-00-009-1560-0730

Consultant: Planned Parenthood Mar Monte

Address: 1691 The Alameda, San Jose, CA 95126-2203 Phone: 1-877-855-7526

Signed _____ Date _____

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator

☐

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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.
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- (6) ☐ The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Service with Parchment Services at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Parchment Services to provide electronic transcripts at Pacific Grove High School.

INFORMATION:

Colleges now prefer digital transcripts. Parchment Services offers the ability for students to logon and request transcripts be sent to the institution of their choice. The service gives all current students unlimited transcripts at no cost. Alumni will be able to utilize the service at a cost of \$4.15 per transcript.

FISCAL IMPACT:

Fund 21 Measure A Technology Bond \$2,000

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 Parchment Services for services rendered as specified below.

1. Scope of Service:

To provide : Digital Transcript services from Parchment Services

2. Evaluation and/or expected outcome(s):

Digital transcript services for Pacific Grove High School students and alumni

3. Length of the Contract:

Service is to be provided on the following date(s): 2021-2022 School Year

4. Financial Consideration:

Consultant to be paid at the rate of: \$2000 per year and \$4.15 each for alumni

School Funding Source: District Office

Account Code: Measure A Tech Bond

Consultant: Parchment Services Inc

Address: 7001 N Scottsdale Rd, Ste 1050, Scottsdale, AZ 85253

Signed _____ Date _____

Email: contracts@parchment.com

☐ District Employee ☒ Independent Consultant

Signed _____ Date _____

Site/Program Administrator

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

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

Signed _____ Date _____
Director of Human Resources

Signed _____ Date _____
Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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.
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- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Service with Pacific West Water Purification, Inc. at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve a contract for services with Pacific West Water Purification, Inc. to provide service to a reverse osmosis drinking water system at Pacific Grove High School.

BACKGROUND:

The District had been purchasing 3-gallon jugs of water that were placed on a ceramic dispenser that often became contaminated with algae.

INFORMATION:

Pacific West Water Purification, Inc. will maintain and service a reverse osmosis water system in the A-Wing staff lounge that provides filtered water.

FISCAL IMPACT:

General Fund \$250.00 Budgeted

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 Pacific West Water Purification, Inc. for services rendered as specified below.

1. **Scope of Service:**
To provide : Maintenance and service of reverse osmosis drinking water system
2. **Evaluation and/or expected outcome(s):**
Filtered drinking water
3. **Length of the Contract:**
Service is to be provided on the following date(s): 2021-2022 School Year
4. **Financial Consideration:**
Consultant to be paid at the rate of: \$250 per year

School Funding Source: Site Funds

Account Code: 01-0000-0-1110-2700-5800-00-006-7205-0720

Consultant: Barry Haylings

Address: PO Box GH, Pacific Grove, CA 93950 Phone: 831-375-5888

Signed _____ Date _____

Email: bhaylings@gmail.com

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE

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.
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- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Josh Shipp Productions LLC dba Top Youth Speakers at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Josh Shipp Productions LLC dba Top Youth Speakers at Pacific Grove High School.

INFORMATION:

Josh Shipp Productions LLC dba Top Youth Speakers is the representative for Ashley Bendiksen. She will be speaking on August 11, 2021, during our Back to School Rally.

FISCAL IMPACT:

General Fund \$1,900 Budgeted
ASB \$2,000

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

Josh Shipp Productions, LLC dba Top Youth Speakers for services rendered as specified below.

1. Scope of Service:

To provide: To provide a guest speaker

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

Josh Shipp Productions LLC dba Top Youth Speakers will provide a speaker of our choosing from their list of speakers that are appropriate for high school students in a motivational back to school rally. The speaker that was chosen is Ashley Bendiksen.

3. Length of the Contract:

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

August 11, 2021

4. Financial Consideration:

Consultant to be paid at the rate of:

\$3,900.00 for the one-time event

School Funding Source: Wells Fargo Bank – Associated Student Body Leadership account/Site Funds

Account Code: #8994873977 sub account #500/TBD

Consultant (Please print) Brandon Spinazzola.

Address PO Box 852 Morgan Hill, CA 95038 Phone:800-799-1460 x 1

Signed _____ Date Click or tap to enter a date.

Email brandon@topyouthspeakers.com

☐

District Employee

☒

X Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

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

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

SUBJECT: Contract for Services with ImPact Applications, Inc. at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with ImPact Applications, Inc. at Pacific Grove High School.

INFORMATION:

ImPact Applications. Inc. provides concussion management through an online service for schools.

This service is important for the sports program since it provides a baseline for concussion protocol as well as providing post injury assessments for the future health of our athletes.

FISCAL IMPACT:

\$655 ASB/Athletics

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 ImPact Applications Inc. for services rendered as specified below.

1. Scope of Service:

To provide Concussion baseline testing and post injury evaluation tests

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

Impact Applications will provide 400 baseline tests and 10 post injury tests which is part of their Package #2 for high schools. They will provide phone support as well as email support. All upgrades to their software are included in the price.

3. Length of the Contract:

Service is to be provided on the following: this is a yearly subscription August 1, 2021 – May 2022

4. Financial Consideration:

The price for the year is \$655.00

School Funding Source: Wells Fargo Bank Athletics Department Fund sub account Undesignated

Account Code: #1965169244/400

Consultant (Please print) Val Brown – West Coast Region account manager

Address 2140 Norton Ave Ste 115 Coralville, IA 52241 Phone:877-646-7991 opt 3 or 504-450-6279

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

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

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

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

SUBJECT: Contract for Services with Daniel Marquez dba DJ Dan Utica at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Daniel Marquez dba DJ Dan Utica at Pacific Grove High School.

BACKGROUND:

DJ Dan Utica has been our DJ for many of our dances or events put on by the ASB Leadership.

INFORMATION:

DJ Dan Utica will be contracted for the school year starting August 2021 – May 2022 for \$900.00 per event.

FISCAL IMPACT:

\$4,500 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 Daniel Marquez dba DJ Dan Utica Services for services rendered as specified below.

1. Scope of Service:

To provide: To provide DJ services for the dances at Pacific Grove High School events

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

DJ Dan will provide the approved music playlist and DJ services as well as some lighting and photobooth activities for the events

3. Length of the Contract:

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

Starting with the Back to School Dance – August 2021-May 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

Approximately \$900.00 per event for five scheduled events not to exceed \$4,500

School Funding Source: Wells Fargo Bank ASB Leadership Account - Leadership
Account Code: #8994873977/500

Consultant (Please print) Daniel Marquez

Address 213 El Roya Avenue Modesto, CA 95354 Phone:209-872-9700

Signed _____ Date [Click or tap to enter a date.](#)

Email djdanutica@hotmail.com

☐

District Employee

☒

X Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE [Click or tap to enter a date.](#)

Contract for Services Criteria

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

- (1) ☐ There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- (2) ☐ The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- (3) ☒ The services contracted are not available within the district, cannot be performed satisfactorily by school district employees, or are of such a highly specialized or technical nature that the necessary expert knowledge, experience, and ability are not available through the school district.
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- (6) ☐ The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Northern California Lacrosse Referees Association at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Northern California Lacrosse Referees at Pacific Grove High School.

INFORMATION:

This is the only organization that is recognized by our region with the expertise to referee lacrosse. The season is usually nine games (possibly more) at \$246.00 per game with a one-time administration fee of \$540.00.

FISCAL IMPACT:

\$3,000 ASB/Athletics

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 Northern California Lacrosse Referees Association for services rendered as specified below.

1. Scope of Service:

To provide: Referees for scheduled games at Pacific Grove High School

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

To provide referees that are fair and consistent as well as understand the rules of high school lacrosse for all lacrosse home games

3. Length of the Contract:

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

Starting in March 2022 – June 2022

4. Financial Consideration:

Consultant to be paid at the rate of: \$246.00 per game plus a one-time administrative fee for the season of \$540.00 (prices are subject to change per CCS) Not to exceed \$3,000

School Funding Source: Wells Fargo Bank Athletics Account - Undesignated

Account Code: #1965169244/400

Consultant (Please print) NCLRA – David Hafner representative/treasurer

Address 35 Greenside Way San Rafael CA 94901 Phone:415-336-3927

Signed _____ Date [Click or tap to enter a date.](#)

Email dchafner@gmail.com

☐

District Employee

☒

X Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE [Click or tap to enter a date.](#)

Contract for Services Criteria

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

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

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Jose Del Rio, Athletic Trainer at Pacific Grove High School

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Jose Del Rio, Athletic Trainer, at Pacific Grove High School.

INFORMATION:

Jose Del Rio provides athletic training and medical services to high school athletes.

FISCAL:

General Fund 01 \$20,085. Budgeted

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 Jose' Del Rio Medical /Sports Trainer for services rendered as specified below.

1. Scope of Service:

To provide: Medical Trainer Services at all sporting events – providing medical services to all student athletes

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

Providing on-going service to our student athletes for the 2021-22 school year

3. Length of the Contract:

Service is to be provided on the following date(s):
Beginning August 2021 – May 2022

4. Financial Consideration:

Consultant to be paid at the rate of:
\$2,085.00 per month for 10 months (total budget is \$20,085.00)

School Funding Source: General Fund 01 High School Athletics
Account Code: 01-0000-0-1176-4200-5800-00-006-8000-0720

Consultant (Please print) Jose' Del Rio

Address 237 Montecito Avenue Apt. #11 Monterey, CA 93940 Phone:562-215-2667

Signed _____ Date Click or tap to enter a date.

Email no email available

☐

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.
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- (5) ☐ The policy, administrative, or legal goals and purposes of the district cannot be accomplished through the utilization of persons selected pursuant to the regular or ordinary school district hiring process. Contracts are permissible under this criterion to protect against a conflict of interest or to ensure independent and unbiased findings in cases where there is a clear need for a different, outside perspective. These contracts shall include, but not be limited to, obtaining expert witnesses in litigation.
- (6) ☐ The nature of the work is such that the criteria for emergency appointments apply. "Emergency appointment" means an appointment made for a period not to exceed 60 working days either during an actual emergency to prevent the stoppage of public business or because of the limited duration of the work. The method of selection and the qualification standards for an emergency employee shall be determined by the district. The frequency of appointment, length of employment, and the circumstances appropriate for the appointment of firms or individuals under emergency appointments shall be restricted so as to prevent the use of emergency appointments to circumvent the regular or ordinary hiring process.
- (7) ☐ The contractor will provide equipment, materials, facilities, or support services that could not feasibly be provided by the school district in the location where the services are to be performed.
- (8) ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

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

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

SUBJECT: Contract for Services with Lifetouch Photography at Robert Down Elementary School for 2021-2022

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for Services with Lifetouch Photography at Robert Down Elementary School for 2021-2022.

BACKGROUND:

Robert H. Down contracts with Lifetouch Photography for student and staff portraits each year. During 2020-2021, Robert H. Down Elementary PTA also used Lifetouch for the RHD yearbook for the first time. This will continue for 2021-2022.

INFORMATION:

RHD school portraits will occur on September 22, 2021 with re-takes on January 20, 2022.

FISCAL IMPACT:

None. Lifetouch charges RHD families for portraits and the PTA organizes the yearbook fees.

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

Lifetouch

for services rendered as specified below.

1. Scope of Service:

To provide:

Picture Day on September 22, 2021 (8:00-3:00 PM) and January 20, 2022 (8:00 - 10:00 AM)

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

All students will have their photo taken.

3. Length of Contract:

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

All day on September 2021 and partial day on January 20, 2022

4. Financial Consideration:

Consultant to be paid at the rate of:

No payment

For (hours/days/other) none

School Funding Source: none

Account Code: none

Consultant Lifetouch

Address 635 Sanborn Pl # 16, Salinas, CA 93901

Signed _____

Date _____

Email _____

☐ 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

Signed _____

Date _____

Director of Human Resources

Signed _____

Date _____

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 check criteria that apply and sign below.

- ☐ There is a specifically documented cost savings relative to using district employment. (The documentation requirements are specified and must be attached).
- ☐ The contract is for new school district functions and the Legislature has specifically mandated or authorized the performance of the work by independent contractors.
- ☒ 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.
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- ☐ 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.
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- ☐ 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.
- ☐ The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under the district's regular or ordinary hiring process would frustrate their very purpose.

District/Site Administrator

Date

Ref: Contract for Services Criteria

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

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

SUBJECT: Annual Updates to Board Policies, Regulations and Exhibits from the Parents Rights Handbook 2021-2022

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

INFORMATION:

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

The following have substantive revisions:

Regulation 5116.1 – Intradistrict Open Enrollment

- Updated for consistency with California School Boards Association (“CBSA”) model policy, California Department of Education guidance and U.S. Department of Education guidance.

Regulation 5117 – Interdistrict Attendance

- Updated for clarification and consistency with Office of Civil Rights case law.

Board Policy 1312.3 – Uniform Complaint Procedures

- Revised to comply with amended and new state regulations regarding Uniform Complaint Procedures.

Regulation 1312.3 – Uniform Complaint Procedures

- Revised to comply with amended and new state regulations regarding Uniform Complaint Procedures.

Exhibit 1312.3 – Uniform Complaint Procedures

- *Revised to comply with amended and new state regulations regarding Uniform Complaint Procedures.*

Regulation 1312.4 – Williams Uniform Complaint Procedures

- *Revised to comply with amended and new state regulations regarding Uniform Complaint Procedures.*

Exhibit 1312.4 – Williams Uniform Complaint Procedures

- *Revised to comply with amended and new state regulations regarding Uniform Complaint Procedures.*

Pacific Grove Unified School District

Students

Regulation #5116.1

INTRADISTRICT OPEN ENROLLMENT

Selection Procedures

1. The Superintendent or designee shall annually identify those schools which may have space available for additional students. A list of these schools and open enrollment applications shall be available at all school offices.
2. Students whose parents or guardians submit applications to the District by January 1 of the preceding school year shall be eligible for admission to their school of choice the following school year under the District's open enrollment policy.
3. Enrollment in a school of choice shall be determined in accordance with the enrollment priorities set forth in Board Policy 5116.1. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, and a waiting list shall be established in accordance with the date of receipt of the application to indicate the order in which students may be enrolled in schools with enrollments in excess of capacity as openings occur during the year. Late applicants during that year may be added to the waiting list in the order in which they apply.
4. The Superintendent or designee shall inform applicants by phone and/or mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
5. Applicants who receive approval must confirm their enrollment within two weeks.
6. Admission to a particular school shall not be influenced by a student's academic or athletic performance except insofar as academic standards are required for admission to specialized schools or programs such as programs for gifted and talented students. Such standards shall be uniformly applied to all students.

Any complaints regarding the selection process should be taken to the Superintendent or designee.

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 calendar days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

The Superintendent or designee shall consider the needs and preferences of the affected student and parent/guardian in making the offer. If the parent/guardian elects to transfer the student, the transfer shall be completed as soon as practicable.

Transfers from a "Persistently Dangerous" School

Upon receipt of notification from the California Department of Education (CDE) that a district school has been designated as "persistently dangerous," intradistrict transfers shall be granted as follows:

Pacific Grove Unified School District

Students

Regulation #5116.1

INTRADISTRICT OPEN ENROLLMENT

1. Within 10 days of receipt of the notification from CDE, the Superintendent or designee shall provide parents/guardians of students attending the school with notice of the school's designation. Along with this notification, or at least 14 calendar days before the start of the school year, the Superintendent or designee shall provide a list of other district schools to which any student of the school that is designated as persistently dangerous may transfer.

2. Parents/guardians who desire to transfer their child out of the school shall provide a written response to the Superintendent or designee and shall rank-order their preferences from among all schools identified by the Superintendent or designee as eligible to receive transfer students.

3. The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. The Superintendent or designee shall notify the parents/guardians of the assigned school.

4. For students whose parents/guardians accept the offer, the transfer shall be made as quickly as possible. If the parents/guardians decline the assigned school, the student may remain in the current school.

The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

Capacity Determination

The Superintendent or designee shall review the capacity of each school and make annual adjustments as necessary, based upon pupil enrollment and available space. In doing so, the Superintendent or designee may consider the following factors:

- a. Historical, current and projected total school-wide pupil enrollment;
- b. Historical, current and projected total pupil enrollment by grade level in each school;
- c. Class size ratio requirements in any controlling collective bargaining agreement;
- d. District goals for maximum class size ratios by specific grade levels;
- e. Any conditions for receipt of state or federal funding based on limitations on class size; and
- f. Physical classroom space, taking into consideration historical, current and future classroom use needs and programmatic needs.

Pacific Grove Unified School District

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INTRADISTRICT OPEN ENROLLMENT**Harmful or Dangerous Special Circumstances**

Any decision to grant priority for attendance outside a student's current attendance area because of harmful or dangerous special circumstances shall be based upon one of the following: (Education Code 35160.5)

1. A written statement from a representative of an appropriate state or local agency, including, but not limited to, a law enforcement official, social worker, or properly licensed or registered professional, including, but not limited to, a psychiatrist, psychologist, marriage or family therapist, clinical social worker, professional clinical counselor, child counselor, or other professional.
2. A court order, including a temporary restraining order and injunction, issued by a judge.

Upon making such a finding, the Superintendent or designee may approve the student's transfer to a District school that is at capacity and otherwise closed to transfers. (Education Code 35160.5)

Notifications

Notifications shall be sent to parents/guardians at the beginning of each year describing all current statutory attendance options and local attendance options available in the District, including: (Education Code 48980)

1. All options for meeting residency requirements for school attendance.
2. Program options offered within local attendance areas.
3. A description of any special program options available on both an interdistrict and intra-district basis.
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
5. A District application form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education. (Education Code 48980)

Pacific Grove Unified School District

Students

Regulation #5116.1

INTRADISTRICT OPEN ENROLLMENT**Selection Procedures**

1. The Superintendent or designee shall annually identify those schools which may have space available for additional students. A list of these schools and open enrollment applications shall be available at all school offices.
2. Students whose parents or guardians submit applications to the District by January 1 of the preceding school year shall be eligible for admission to their school of choice the following school year under the District's open enrollment policy.
3. Enrollment in a school of choice shall be determined in accordance with the enrollment priorities set forth in Board Policy 5116.1. After the enrollment priorities have been applied in accordance with Board policy, if there are more requests for a particular school than there are spaces available, and a waiting list shall be established in accordance with the date of receipt of the application to indicate the order in which students may be enrolled in schools with enrollments in excess of capacity as openings occur during the year. Late applicants during that year may be added to the waiting list in the order in which they apply.
4. The Superintendent or designee shall inform applicants by phone and/or mail as to whether their applications have been approved, denied, or placed on a waiting list. If the application is denied, the reasons for denial shall be stated.
5. Applicants who receive approval must confirm their enrollment within two weeks.
6. Admission to a particular school shall not be influenced by a student's academic or athletic performance except insofar as academic standards are required for admission to specialized schools or programs such as programs for gifted and talented students. Such standards shall be uniformly applied to all students.

Any complaints regarding the selection process should be taken to the Superintendent or designee.

Transfers for Victims of a Violent Criminal Offense

Within a reasonable amount of time, not to exceed 14 calendar days, after it has been determined that a student has been the victim of a violent criminal offense while on school grounds, the student's parents/guardians shall be offered an option to transfer their child to an eligible school identified by the Superintendent or designee. In making the determination that a student has been a victim of a violent criminal offense, the Superintendent or designee shall consider the specific circumstances of the incident and consult with local law enforcement as appropriate. Examples of violent criminal offenses include, but are not limited to, attempted murder, battery with serious bodily injury, assault with a deadly weapon, rape, sexual battery, robbery, extortion, or hate crimes.

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3. The Superintendent or designee shall consider the needs and preferences of students and parents/guardians before making an assignment, but is not obligated to accept the parent/guardian's preference if the assignment is not feasible due to space constraints or other considerations. The Superintendent or designee shall notify the parents/guardians of the assigned school.

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The transfer shall remain in effect as long as the student's school of origin is identified as "persistently dangerous." The Superintendent or designee may choose to make the transfer permanent based on the educational needs of the student, parent/guardian preferences, and other factors affecting the student's ability to succeed if returned to the school of origin.

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- c. Class size ratio requirements in any controlling collective bargaining agreement;
- d. District goals for maximum class size ratios by specific grade levels;
- e. Any conditions for receipt of state or federal funding based on limitations on class size; and
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Upon making such a finding, the Superintendent or designee may approve the student's transfer to a District school that is at capacity and otherwise closed to transfers. (Education Code 35160.5)

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2. Program options offered within local attendance areas.
3. A description of any special program options available on both an interdistrict and intra-district basis.
4. A description of the procedure for application for alternative attendance areas or programs and the appeals process available, if any, when a change of attendance is denied.
5. A District application form for requesting a change of attendance.
6. The explanation of attendance options under California law as provided by the California Department of Education. (Education Code 48980)

Pacific Grove Unified School District

Students

Regulation #5117

INTERDISTRICT ATTENDANCE

Exceptions to General Policy

The District Superintendent or designee may make exceptions to the District's general policy of denying interdistrict attendance permits only if capacity is available and only for the following students:

1. *Students Moving Into the District in the Immediate Future.* Interdistrict attendance permits may be approved for students whose parent(s) or guardian(s) provides written evidence that the family will be moving into the District in the immediate future and would like to the student to start the school year in the District.
2. *Students of District Employees Living Outside the District Boundaries.* Interdistrict attendance permits may be approved for students of District employees (certificated, classified, confidential or management) living outside of District boundaries and who are employed by the District for a minimum of 20 hours per week or 0.5 FTE. District employees whose children have been admitted under this policy must apply for readmission annually, and permits will only be approved for so long as the parent or guardian continues to be employed by the District for a minimum of 20 hours per week or 0.5 FTE.

Unless the Superintendent or designee grants an extension, the student's interdistrict attendance permit shall be revoked within 30 calendar days if for any reason the employee is released, resigns, or reduces his or her working hours below the minimum threshold.

3. *Mid-Year Residency Changes.* Interdistrict attendance permits may be approved for a student whose residency changes after mid-year and who notifies the District of the change of residency, in order to permit the student to continue his or her attendance in a District school only until the end of the current school semester. In cases where transferring to a new school district after the end of the current semester would cause a severe hardship, the Superintendent is authorized to grant the interdistrict attendance permit through the end of the current school year. Such permits shall not be renewed.
4. *High School Juniors and Seniors.* No **existing** interdistrict attendance permits will be rescinded for students after June 30 following the completion of 10th grade or for students in grades 11 or 12. (EC 46600 (a)(4).)

In determining whether to approve an interdistrict attendance permit, the Assistant Superintendent or designee shall consider the following factors:

- a. Whether there is available space in existing programs to admit the student without disruption of the current student-teacher ratios.
- b. The student's school record, including any discipline and attendance problems.

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INTERDISTRICT ATTENDANCE

- ~~c. Whether educating the student may cost the District more than the District will receive in additional state aid and which may cause additional cumulative demands upon District resources.~~
- c. Whether education would require the District to create a new program or new services to address the student's needs.

5. *High School Seniors.* A new interdistrict attendance permit may be approved for a student who would like to continue attending their senior year even though their parent(s) or guardian(s) have recently moved outside the district's boundaries. To be eligible to apply, a candidate for Senior Privilege must have successfully completed their junior year at the high school and are currently attending their senior year. Parent(s) or Guardian(s) must first apply for the interdistrict transfer from the district in which their new residence is located. If the new district agrees to release the student, then a Senior Privilege Request Form is to be completed and submitted to the high school. In addition, but not limited to 3 a., b., and c. above, Senior Privilege will also be evaluated based on:
- Student academic standing
 - Year of original enrollment
 - Date of move out of district

Victims of Bullying

Where a student has been determined by personnel of the District or his or her district of residence to have been the victim of an act of bullying as defined in Education Code 48900(r), committed by a student enrolled in the student's district of residence, at the request of the student's parent(s) or guardian(s), the student shall be given priority for interdistrict transfer under any existing interdistrict attendance agreement between the District and another district, subject to the terms of the interdistrict attendance agreement and a review of the individual student's circumstances. In the absence of an existing interdistrict attendance agreement between the District and another district, if a student desiring to transfer is determined to have been the victim of an act of bullying under Education Code 48900(r), the District shall give additional consideration to the creation of an interdistrict attendance permit. (Education Code 46600, 48900(r)) Students seeking an interdistrict transfer on the basis that they were a victim of bullying under Education Code section 48900(r), must provide documentation confirming that they were in fact a victim of bullying within the past school year, as determined by their district of residence.

Initial Requests

The Assistant Superintendent may approve or deny initial interdistrict attendance permit requests in accordance with applicable law and District policy and regulation.

Within 30 calendar days of the receipt of a "current year request" for interdistrict attendance, which means a request received beginning 15 calendar days before start of the school year for which the

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transfer is sought, the Assistant Superintendent shall notify the parent(s) or guardian(s) of a student who is denied interdistrict attendance regarding the process for appeal. (46600.1(c) and 46600.2

(a)(5)(A).)

Within 14 calendar days of the receipt of a “future year request” for interdistrict attendance, which means a request received up until 15 calendar days before the start of the school year for which the transfer is sought, the Assistant Superintendent shall notify the parent(s) or guardian(s) of a student who is denied interdistrict attendance regarding the process for appeal. (46600.1 (c) and 46600.2

(a)(5)(B).)

Appeal Process

An appeal to the District Superintendent may be filed within ten (10) calendar days of the date listed on the denial by the Assistant Superintendent. The parent(s) or guardian(s) of a student whose interdistrict transfer request has been denied will be offered an opportunity to meet with the District Superintendent and within twenty (20) calendar days after the appeal was filed, the District Superintendent will give his or her final decision, in writing, to the parent(s) or guardian(s). Except in cases where good cause is shown, the record shall not be reopened to consider evidence or argument which was not presented in the initial interdistrict transfer request. Failure to appeal to the District Superintendent within the required time shall be considered as cause for denial of an appeal.

If denied by the District Superintendent, the parent or guardian will be notified in writing of the right to appeal to the District’s governing board by filing a written notice of appeal no later than ten (10) days from the date of receipt of the District Superintendent’s denial. The Board of Education shall act on the appeal within thirty (30) days of denial by the District Superintendent. If the Board of Education denies the appeal, the District Superintendent or designee shall advise the person requesting the interdistrict attendance permit regarding the process for appeal to the Monterey County Board of Education within thirty (30) calendar days of the final denial. (EC46601 and 46600.2(b). Within thirty (30) calendar days after the appeal is filed, the County Board of Education will determine whether the student should be permitted to attend the District school and the applicable period of attendance (46610 (b)(2)(a)(i). Failure to appeal within the required time shall be considered good cause for denial of an appeal. (46601 (a).)

The County Board of Education shall render a decision within three school days of any hearing conducted by the County Board of Education unless the parent or guardian requests a postponement. (46601 (b)(2)(B).)

Students who are under consideration for expulsion or who have been expelled may not appeal interdistrict attendance denials or decisions while expulsion proceedings are pending or during the term of the expulsion. (Education Code 46601)

Enrollment in ROC or ROP Program

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INTERDISTRICT ATTENDANCE

Interdistrict attendance agreements or permits shall not be required for students enrolling in an ROC or ROP program. (Education Code 52317)

Revocation

With the exception of students who have completed 10th grade or who are in grades 11 or 12, a student's interdistrict attendance permit may be revoked at any time during the school year due to unsatisfactory attendance or tardiness, behavior, poor academic performance, disruption of the educational program, or because it is determined that a parent or guardian made false statements or misrepresentations in applying for the student's interdistrict attendance permit. (EC 46600 (a)(4).)

Transportation

Transportation will not be provided for students attending a District school on an interdistrict attendance permit.

Pacific Grove Unified School District

Students

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INTERDISTRICT ATTENDANCE

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- a. Whether there is available space in existing programs to admit the student without disruption of the current student-teacher ratios.
- b. Any discipline and attendance problems.

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- c. Whether education would require the District to create a new program or new services to address the student's needs.
5. High School Seniors. A new interdistrict attendance permit may be approved for a student who would like to continue attending their senior year even though their parent(s) or guardian(s) have recently moved outside the district's boundaries. To be eligible to apply, a candidate for Senior Privilege must have successfully completed their junior year at the high school and are currently attending their senior year. Parent(s) or Guardian(s) must first apply for the interdistrict transfer from the district in which their new residence is located. If the new district agrees to release the student, then a Senior Privilege Request Form is to be completed and submitted to the high school. In addition, but not limited to 3 a., b., and c. above, Senior Privilege will also be evaluated based on:
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Transportation

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Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

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

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

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

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

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

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

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

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Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

6. Graduation and Coursework Requirements for Foster Youth, Homeless Students, Former Juvenile Court Students, Migratory and Newly Arrived Immigrant Students Participating in a “Newcomer Program”, and Students Living in Active Duty Military Households The District’s uniform complaint procedures cover complaints pertaining to the graduation and coursework rights of foster youth, homeless students, former juvenile court students, migratory and newly arrived immigrant students participating in a “newcomer program”, which is a program designed to meet the academic and transitional needs of newly arrived immigrant students, and students living in the households of parents/guardians who are active duty members of the military. Those rights under Education Code sections 54441, 51225.1 and 51225.2 include:

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- a) exemption from local graduation and coursework requirements that are in addition to the statewide coursework requirements for graduation;
- b) credit or partial credit for coursework completed while attending another school;
- c) the option to remain in school for a fifth year to complete the school district’s graduation requirements; and
- d) not being required to accept the exemption or be denied enrollment in, or the ability to complete or retake, courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

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

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

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

9. Physical Education Instructional Minutes. Students in grades 1-6 are required to receive, at minimum, 200 minutes of physical education instruction each 10 school days, exclusive of recesses

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Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

and lunch periods. Unless exempted pursuant to Education Code section 51241, students in grades 7-12 are required to receive at least 400 minutes of physical education instruction each 10 school days. High school students may be excused from physical education classes during one of grades 10, 11 or 12 for up to 24 clock hours in order to participate in automobile driver training, but must still attend a minimum of 7,000 minutes of physical education instruction during that school year.

Complaints regarding a school district's failure to comply with these physical education instructional minute requirements may be filed under the District's Uniform Complaint Procedures. (Ed. Code §§ 51210 and 51222.)

10. Juvenile Court School Student Graduation Requirements and Continuing Education

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

11. Pregnant or Parenting Students. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements. (Education Code 46015)

12. School Plan for Student Achievement or School Site Council. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding. (Education Code 64000-64001, 65000-65001)

13. Retaliation for Filing UCP Complaint. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

14. Other Complaints. Any other complaint as specified in a district policy, including those state or federal educational programs which the State Superintendent of Public Education (or designee) deems appropriate.

Pacific Grove Unified School District

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UNIFORM COMPLAINT PROCEDURES

Mandated Policy

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

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

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

The Board acknowledges and respects student and employee rights to privacy. The district shall protect all complainants from retaliation. In investigating complaints the confidentiality of the parties involve shall be protected to the extent required by law. For any complaint alleging retaliation or unlawful discrimination (such as disciplinary harassment, intimidation, or bullying), complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. Confidentiality in an investigation includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis. (Title 5, Section 4621)

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

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency using the policy most appropriate for the non-UCP allegation. The district shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

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UNIFORM COMPLAINT PROCEDURES

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The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
5. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and mis-assignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)

6. Complaints regarding special education programs are no longer covered by the District's Uniform Complaint Procedures. For more information, please refer to the Notice of Procedural Safeguards under the IDEA. Complaints alleging that a student was discriminated against due to his or her disability still fall under the District's Uniform Complaint Procedures. (Title 5, Sections 3200-3205)

7. Any complaint not defined as a uniform complaint per Policy 1312.3.

Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination
 222 Lactation accommodations for parenting students
 8200-8498 Child care and development programs
 8500-8538 Adult basic education
 18100-18179 School libraries
 35146 Closed sessions
 35160 Authority of governing boards
 44670.1-44671.5 School personnel staff development and resource centers

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48645.5 and 48645.7 coursework, continuing education options and graduation deferral rights for former juvenile court school students
 48850, 48852.5, 48852.7, 48853, 48853.5, 49069.5, 51225.1, 51225.2, 42 USC 11432 and 5 CCR § 4622 Homeless students and students in foster care
 48985 Notices in language other than English
 49013 Pupil fees
 49060-49079 Student records
~~49490-49560 Child nutrition programs~~
 51210, 51222 and 51223 Physical education instructional minutes
 51225.1 and 51225.2 Graduation and coursework requirements for foster youth, homeless students, former juvenile court school student, and students living in active duty military households
 51228.1, 51228.2 and 51228.3 Assigning students to course periods without educational content
 51513 Personal beliefs

52075 Local Control and Accountability Plan
 52160-52178 Bilingual education programs
 52300-52483 Vocational education
 52500-52616.24 Adult schools
 52800-52863 School-based coordinated programs
 54000-54041 Economic impact aid programs
 54100-54145 Miller-Unruh Basic Reading Act
 54400-54425 Compensatory education programs
 54440-54445 Migrant education
 54460-54529 Compensatory education programs
~~56000-56885 Special education programs~~
 59000-59300 Special schools and centers
 64000 Consolidated application process
 65000-65001 School Site Council
 GOVERNMENT CODE
 54957-54957.8 Closed sessions
 CODE OF REGULATIONS, TITLE 5
 3080 Application of section 4600-4671
 4600 – 4671 Uniform Complaint Procedures
 UNITED STATES CODE, TITLE 20
 1221 – 1232g General Education Provisions Act
 1681 – 1688 Discrimination based on sex or blindness, Title IX
 CODE OF FEDERAL REGULATIONS, TITLE 34
 100.1 – 100.13 Nondiscrimination
 CSBA Date – 10/97

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Adopted: July 16, 1998
 Revised: ~~June , 2021~~ December 17, 2020

Pacific Grove Unified School District

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UNIFORM COMPLAINT PROCEDURES

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

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

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

2. Noncompliance Complaints. Complaints alleging failure to comply with state or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education programs, Compensatory Education, Every Student Succeeds Act, Regional Occupational Centers and Programs, foster and homeless youth services, lactating student accommodations, pregnant and parenting student parental leave and educational rights, physical education instructional minute requirements, educational content course requirements for grades 9-12, graduation requirements exemptions for former juvenile court school students, school safety planning, and child care and development programs. (Title 5, Sections 4610, 4620)

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

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

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

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6. Graduation and Coursework Requirements for Foster Youth, Homeless Students, Former Juvenile Court Students, Migratory and Newly Arrived Immigrant Students Participating in a “Newcomer Program”, and Students Living in Active Duty Military Households The District’s uniform complaint procedures cover complaints pertaining to the graduation and coursework rights of foster youth, homeless students, former juvenile court students, migratory and newly arrived immigrant students participating in a “newcomer program”, which is a program designed to meet the academic and transitional needs of newly arrived immigrant students, and students living in the households of parents/guardians who are active duty members of the military. Those rights under Education Code sections 54441, 51225.1 and 51225.2 include:

- a) exemption from local graduation and coursework requirements that are in addition to the statewide coursework requirements for graduation;
- b) credit or partial credit for coursework completed while attending another school;
- c) the option to remain in school for a fifth year to complete the school district’s graduation requirements; and
- d) not being required to accept the exemption or be denied enrollment in, or the ability to complete or retake, courses necessary to attend an institution of higher education, regardless of whether those courses are required for statewide graduation requirements.

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

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

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

9. Physical Education Instructional Minutes. Students in grades 1-6 are required to receive, at minimum, 200 minutes of physical education instruction each 10 school days, exclusive of recesses and lunch periods. Unless exempted pursuant to Education Code section 51241, students in grades 7-

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12 are required to receive at least 400 minutes of physical education instruction each 10 school days. High school students may be excused from physical education classes during one of grades 10, 11 or 12 for up to 24 clock hours in order to participate in automobile driver training, but must still attend a minimum of 7,000 minutes of physical education instruction during that school year.

Complaints regarding a school district's failure to comply with these physical education instructional minute requirements may be filed under the District's Uniform Complaint Procedures. (Ed. Code §§ 51210 and 51222.)

10. Juvenile Court School Student Graduation Requirements and Continuing Education

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

11. Pregnant or Parenting Students. Any complaint alleging district noncompliance with requirements to provide a pregnant or parenting student the accommodations specified in Education Code 46015, including those related to the provision of parental leave, right of return to the school of previous enrollment or to an alternative education program, if desired, and possible enrollment in school for a fifth year of instruction to enable the student to complete state and Board-imposed graduation requirements. (Education Code 46015)

12. School Plan for Student Achievement or School Site Council. Any complaint alleging noncompliance with requirements related to the development of a school plan for student achievement or the establishment of a school site council, as required for the consolidated application for specified federal and/or state categorical funding. (Education Code 64000-64001, 65000-65001)

13. Retaliation for Filing UCP Complaint. Any complaint alleging retaliation against a complainant or other participant in the complaint process or anyone who has acted to uncover or report a violation subject to this policy.

14. Other Complaints. Any other complaint as specified in a district policy, including those state or federal educational programs which the State Superintendent of Public Education (or designee) deems appropriate.

The Board encourages the early, informal resolution of complaints at the site level whenever possible. In the event that issues are not resolved informally, a written complaint of alleged noncompliance by

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UNIFORM COMPLAINT PROCEDURES

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the District may be filed using the District's UCP Complaint form (Exhibit 1312.3(a)) and in accordance with Administrative Regulation 1312.3.

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

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

The Board acknowledges and respects student and employee rights to privacy. The district shall protect all complainants from retaliation. In investigating complaints the confidentiality of the parties involve shall be protected to the extent required by law. For any complaint alleging retaliation or unlawful discrimination (such as disciplinary harassment, intimidation, or bullying), complaints shall be investigated in a manner that protects the confidentiality of the parties and the facts. Confidentiality in an investigation includes keeping the identity of the complainant confidential except to the extent necessary to carry out the investigation or proceedings, as determined by the Superintendent or designee on a case-by-case basis. (Title 5, Section 4621)

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

When an allegation that is not subject to UCP is included in a UCP complaint, the district shall refer the non-UCP allegation to the appropriate staff or agency using the policy most appropriate for the non-UCP allegation. The district shall investigate and, if appropriate, resolve the UCP-related allegation(s) through the district's UCP.

The Superintendent or designee shall provide training to district staff to ensure awareness and knowledge of current law and requirements related to UCP, including the steps and timelines specified in this policy and the accompanying administrative regulation.

The Superintendent or designee shall maintain a record of each complaint and subsequent related actions, including steps taken during the investigation and all information required for compliance with 5 CCR 4631 and 4633.

Non-UCP Complaints

The following complaints shall not be subject to the district's UCP but shall be referred to the specified agency: (5 CCR 4611)

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1. Any complaint alleging child abuse or neglect shall be referred to the County Department of Social Services Protective Services Division and the appropriate law enforcement agency.
2. Any complaint alleging health and safety violations by a child development program shall, for licensed facilities, be referred to Department of Social Services and shall, for licensing-exempt facilities, be referred to the appropriate Child Development regional administrator.
3. Any complaint alleging fraud shall be referred to the Legal, Audits and Compliance Branch of the California Department of Education.
4. Any complaint alleging employment discrimination or harassment shall be investigated and resolved by the district in accordance with the procedures specified in AR 4030 - Nondiscrimination in Employment, including the right to file the complaint with the California Department of Fair Employment and Housing.
5. Any complaint related to sufficiency of textbooks or instructional materials, emergency or urgent facilities conditions that pose a threat to the health or safety of students or staff, teacher vacancies and mis-assignments, or health and safety violations in any license-exempt California State Preschool Program shall be investigated and resolved in accordance with the procedures in AR 1312.4 - Williams Uniform Complaint Procedures. (Education Code 8235.5, 35186)
6. Complaints regarding special education programs are no longer covered by the District's Uniform Complaint Procedures. For more information, please refer to the Notice of Procedural Safeguards under the IDEA. Complaints alleging that a student was discriminated against due to his or her disability still fall under the District's Uniform Complaint Procedures. (Title 5, Sections 3200-3205)
7. Any complaint not defined as a uniform complaint per Policy 1312.3.

Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination

222 Lactation accommodations for parenting students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18179 School libraries

35146 Closed sessions

35160 Authority of governing boards

44670.1-44671.5 School personnel staff development and resource centers

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

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

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4622 Homeless students and students in foster care

48985 Notices in language other than English

49013 Pupil fees

49060-49079 Student records

51210, 51222 and 51223 Physical education instructional minutes

51225.1 and 51225.2 Graduation and coursework requirements for foster youth, homeless students, former juvenile court school student, and students living in active duty military households

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

51513 Personal beliefs

52075 Local Control and Accountability Plan

52160-52178 Bilingual education programs

52300-52483 Vocational education

52500-52616.24 Adult schools

52800-52863 School-based coordinated programs

54000-54041 Economic impact aid programs

54100-54145 Miller-Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

59000-59300 Special schools and centers

64000 Consolidated application process

65000-65001 School Site Council

GOVERNMENT CODE

54957-54957.8 Closed sessions

CODE OF REGULATIONS, TITLE 5

3080 Application of section 4600-4671

4600 – 4671 Uniform Complaint Procedures

UNITED STATES CODE, TITLE 20

1221 – 1232g General Education Provisions Act

1681 – 1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1 – 100.13 Nondiscrimination

CSBA Date – 10/97

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UNIFORM COMPLAINT PROCEDURES

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Compliance Officers

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

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

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

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code [234.1](#))

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

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

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

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code [234.1](#) and [48985](#). In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

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UNIFORM COMPLAINT PROCEDURES

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Procedures

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

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

Filing of Complaint

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

Complaints alleging unlawful discrimination, harassment, intimidation or bullying may be filed by: (1) a person who alleges that he/she was the direct recipient of the alleged harm; personally suffered unlawful discrimination (2) if the complainant is a minor student, the student's parent, guardian, or other authorized representative on the student's behalf; or (3) by a third party on behalf of person who believes that an individual or any a specific class of individuals has been subjected to unlawful discrimination. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination unless the time for filing is extended by the district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the district superintendent or his or her designee shall be made in writing. The period for filing may be extended by the district superintendent or his or her designee for good cause for a period not to exceed 90 days following the expiration of the six month time period. The district superintendent shall respond immediately upon a receipt of a request for extension. (Title 5, Section 4630)

All other types of complaints must be filed within one year of the date the complainant knew or should have known of the alleged conduct. (Title 5, Section 4630 (a))

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

A written complaint alleging District violation of applicable federal or state laws governing adult education programs, consolidated categorical aid programs, migrant education, career technical education and training programs, Regional Occupational Centers and Programs, child care and development programs, ~~state preschool program health and safety, child nutrition programs,~~ foster and homeless youth services, lactating student accommodations, pregnant and parenting student parental leave and educational rights, physical education instructional minute requirements, educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, graduation and coursework requirements for foster youth, homeless students, migratory and newly arrived immigrant students participating in a "Newcomer Program" and students living in active duty military households, or school safety planning ~~or special education programs,~~ may be filed by any individual, public agency, or

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UNIFORM COMPLAINT PROCEDURES

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organization. (Education Code Sections 222, 51210, 51222, 51223, 51225.1, 51225.2, 51228.1, 51228.2, 51228.3, and Title 5, Sections 4610 and 4630)

3. Complaints regarding pupil fees and LCAP violations

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

The complaint shall be presented to the Compliance Officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him or her to file the complaint. (Title 5, Section 4600)

Mediation

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

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

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

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

Investigation of Complaint

The compliance officer shall make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the complaint. The compliance officer will hold an investigative meeting with the complainant within five school days of receiving the complaint. The complainant, and his or her representative, will have an opportunity to present the complaint(s) and evidence or information leading to support the allegations of non-compliance with state and federal laws and/or regulations. (Title 5, Section 4631)

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UNIFORM COMPLAINT PROCEDURES

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

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

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

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

The District superintendent or designee shall remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing.

Response

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

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

Final Written Decision

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

This written decision shall include:

1. The findings of fact based on the evidence gathered,
2. Conclusions of law,

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3. Disposition of the complaint,
 4. The rationale for the disposition,
 5. Corrective actions, if they are warranted, including, with respect to a pupil fee complaint, a remedy that comports with Education Code sections 49013(d) and Title 5, Section 4600(u).
 6. Notice of the complainant's right to appeal the District's decision to the California Department of Education (CDE), and
 7. Procedures to be followed for initiating an appeal to the CDE. (Title 5, Section 4631)
- If an employee is disciplined as a result of the complaint, this report shall simply state that effective action was taken and that the employee was informed of District expectations. The report shall not give any further information as to the nature of the disciplinary action.

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 30 calendar~~45~~ days of receiving the District's decision. When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and the District's decision. (Title 5, Section 4632)

The California Department of Education must review the appeal and issue a written decision within 60 calendar days, but this deadline may be extended by written agreement with the complainant/appellant. (Title 5, Section 4633)

Within 30 calendar days of the date of the California Department of Education's written appeal decision, either party may request reconsideration. (Title 5, Section 4635(a))

The California Department of Education must act on the reconsideration request within 60 calendar days. (Title 5, Section 4635(c))

Direct State Intervention

Complainants may ask the California Department of Education to directly intervene without waiting for action by the District when certain conditions exist, including, but not limited to, the following:

- (1) the complaint alleges that the District has failed to comply with its Uniform Complaint Procedures, including, but not limited to, the failure or refusal to cooperate with an investigation; or
- (2) the complainant requests anonymity due to the danger of retaliation and complainant would suffer immediate and irreparable harm if complainant files a complaint with the District; ~~(3) complainant alleges a failure to comply with special education due process procedures pursuant to state and federal law or a due process hearing order; (4) the complaint is related to special education and alleges facts that indicate that one or more students may be in immediate physical danger or that the health, safety,~~

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~~or welfare of one or more students is threatened; or (6) complainant alleges that the District failed to follow a student's individualized education plan.~~

See Code of Regulations, Title 5, Section 4650 for the full list of situations that may warrant direct state intervention.

FPM Review of Proper Implementation of the Investigation Process

The District will certify whether it received any UCP complaints in the 12 months before the upload deadline of its scheduled Federal Program Monitoring (FPM) review. If no complaints were received, no additional steps are necessary. If complaints were received, the District will certify, within the 30-Calendar day upload period prior to their FPM review that the District received complaints, and uploads on the California Department of Education Monitoring Tool (CMT) its UCP Complaint Log that includes complaints received by the LEA in the previous 12 months.

The District shall randomly select UCP complaints from the District's Complaint Log, including a minimum of 10 percent or 10 files, whichever is greater. The District shall review the selected complaints to ensure determine whether the District complied with the terms of this regulation.

See Policy #1312.3
CSBA Date – 10/97

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Compliance Officers

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

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

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

Notifications

The district's UCP policy and administrative regulation shall be posted in all district schools and offices, including staff lounges and student government meeting rooms. (Education Code [234.1](#))

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

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

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

The Superintendent or designee shall ensure that all students and parents/guardians, including students and parents/guardians with limited English proficiency, have access to the relevant information provided in the district's policy, regulation, forms, and notices concerning the UCP.

If 15 percent or more of students enrolled in a particular district school speak a single primary language other than English, the district's policy, regulation, forms, and notices concerning the UCP shall be translated into that language, in accordance with Education Code [234.1](#) and [48985](#). In all other instances, the district shall ensure meaningful access to all relevant UCP information for parents/guardians with limited English proficiency.

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Procedures

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

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

Filing of Complaint**1. Complaints alleging unlawful discrimination, harassment, intimidation or bullying**

Complaints alleging unlawful discrimination, harassment, intimidation or bullying may be filed by: (1) a person who alleges that he/she was the direct recipient of the alleged harm; (2) if the complainant is a minor student, the student's parent, guardian, or other authorized representative on the student's behalf; or (3) by a third party on behalf of a specific class of individuals. The complaint must be initiated no later than six months from the date when the alleged discrimination occurred or when the complainant first obtained knowledge of the facts of the alleged discrimination unless the time for filing is extended by the district superintendent or his or her designee, upon written request by the complainant setting forth the reasons for the extension. Such extension by the district superintendent or his or her designee shall be made in writing. The period for filing may be extended by the district superintendent or his or her designee for good cause for a period not to exceed 90 days following the expiration of the six month time period. The district superintendent shall respond immediately upon a receipt of a request for extension. (Title 5, Section 4630)

All other types of complaints must be filed within **one year** of the date the complainant knew or should have known of the alleged conduct. (Title 5, Section 4630 (a))

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

A written complaint alleging District violation of applicable federal or state laws governing adult education programs, consolidated categorical aid programs, migrant education, career technical education and training programs, Regional Occupational Centers and Programs, child care and development programs, foster and homeless youth services, lactating student accommodations, pregnant and parenting student parental leave and educational rights, physical education instructional minute requirements, educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, graduation and coursework requirements for foster youth, homeless students, migratory and newly arrived immigrant students participating in a "Newcomer Program" and students living in active duty military households, or school safety planning, may be filed by any individual, public agency, or organization. (Education Code Sections 222, 51210, 51222, 51223, 51225.1, 51225.2, 51228.1, 51228.2, 51228.3, and Title 5, Sections 4610 and 4630)

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3. Complaints regarding pupil fees and LCAP violations

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

The complaint shall be presented to the Compliance Officer who shall maintain a log of complaints received, providing each with a code number and a date stamp. If a complainant is unable to put a complaint in writing due to conditions such as illiteracy or other disabilities, District staff shall help him or her to file the complaint. (Title 5, Section 4600)

Mediation

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

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

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

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

Investigation of Complaint

The compliance officer shall make all reasonable efforts to investigate any problem within his or her authority. Investigations shall begin within 10 days of the receipt of the complaint. The compliance officer will hold an investigative meeting with the complainant within five school days of receiving the complaint. The complainant, and his or her representative, will have an opportunity to present the complaint(s) and evidence or information leading to support the allegations of non-compliance with state and federal laws and/or regulations. (Title 5, Section 4631)

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

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

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

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

The District superintendent or designee shall remedy a valid complaint within a reasonable time period, but not to exceed 30 working days from the date the complaint was received and report to the complainant the resolution of the complaint within 45 working days of the initial filing.

Response

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

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

Final Written Decision

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

This written decision shall include:

1. The findings of fact based on the evidence gathered,
2. Conclusions of law,
3. Disposition of the complaint,
4. The rationale for the disposition,

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5. Corrective actions, if they are warranted, including, with respect to a pupil fee complaint, a remedy that comports with Education Code sections 49013(d) and Title 5, Section 4600(u).

6. Notice of the complainant's right to appeal the District's decision to the California Department of Education (CDE), and

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

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

Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 30 calendar days of receiving the District's decision. When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and the District's decision. (Title 5, Section 4632)

The California Department of Education must review the appeal and issue a written decision within 60 calendar days, but this deadline may be extended by written agreement with the complainant/appellant. (Title 5, Section 4633)

Within 30 calendar days of the date of the California Department of Education's written appeal decision, either party may request reconsideration. (Title 5, Section 4635(a))

The California Department of Education must act on the reconsideration request within 60 calendar days. (Title 5, Section 4635(c))

Direct State Intervention

Complainants may ask the California Department of Education to directly intervene without waiting for action by the District when certain conditions exist, including, but not limited to, the following: (1) the complaint alleges that the District has failed to comply with its Uniform Complaint Procedures, including, but not limited to, the failure or refusal to cooperate with an investigation; or (2) the complainant requests anonymity due to the danger of retaliation and complainant would suffer immediate and irreparable harm if complainant files a complaint with the District.

See Code of Regulations, Title 5, Section 4650 for the full list of situations that may warrant direct state intervention.

FPM Review of Proper Implementation of the Investigation Process

The District will certify whether it received any UCP complaints in the 12 months before the upload deadline of its scheduled Federal Program Monitoring (FPM) review. If no complaints were

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received, no additional steps are necessary. If complaints were received, the District will certify, within the 30-Calendar day upload period prior to their FPM review that the District received complaints, and uploads on the California Department of Education Monitoring Tool (CMT) its UCP Complaint Log that includes complaints received by the LEA in the previous 12 months.

The District shall randomly select UCP complaints from the District's Complaint Log, including a minimum of 10 percent or 10 files, whichever is greater. The District shall review the selected complaints to ensure determine whether the District complied with the terms of this regulation.

See Policy #1312.3

CSBA Date – 10/97

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Exhibit #1312.3

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Uniform Complaint Form

Please complete all information and return this form to: PGUSD Human Resource Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

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

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

Name of Parent if not Complainant

Please check the appropriate box(es):

- A. ☐ I am filing a complaint alleging unlawful discrimination, harassment, intimidation, or bullying based on one or more of the following actual or perceived characteristics, or association with a person or group with one or more of the following actual or perceived characteristics: disability, gender, gender identity, gender expression, nationality, race or ethnicity, ethnic group identification, immigration status, color, age, religion, genetic information, sex or sexual orientation, marital, pregnancy, parental or family status or any other characteristics identified in Education Code sections 200 and 220, Government Code section 11135, or Penal Code section 422.55, in any District program or activity that receives or benefits from state financial assistance.
- B. ☐ I am filing a complaint alleging a violation of federal or state laws governing any of the following: adult education, consolidated categorical aid programs, career technical and technical education, Compensatory Education, Every Student Succeeds Act., Regional Occupational Centers and Programs, migrant education, child care and development programs, ~~state preschool program health and safety~~, foster and homeless youth services, lactating student accommodations, pregnant and parenting student parental leave and educational rights, physical education instructional minute requirements, educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, graduation and coursework requirements for foster youth, homeless students, migratory and newly arrived immigrant students participating in a "Newcomer Program," and students living in active duty military households, ~~child nutrition programs, special education~~ or school safety planning, or those state or federal educational programs which the State Superintendent of Public Education (or designee) deems appropriate.
- Please specify the program(s): _____
- C. ☐ I am filing a complaint alleging violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.
- D. ☐ I am filing a complaint alleging that the District has not complied with legal requirements related to the implementation of the Local Control and Accountability Plan (LCAP).
- E. ☐ I am filing a complaint alleging violation of rights of homeless students and students in foster care.
- F. ☐ I am filing a complaint alleging violation of student rights regarding graduation and coursework requirements for foster youth, homeless students, former juvenile court students, migratory and new arrived immigrant student participating in a "Newcomer Program", and students living in active duty military households.
- G. ☐ I am filing a complaint alleging violation of lactation accommodations for parenting students.
- H. ☐ I am filing a complaint alleging violation by assigning students to course periods without educational content.

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Community Relations

Exhibit #1312.3

- I. ☐ I am filing a complaint alleging violation of required physical education instructional minutes.
- J. ☐ I am filing a complaint alleging violation of graduation requirements and continuing education options for juvenile court school students.
- K. ☐ I am filing a complaint alleging violation of rights of pregnant or parenting students.
- L. ☐ I am filing a complaint alleging schools plans for student achieve or school site council.
- M. ☐ I am filing a complaint alleging retaliation for filing a UCP complaint.

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

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

(For Office Use Only)

Date Received

Date Complainant was contacted

Expected Date of Written Response (60 working days)

Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

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

Details of the complaint (attach appropriate supporting documents):

Specific remedy sought:

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

Signature of Complainant: _____

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Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Uniform Complaint Form****Please complete all information and return this form to:****PGUSD Human Resource Office
435 Hillcrest Avenue
Pacific Grove, CA 93950***If you need help filling out the form please contact the Human Resources Director at 646-6507.*

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

Name of Parent if not Complainant*Please check the appropriate box(es):*

- A. ☐ I am filing a complaint alleging unlawful discrimination, harassment, intimidation, or bullying based on one or more of the following actual or perceived characteristics, or association with a person or group with one or more of the following actual or perceived characteristics: disability, gender, gender identity, gender expression, nationality, race or ethnicity, ethnic group identification, immigration status, color, age, religion, genetic information, sex or sexual orientation, marital, pregnancy, parental or family status or any other characteristics identified in Education Code sections 200 and 220, Government Code section 11135, or Penal Code section 422.55, in any District program or activity that receives or benefits from state financial assistance.
- B. ☐ I am filing a complaint alleging a violation of federal or state laws governing any of the following: adult education, consolidated categorical aid programs, career technical and technical education, Compensatory Education, Every Student Succeeds Act., Regional Occupational Centers and Programs, migrant education, child care and development programs, foster and homeless youth services, lactating student accommodations, pregnant and parenting student parental leave and educational rights, physical education instructional minute requirements, educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, graduation and coursework requirements for foster youth, homeless students, migratory and newly arrived immigrant students participating in a "Newcomer Program," and students living in active duty military households, or school safety planning, or those state or federal educational programs which the State Superintendent of Public Education (or designee) deems appropriate.
- Please specify the program(s): _____.
- C. ☐ I am filing a complaint alleging violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.
- D. ☐ I am filing a complaint alleging that the District has not complied with legal requirements related to the implementation of the Local Control and Accountability Plan (LCAP).
- E. ☐ I am filing a complaint alleging violation of rights of homeless students and students in foster care.
- F. ☐ I am filing a complaint alleging violation of student rights regarding graduation and coursework requirements for foster youth, homeless students, former juvenile court students, migratory and new arrived immigrant student participating in a "Newcomer Program", and students living in active duty military households.
- G. ☐ I am filing a complaint alleging violation of lactation accommodations for parenting students.
- H. ☐ I am filing a complaint alleging violation by assigning students to course periods without educational content.

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- L. ☐ I am filing a complaint alleging schools plans for student achieve or school site council.
- M. ☐ I am filing a complaint alleging retaliation for filing a UCP complaint.

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

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

(For Office Use Only)

Date Received

Date Complainant was contacted

Expected Date of Written Response (60 working days)

FINAL
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CONSENT QQQ

Community Relations

Exhibit #1312.3

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

Details of the complaint (attach appropriate supporting documents):

Specific remedy sought:

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

Signature of Complainant: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

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WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR §§4680-4687)

1. Instructional materials
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to instructional materials to use at home or after school in order to complete required homework assignments. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment
 - a. A semester begins and a certificated teacher is not assigned to teach the class.

Vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (Education Code 35186; 5 CCR § 4600)

Beginning of the year or semester means the first day classes necessary to serve all students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR § 4600)
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services

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position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR § 4600)

3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; or structural damage creating a hazardous or uninhabitable condition. (Education Code 17592.72)

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

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code [1596.7925](#) and related state regulations, including any complaint alleging that: (Education Code [8235.5](#); Health and Safety Code [1596.7925](#))

- a. The preschool does not have outdoor shade that is safe and in good repair.
- b. Drinking water is not accessible and/or readily available throughout the day.
- c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- d. Restroom facilities are not available only for preschoolers and kindergartners.
- e. The preschool program does not provide visual supervision of children at all times.
- f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- g. Playground equipment is not safe, in good repair, or age appropriate.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

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Filing of Complaint

A complaint alleging any condition(s) specified above shall be filed with the principal or designee.

Complaints regarding California State Preschool Program health and safety issues must be filed with the preschool program administrator or the administrator's designee.

The principal or designee or, if applicable, the preschool program administrator or his/her designee, shall forward a complaint about problems beyond his/her authority to the Superintendent or designee within 10 working days. (Education Code 35186; 5 CCR § 4680)

The principal or designee or, if applicable, the preschool program administrator or his/her designee, shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR § 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR §§ 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of the complaint, he/she may describe the complaint to the Governing Board at a regularly scheduled hearing. (Education Code 35186; 5 CCR § 4686)

For complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3 above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR section 4632. (Education Code 35186; 5 CCR § 4687)

For California State Preschool Program health and safety standards complaints, a complainant who is not satisfied with the resolution proffered by the preschool program administrator or the administrator's designee has the right to file an appeal to the State Superintendent of Public Instruction within 30 days of the date of the written report. (5 CCR § 4694 (a))

Complaints and written responses shall be public records. (Education Code 35186; 5 CCR § 4686)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Regulation #1312.4

unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR § 4686)

Forms and Notices

The Superintendent or designee shall ensure a complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR § 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR § 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

EDUCATION CODE:

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

[8235-8239.1](#) California State Preschool Programs

17592.72 Urgent or emergency repairs, School Facility Emergency Repair Account

33126 School accountability report card

35186 Williams uniform complaint procedures

35292.5 Restrooms, maintenance and cleanliness

48985 Notice to parents in language other than English

60119 Hearing on sufficiency of instructional materials

CODE OF REGULATIONS, TITLE 5

4600–4670 Uniform complaint procedures

[4680-4687](#) Williams uniform complaint procedures

HEALTH AND SAFETY CODE

[1596.792](#) California Child Day Care Act; general provisions and definitions

[1596.7925](#) California Child Day Care Act; health and safety regulations

UNITED STATES CODE, TITLE 20

[6314](#) Title I schoolwide program

Management Resources:

WEB SITES

CSBA: <http://www.csba.org>

California County Superintendents Educational Services Association: <http://www.ccsesa.org>

California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

State Allocation Board, Office of Public School Construction: <http://www.opsc.dgs.ca.gov>

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

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WILLIAMS UNIFORM COMPLAINT PROCEDURES

Types of Complaints

The district shall use the following procedures to investigate and resolve complaints when the complainant alleges that any of the following has occurred: (Education Code 35186; 5 CCR §§4680-4687)

1. Instructional materials
 - a. A student, including an English learner, does not have standards-aligned textbooks or instructional materials or state- or district-adopted textbooks or other required instructional materials to use in class.
 - b. A student does not have access to instructional materials to use at home or after school in order to complete required homework assignments. This does not require two sets of textbooks or instructional materials for each student.
 - c. Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - d. A student was provided photocopied sheets from only a portion of a textbook or instructional materials to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment
 - a. A semester begins and a certificated teacher is not assigned to teach the class.

Vacancy means a position to which a single designated certificated employee has not been assigned at the beginning of the year for an entire year or, if the position is for a one-semester course, a position to which a single designated certificated employee has not been assigned at the beginning of a semester for an entire semester. (Education Code 35186; 5 CCR § 4600)

Beginning of the year or semester means the first day classes necessary to serve all students enrolled are established with a single designated certificated employee assigned for the duration of the class, but not later than 20 working days after the first day students attend classes for that semester. (5 CCR § 4600)
 - b. A teacher who lacks credentials or training to teach English learners is assigned to teach a class with more than 20 percent English learner students in the class.
 - c. A teacher is assigned to teach a class for which the teacher lacks subject matter competency.

Misassignment means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential or the placement of a certificated employee in a teaching or services

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

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position that the employee is not otherwise authorized by statute to hold. (Education Code 35186; 5 CCR § 4600)

3. Facilities

- a. A condition poses an emergency or urgent threat to the health or safety of students or staff.

Emergency or urgent threat means structures or systems that are in a condition that poses a threat to the health and safety of students or staff while at school, including but not limited to gas leaks; nonfunctioning heating, ventilation, fire sprinklers, or air-conditioning systems; electrical power failure; major sewer stoppage; major pest or vermin infestation; broken windows or exterior doors or gates that will not lock and that pose a security risk; abatement of hazardous materials previously undiscovered that pose an immediate threat to students or staff; or structural damage creating a hazardous or uninhabitable condition. (Education Code 17592.72)

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

Clean or maintained school restroom means a school restroom has been cleaned or maintained regularly, is fully operational, or has been stocked at all times with toilet paper, soap, or paper towels or functional hand dryers. (Education Code 35292.5)

Open restroom means the school has kept all restrooms open during school hours when students are not in classes and has kept a sufficient number of restrooms open during school hours when students are in classes. This does not apply when the temporary closing of the restroom is necessary for student safety or to make repairs. (Education Code 35292.5)

4. Complaints regarding the noncompliance of a license-exempt California State Preschool Program (CSPP) with health and safety standards specified in Health and Safety Code [1596.7925](#) and related state regulations, including any complaint alleging that: (Education Code [8235.5](#); Health and Safety Code [1596.7925](#))

- a. The preschool does not have outdoor shade that is safe and in good repair.
- b. Drinking water is not accessible and/or readily available throughout the day.
- c. The preschool does not provide safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- d. Restroom facilities are not available only for preschoolers and kindergartners.
- e. The preschool program does not provide visual supervision of children at all times.
- f. Indoor or outdoor space is not properly contained or fenced or does not provide sufficient space for the number of children using the space at any given time.
- g. Playground equipment is not safe, in good repair, or age appropriate.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Regulation #1312.4

Filing of Complaint

A complaint alleging any condition(s) specified above shall be filed with the principal or designee. Complaints regarding California State Preschool Program health and safety issues must be filed with the preschool program administrator or the administrator's designee.

The principal or designee or, if applicable, the preschool program administrator or his/her designee, shall forward a complaint about problems beyond his/her authority to the Superintendent or designee within 10 working days. (Education Code 35186; 5 CCR § 4680)

The principal or designee or, if applicable, the preschool program administrator or his/her designee, shall make all reasonable efforts to investigate any problem within his/her authority. He/she shall remedy a valid complaint within a reasonable time period not to exceed 30 working days from the date the complaint was received. (Education Code 35186; 5 CCR § 4685)

Complaints may be filed anonymously. If the complainant has indicated on the complaint form that he/she would like a response to his/her complaint, the principal or designee shall report the resolution of the complaint to him/her within 45 working days of the initial filing of the complaint. At the same time, the principal or designee shall report the same information to the Superintendent or designee. (Education Code 35186; 5 CCR §§ 4680, 4685)

When Education Code 48985 is applicable and the complainant has requested a response, the response shall be written in English and in the primary language in which the complaint was filed. (Education Code 35186)

If a complainant is not satisfied with the resolution of the complaint, he/she may describe the complaint to the Governing Board at a regularly scheduled hearing. (Education Code 35186; 5 CCR § 4686)

For complaints concerning a facility condition that poses an emergency or urgent threat to the health or safety of students or staff as described in item #3 above, a complainant who is not satisfied with the resolution proffered by the principal or Superintendent or designee may file an appeal to the Superintendent of Public Instruction within 15 days of receiving the district's response. The complainant shall comply with the appeal requirements specified in 5 CCR section 4632. (Education Code 35186; 5 CCR § 4687)

For California State Preschool Program health and safety standards complaints, a complainant who is not satisfied with the resolution proffered by the preschool program administrator or the administrator's designee has the right to file an appeal to the State Superintendent of Public Instruction within 30 days of the date of the written report. (5 CCR § 4694 (a))

Complaints and written responses shall be public records. (Education Code 35186; 5 CCR § 4686)

Reports

The Superintendent or designee shall report summarized data on the nature and resolution of all complaints to the Board and the County Superintendent of Schools on a quarterly basis. The report shall include the number of complaints by general subject area with the number of resolved and

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

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unresolved complaints. These summaries shall be publicly reported on a quarterly basis at a regularly scheduled Board meeting. (Education Code 35186; 5 CCR § 4686)

Forms and Notices

The Superintendent or designee shall ensure a complaint form is available at each school. However, complainants need not use the district's complaint form in order to file a complaint. (Education Code 35186; 5 CCR § 4680)

The Superintendent or designee shall ensure that the district's complaint form contains a space to indicate whether the complainant desires a response to his/her complaint and specifies the location for filing a complaint. A complainant may add as much text to explain the complaint as he/she wishes. (Education Code 35186; 5 CCR § 4680)

The Superintendent or designee shall ensure that a notice is posted in each classroom in each school containing the components specified in Education Code 35186. (Education Code 35186)

EDUCATION CODE:

234.1 Prohibition of discrimination, harassment, intimidation, and bullying

1240 County superintendent of schools, duties

[8235-8239.1](#) California State Preschool Programs

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Management Resources:

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California Department of Education, Williams case: <http://www.cde.ca.gov/eo/ce/wc>

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

WILLIAMS UNIFORM COMPLAINT PROCEDURES

NOTICE TO PARENTS/GUARDIANS: COMPLAINT RIGHTS

Parents/Guardians:

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

1. There should be sufficient textbooks and instructional materials. For there to be sufficient textbooks and instructional materials, each student, including English learners, must have a textbook or instructional material, or both, to use in class and to take home to complete required homework assignments.
2. School facilities must be clean, safe, and maintained in good repair.
3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present. "Misassignment" means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential, or placement in a teaching or services position for which the employee is not otherwise authorized by statute to hold.

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURE

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

Response requested? ☐ Yes ☐ No

Date: _____

Name: _____

Address: _____

Phone Number: Day: _____ Evening: _____

Email: _____

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

1. Textbooks and instructional materials:
 - ☐ A student lacks textbooks or instructional materials to use in class.
 - ☐ A student does not have access to instructional materials to use at home or after school to complete homework assignments.
 - ☐ Textbooks or instructional materials are in poor or unusable condition, have missing pages, or are unreadable due to damage.
 - ☐ A student was provided photocopied sheets from only a portion of a textbook or instructional material to address a shortage of textbooks or instructional materials.
2. Teacher vacancy or misassignment:
 - ☐ A semester begins and a certificated teacher is not assigned to teach the class.
 - ☐ A teacher lacks credentials or training to teach English learners or is assigned to teach a class with more than 20% English learners in the class.
 - ☐ A teacher is assigned to teach a class for which the teacher lacks subject matter competency.
3. Facility conditions:
 - ☐ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff as defined in Administrative Regulation 1312.4.
 - ☐ A school restroom has not been cleaned, maintained or kept open in accordance with Education Code 35292.5.

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**Community Relations**

Exhibit # 1312.4

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

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

Please provide a signature below. If you wish to remain anonymous, a signature is not required. However, all complaints, even anonymous ones, should be dated. Please note that all complaints and responses are public records.

Signature

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

STATE PRESCHOOL PROGRAM HEALTH AND SAFETY ISSUES – COMPLAINTS

NOTICE TO PARENTS/GUARDIANS, STUDENTS AND TEACHERS: PRESCHOOL COMPLAINT RIGHTS

The District operates a California State Preschool Program (CSPP) that is exempt from state licensing, which is located at 1004 David Avenue in Pacific Grove. Complaints regarding state preschool health and safety issues are processed under the District's Regulation and this Exhibit #1312.4. Complaints must be filed with the preschool program administrator, or his/her designee, and may be filed anonymously.

Any CSPP that is exempt from licensure must have:

- (1) Outdoor shade that is safe and in good repair.
- (2) Drinking water that is accessible and readily available throughout the day.
- (3) Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- (4) Restroom facilities that are only available for preschoolers and kindergartners.
- (5) Visual supervision of children at all times.
- (6) Indoor and outdoor space that is properly contained or fenced and provides sufficient space for the number of children using the space at any given time.
- (7) Playground equipment must be safe, in good repair, and age appropriate.

To file a CSPP health and safety complaint, you may complete the optional complaint form below. Complaint forms are also available from the preschool program administrator, or his/her designee, or from the District Office. Please submit complaints to the preschool program administrator or his/her designee. See District Regulation #1312.4 for more information.

COMPLAINT FORM

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

Response requested? ☐ Yes ☐ No

Date: _____

Name: _____

Address: _____

Phone Number: _____ Day: _____ Evening: _____

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

Email: _____

Date problem was observed: _____

Room number/name of room/name of the facility where the problem was observed:

Specific Issue(s) of the Complaint

Only the following issues may be the subject of this CSPP complaint process. If you wish to complain about an issue not listed below, please contact the preschool or the District for the appropriate complaint procedure.

Please check all that apply. A complaint may have more than one allegation:

- ☐ The preschool does not have outdoor shade that is safe and in good repair.
- ☐ Drinking water is not accessible and/or readily available throughout the day.
- ☐ The preschool does not have safe and sanitary restroom facilities with one toilet and a handwashing fixture for every 15 children.
- ☐ Restroom facilities are not available only for preschoolers and kindergartners.
- ☐ The preschool program does not provide visual supervision of children at all times.
- ☐ Indoor and outdoor space is not properly contained or fenced and/or does not provide sufficient space for the number of children using the space at any given time.
- ☐ Playground equipment is not safe, in good repair, or age appropriate.

Please describe these specific issue(s) in detail below. You may attach additional pages if needed to fully describe the situation.

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

Please file this complaint with the preschool administrator or his/her designee.

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Please provide a signature below. A signature is not required if you wish to remain anonymous.
However, all complaints must be dated.

Signature (optional)

Date (required)

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT**Community Relations****Exhibit # 1312.4****WILLIAMS UNIFORM COMPLAINT PROCEDURES****NOTICE TO PARENTS/GUARDIANS:
COMPLAINT RIGHTS**

Parents/Guardians:

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3. There should be no teacher vacancies or misassignments. There should be a teacher assigned to each class and not a series of substitutes or other temporary teachers. The teacher should have the proper credential to teach the class, including the certification required to teach English learners, if present. "Misassignment" means the placement of a certificated employee in a teaching or services position for which the employee does not hold a legally recognized certificate or credential, or placement in a teaching or services position for which the employee is not otherwise authorized by statute to hold.

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

COMPLAINT FORM: WILLIAMS UNIFORM COMPLAINT PROCEDURE

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

Response requested? ☐ Yes ☐ No

Date: _____

Name: _____

Address: _____

Phone Number: Day: _____ Evening: _____

Email: _____

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

1. Textbooks and instructional materials:

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- ☐ A student was provided photocopied sheets from only a portion of a textbook or instructional material to address a shortage of textbooks or instructional materials.

2. Teacher vacancy or misassignment:

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

3. Facility conditions:

- ☐ A condition exists that poses an emergency or urgent threat to the health or safety of students or staff as defined in Administrative Regulation 1312.4.
- ☐ A school restroom has not been cleaned, maintained or kept open in accordance with Education Code 35292.5.

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**Community Relations****Exhibit # 1312.4**

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Signature

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

STATE PRESCHOOL PROGRAM HEALTH AND SAFETY ISSUES – COMPLAINTS

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Any CSPP that is exempt from licensure must have:

- (1) Outdoor shade that is safe and in good repair.
- (2) Drinking water that is accessible and readily available throughout the day.
- (3) Safe and sanitary restroom facilities with one toilet and handwashing fixture for every 15 children.
- (4) Restroom facilities that are only available for preschoolers and kindergartners.
- (5) Visual supervision of children at all times.
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- (7) Playground equipment must be safe, in good repair, and age appropriate.

To file a CSPP health and safety complaint, you may complete the optional complaint form below. Complaint forms are also available from the preschool program administrator, or his/her designee, or from the District Office. Please submit complaints to the preschool program administrator or his/her designee. See District Regulation #1312.4 for more information.

COMPLAINT FORM

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

Response requested? ☐ Yes ☐ No

Date: _____

Name: _____

Address: _____

Phone Number: _____ Day: _____ Evening: _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Community Relations

Exhibit # 1312.4

Email: _____

Date problem was observed: _____

Room number/name of room/name of the facility where the problem was observed:

Specific Issue(s) of the Complaint

Only the following issues may be the subject of this CSPP complaint process. If you wish to complain about an issue not listed below, please contact the preschool or the District for the appropriate complaint procedure.

Please check all that apply. A complaint may have more than one allegation:

- ☐ The preschool does not have outdoor shade that is safe and in good repair.
- ☐ Drinking water is not accessible and/or readily available throughout the day.
- ☐ The preschool does not have safe and sanitary restroom facilities with one toilet and a handwashing fixture for every 15 children.
- ☐ Restroom facilities are not available only for preschoolers and kindergartners.
- ☐ The preschool program does not provide visual supervision of children at all times.
- ☐ Indoor and outdoor space is not properly contained or fenced and/or does not provide sufficient space for the number of children using the space at any given time.
- ☐ Playground equipment is not safe, in good repair, or age appropriate.

Please describe these specific issue(s) in detail below. You may attach additional pages if needed to fully describe the situation.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**Community Relations****Exhibit # 1312.4**

Please file this complaint with the preschool administrator or his/her designee.

Please provide a signature below. A signature is not required if you wish to remain anonymous.
However, all complaints must be dated.

Signature (optional)

Date (required)

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

SUBJECT: Contract for Services with Goodies Delicatessen for June and July 2021 Lunch Vouchers

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Stephanie Lip, School Nutrition Director

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Goodies Delicatessen to provide lunch vouchers for meals for students of Pacific Grove Unified School District (PGUSD) in June and July 2021.

BACKGROUND:

On May 20, 2021, the Board approved the District's Expanded Learning Opportunities Grant proposal, which allows access to school meal programs to PGUSD students to redeem lunch meals at participating restaurants for the months of June and July. On May 21, 2021, the District Administration sent out an announcement to the community to apply for the lunch vouchers for their PGUSD student(s) with a deadline of May 28, 2021. On June 7, 2021, Bagel Kitchen, one of the partnered food establishments, decided to cease participation in the "lunch voucher" program with PGUSD. On June 10, 2021, Goodies Delicatessen confirmed to be a participating food establishment in the PGUSD "lunch voucher" program, beginning service on Monday, June 14, 2021.

INFORMATION:

The Board approved for students to receive vouchers to redeem a free lunch meal at a participating restaurant every weekday in June and July. There are 22 weekdays in June and 22 weekdays in July. Each voucher redeemed will cost the District \$5.00. The voucher(s) must be presented and given to the restaurant at the time of lunch redemption and the restaurant must keep the voucher(s) as a means to invoice the District. The District Administration will collect the "redeemed" vouchers from the restaurants monthly.

FISCAL IMPACT:

Up to \$30,000; June 14, 2021 to July 31, 2021; Elementary and Secondary School Emergency Relief (ESSER) II, Resource 3212

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 Goodies Delicatessen for services rendered as specified below.

1. Scope of Service:

To provide lunch meals in June and July for students of Pacific Grove Unified School District valued at \$5.00 through a voucher redemption system.

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

Students who have applied will receive individual vouchers for 22 weekdays in June and 22 weekdays in July. The voucher must be presented and given to the participating restaurant to redeem a lunch meal. The participating restaurant will retain the vouchers as receipt. The District Administration will collect voucher receipts from participating restaurants at the end of each month.

3. Length of the Contract:

Service is to be provided on the following date(s):
June 14, 2021 – July 31, 2021

4. Financial Consideration:

To be paid at the rate of:
\$5.00 per voucher redeemed
Funding Source: ESSER II, Resource 3212
Account Code:

Consultant: Goodies Delicatessen

Address 518 Lighthouse Ave, Pacific Grove, CA 93950 Phone:(831)-655-3663

Signed _____ Date _____

Email _____

☐

District Employee

☒

Independent Consultant

Signed Stephanie Lip Date 6/10/2021

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.

Stephanie Lip
District/Site Administrator

6/10/2021
Date

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

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

SUBJECT: Public Hearing of The Tentative Agreement with The California School Employees Association (CSEA) for 2020-21

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) for 2020-21

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and CSEA.

The Pacific Grove Unified School District (District) and the Classified School Employees Association and its Pacific Grove Chapter 229 (“CSEA”) (collectively referred to as “the parties”) agree to the following items (“Agreement”) to close negotiations for the 2020-2021 school year:

1. ARTICLE 2 – WAGES

The parties agree to a 3.0% compensation increase effective July 1, 2020, the amount to be applied toward the salary schedule. In addition, the district shall pay a \$2,500 per 1.0 FTE one-time off schedule payment, to be paid on or before July 15, 2021.

2. WAGES, ARTICLE II, O.

Effective July 1, 2021, employees in the maintenance, grounds, and custodial departments shall be eligible for up to \$150.00 per every other fiscal year reimbursable amount for appropriate footwear (work boots and non-slip shoes) to maintain a safe and

secure work environment. Unspent balances for any show allowance will not accrue. This is non-precedent setting for other employee groups.

3. ARTICLE 3 – HEALTH AND WELFARE BENEFITS

This article shall remain Status Quo.

4. EVALUATION

A revised Evaluation Form and Instruction has been completed.

FISCAL IMPACT:

Article 2 – WAGES:

	<u>Total Compensation of 3%</u>	<u>\$2,500 one-time off schedule *</u>	<u>Total Fund</u>
General Fund	\$216,349	\$49,716 + \$198,864 (IPI)	\$464,929
Adult Ed Fund	\$ 24,234	\$ 7,235 (IPI)	\$ 31,469
Child Development Fund	\$ 6,518	\$3,889 + \$15,557 (IPI)	\$ 25,964
Cafeteria Fund	\$ 6,076	\$2,407 + \$9,629 (IPI)	\$ 18,112

Total compensation (including statutory costs) for the 3.0% in 2020-21 is \$253,177.

Total compensation for \$2,500 per 1.0 FTE one-time off schedule payment is estimated at \$287,297 with the combinations between the funds and IPI as listed. The actual expenditures will be subject to the retro calculations. AB 86 In-Person Instructional (IPI) grants relieved the General Fund for in-person classified salaries.

Grand total = \$540,474

*Approximately \$500 from the various Funds and approximately \$2,000 from the In-Person Instructional Grants



www.pgusd.org

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

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Song Chin-Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, June 17, 2021, regarding

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENTS FOR CALIFORNIA SCHOOL EMPLOYEES ASSOCIATION (CSEA)

The hearing will be held during the regular virtual Board meeting, which begins at 6:30 p.m. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreement will be available for public viewing beginning June 14, 2021, through June 17, 2021. For more information, please contact Billie Mankey, Director II Human Resource at 646-6507.

Posted: June 3, 2021

Pacific Grove Unified School District and
California School Employees Association and its Pacific Grove Chapter 229
2020-2021 Negotiations
Tentative Agreement

The Pacific Grove Unified School District ("District") and the California School Employees Association and its Pacific Grove Chapter 229 ("CSEA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2020-2021 school year.

1. ARTICLE 2 – WAGES

The parties agree to a 3.0% compensation increase effective July 1, 2020, the amount to be applied toward the salary schedule. In addition, the district shall pay a \$2,500 per 1.0 FTE one-time off schedule payment, to be paid on or before July 15, 2021.

2. ARTICLE 3 - HEALTH AND WELFARE BENEFITS

This article shall remain Status Quo.

3. EVALUATION

A revised Evaluation Form and Instructions is attached.

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and CSEA.

For CSEA:

DocuSigned by:
Leslie Terrullo 5/26/2021
EB81042A3C154E9...

DocuSigned by:
[Signature] 5/26/2021
733AB4A2AB434F4...

DocuSigned by:
Patti Odell 5/26/2021
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DocuSigned by:
Bobby Howell 5/26/2021
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DocuSigned by:
[Signature] 5/26/2021
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For the District:

DocuSigned by:
Billie Mankey 5/26/2021
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DocuSigned by:
Song Chin-Bun 5/26/2021
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DocuSigned by:
[Signature] 5/27/2021
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**Pacific Grove Unified School District and
California School Employees Association and its Pacific Grove Chapter 229
2020-2021 Negotiations
Tentative Agreement**


The Pacific Grove Unified School District ("District") and the California School Employees Association and its Pacific Grove Chapter 229 ("CSEA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2020-2021 school year.


1. WAGES, ARTICLE II, O.


Effective July 1, 2021 employees in the maintenance, grounds, and custodial departments shall be eligible for up to \$150.00 per every other fiscal year reimbursable amount for appropriate footwear (work boots and non-slip shoes) to maintain a safe and secure work environment. Unspent balances for any shoe allowance will not accrue. This is non-precedent setting for other employee groups.


Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and CSEA.


For CSEA:

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 5/26/2021
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For the District:

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DocuSigned by:
 5/27/2021
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Monterey County Office of Education

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Pacific Grove Unified School District
Name of Bargaining Unit:	California School Employees Association (CSEA)
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning:	July 1, 2020 <small>(date)</small>	and ending:	June 30, 2021 <small>(date)</small>
The Governing Board will act upon this agreement on:	June 17, 2021 <small>(date)</small>		

This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

A. Proposed Change in Compensation

Compensation	Column 1 Current Year Annual Cost Prior to Proposed Agreement FY 2020-21	Fiscal Impact of Proposed Agreement		
		Column 2 Current Year Increase/(Decrease) FY 2020-21	Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease) FY 2021-22	Column 4 MultiYr Agreement only: 2nd Subsequent Year Increase/(Decrease) FY 2022-23
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 5,516,024	\$ 165,480.72	\$ -	\$ -
		3.00%	0.00%	0.00%
2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 225,900		
Description of other compensation				
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,695,626	\$ 73,549.13	\$ -	\$ -
		4.338%	0.00%	0.00%
4 Health/Welfare Plans			\$ -	\$ -
5 Total Compensation - Add Items 1 thru 4	\$ 7,211,650	\$ 464,930	\$ -	\$ -
		6.447%	0.00%	0.00%
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	90.36	90.36	90.36	90.36
8 Total Compensation <u>Average</u> Cost per Employee	\$ 79,810	\$ 5,145	\$ -	\$ -
		6.447%	0.00%	0.00%

Pacific Grove Unified School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

3.0% compensation increase effective July 1, 2020, the amount to be applied toward the salary schedule. In addition, there is a \$2,500 per 1.0 FTE one-time off schedule payment.

10. What was the negotiated percentage increase: On-Going ☒ OR One-Time ☐

11. Are there reopeners? Yes ☐ No ☒

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

The In-Person Instructional Grants allow for salaries for certificated and classified employees providing in-person instruction or services. The IPI funds will be used to pay for certificated and classified positions who have provided in-person instruction/services since April 6, 2021, which will free up General Fund dollars for the one-time payments.

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☐ No ☒

If yes, please describe the cap amount.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

Pacific Grove Unified School District

D. What contingency language is included in the proposed agreement?

None

E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

There is surplus in 2020-21 to cover this settlement.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement:

1. Current Year

General Fund property taxes

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Increase in property tax receipts.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is an agreement for 2020-21 with ongoing and one time costs. General Fund property taxes increased 5.14% this year and it's projected to increase 4.15% next fiscal year, 2021-22.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund				
Bargaining Unit: California School Employees Association (CSEA)				
	Column 1 Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	* Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
UNRESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440
Remaining Revenues (8100-8799)	\$ 535,956	\$ 617,433	\$ -	\$ 1,153,389
TOTAL UNRESTRICTED REVENUES	\$ 32,305,396	\$ 617,433	\$ -	\$ 32,922,829
UNRESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 14,311,259			\$ 14,311,259
Classified Salaries (2000-2999)	\$ 4,301,507	\$ 97,065	\$ 138,975	\$ 4,537,547
Employee Benefits (3000-3999)	\$ 4,657,478	\$ 29,838	\$ 13,953	\$ 4,701,269
Books and Supplies (4000-4999)	\$ 521,248	\$ -	\$ -	\$ 521,248
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ -	\$ -	\$ 2,107,428
Capital Outlay (6000-6599)	\$ 26,908	\$ -	\$ -	\$ 26,908
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ -	\$ -	\$ 16,746
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ -	\$ -	\$ (207,991)
Other Adjustments				
TOTAL UNRESTRICTED EXPENDITURES	\$ 25,734,583	\$ 126,902	\$ 152,928	\$ 26,014,413
OPERATING SURPLUS/(DEFICIT)	\$ 6,570,813	\$ 490,531	\$ (152,928)	\$ 6,908,416
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448
Contributions (8980-8999)	\$ (5,254,359)	\$ -	\$ -	\$ (5,254,359)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 828,006	\$ 490,531	\$ (152,928)	\$ 1,165,609
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235			\$ 4,496,235
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURR YR UNRESTRICTED ENDING BALANCE	\$ 5,324,241	\$ 490,531	\$ (152,928)	\$ 5,661,844
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 4,181,831	\$ 490,531	\$ (152,928)	\$ 4,519,434
Reserve for Economic Uncertainties (9789)	\$ 1,137,410		\$ -	\$ 1,137,410
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ (0)	\$ (0)

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
RESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
TOTAL RESTRICTED REVENUES	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
RESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,430,151			\$ 3,430,151
Classified Salaries (2000-2999)	\$ 2,280,538	\$ 68,416	\$ 86,925	\$ 2,435,879
Employee Benefits (3000-3999)	\$ 3,177,887	\$ 21,031	\$ 8,728	\$ 3,207,646
Books and Supplies (4000-4999)	\$ 1,300,251	\$ -	\$ -	\$ 1,300,251
Services, Other Operating Expenses (5000-5999)	\$ 618,908	\$ -	\$ -	\$ 618,908
Capital Outlay (6000-6599)	\$ 9,000	\$ -	\$ -	\$ 9,000
Other Outgo (7100-7299) (7400-7499)	\$ 114,063	\$ -	\$ -	\$ 114,063
Direct Support/Indirect Cost (7300-7399)	\$ 131,451	\$ -	\$ -	\$ 131,451
Other Adjustments				
TOTAL RESTRICTED EXPENDITURES	\$ 11,062,249	\$ 89,447	\$ 95,653	\$ 11,247,350
OPERATING SURPLUS (DEFICIT)	\$ (5,833,191)	\$ (89,447)	\$ (95,653)	\$ (6,018,292)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 5,254,359	\$ -	\$ -	\$ 5,254,359
CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE	\$ (578,832)	\$ (89,447)	\$ (95,653)	\$ (763,933)
RESTRICTED BEGINNING FUND BALANCE	\$ 916,593			\$ 916,593
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
CURR YR RESTRICTED ENDING BALANCE	\$ 337,761	\$ (89,447)	\$ (95,653)	\$ 152,660
COMPONENTS OF ENDING FUND BALANCE:				
Restricted Amounts (9740)	\$ 337,761	\$ (89,447)	\$ (95,653)	\$ 152,660

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1 Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	* Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440
Remaining Revenues (8100-8799)	\$ 5,765,014	\$ 617,433	\$ -	\$ 6,382,447
TOTAL REVENUES	\$ 37,534,454	\$ 617,433	\$ -	\$ 38,151,887
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 17,741,410	\$ -	\$ -	\$ 17,741,410
Classified Salaries (2000-2999)	\$ 6,582,045	\$ 165,481	\$ 225,900	\$ 6,973,426
Employee Benefits (3000-3999)	\$ 7,835,365	\$ 50,869	\$ 22,681	\$ 7,908,915
Books and Supplies (4000-4999)	\$ 1,821,499	\$ -	\$ -	\$ 1,821,499
Services, Other Operating Expenses (5000-5999)	\$ 2,726,336	\$ -	\$ -	\$ 2,726,336
Capital Outlay (6000-6599)	\$ 35,908	\$ -	\$ -	\$ 35,908
Other Outgo (7100-7299) (7400-7499)	\$ 130,809	\$ -	\$ -	\$ 130,809
Direct Support/Indirect Cost (7300-7399)	\$ (76,540)	\$ -	\$ -	\$ (76,540)
Other Adjustments				
TOTAL EXPENDITURES	\$ 36,796,832	\$ 216,349	\$ 248,581	\$ 37,261,763
OPERATING SURPLUS (DEFICIT)	\$ 737,622	\$ 401,084	\$ (248,581)	\$ 890,124
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 249,174	\$ 401,084	\$ (248,581)	\$ 401,676
BEGINNING FUND BALANCE	\$ 5,412,828			\$ 5,412,828
Pri Yr Audit Adjustmnts/Restatements (9793/9795)	\$ -		\$ -	\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 5,662,002	\$ 401,084	\$ (248,581)	\$ 5,814,504
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Restricted Amounts (9740)	\$ 337,761	\$ (89,447)	\$ (95,653)	\$ 152,660
Committed/Assigned Amounts (9750-9780)	\$ 4,181,831	\$ 490,531	\$ (152,928)	\$ 4,519,434
Reserve for Economic Uncertainties (9789)	\$ 1,137,410	\$ -	\$ -	\$ 1,137,410
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ (0)	\$ (0)
Reserve for Economic Uncertainties Percentage	3.05%			3.01%

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund

Enter Bargaining Unit:

California School Employees Association (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 264,937	\$ -	\$ -	\$ 264,937
Remaining Revenues (8100-8799)	\$ 1,608,302	\$ -	\$ -	\$ 1,608,302
TOTAL REVENUES	\$ 1,873,239	\$ -	\$ -	\$ 1,873,239
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 525,700		\$ -	\$ 525,700
Classified Salaries (2000-2999)	\$ 750,355	\$ 18,536	\$ 6,575	\$ 775,466
Employee Benefits (3000-3999)	\$ 412,189	\$ 5,698	\$ 660	\$ 418,547
Books and Supplies (4000-4999)	\$ 211,511	\$ -	\$ -	\$ 211,511
Services, Other Operating Expenses (5000-5999)	\$ 67,065	\$ -	\$ -	\$ 67,065
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 52,000	\$ -	\$ -	\$ 52,000
TOTAL EXPENDITURES	\$ 2,018,820	\$ 24,234	\$ 7,235	\$ 2,050,290
OPERATING SURPLUS (DEFICIT)	\$ (145,581)	\$ (24,234)	\$ (7,235)	\$ (177,051)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (145,581)	\$ (24,234)	\$ (7,235)	\$ (177,051)
BEGINNING FUND BALANCE	\$ 1,922,958			\$ 1,922,958
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,777,377	\$ (24,234)	\$ (7,235)	\$ 1,745,907
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)		\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 374,064	\$ -	\$ -	\$ 374,064
Committed/Assigned Amounts (9750-9780)	\$ 1,403,313	\$ (24,234)	\$ (7,235)	\$ 1,371,843

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Child Development Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 128,838	\$ -	\$ -	\$ 128,838
TOTAL REVENUES	\$ 128,838	\$ -	\$ -	\$ 128,838
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 63,139			\$ 63,139
Classified Salaries (2000-2999)	\$ 166,176	\$ 4,985.28	\$ 17,672	\$ 188,833
Employee Benefits (3000-3999)	\$ 83,071	\$ 1,532	\$ 1,774	\$ 86,378
Books and Supplies (4000-4999)	\$ 9,400	\$ -	\$ -	\$ 9,400
Services, Other Operating Expenses (5000-5999)	\$ 5,745	\$ -	\$ -	\$ 5,745
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 24,540	\$ -	\$ -	\$ 24,540
TOTAL EXPENDITURES	\$ 352,071	\$ 6,518	\$ 19,446	\$ 378,035
OPERATING SURPLUS (DEFICIT)	\$ (223,233)	\$ (6,518)	\$ (19,446)	\$ (249,197)
Transfers In and Other Sources (8910-8979)	\$ 224,866	\$ -	\$ -	\$ 224,866
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,633	\$ (6,518)	\$ (19,446)	\$ (24,331)
BEGINNING FUND BALANCE	\$ 284			\$ 284
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,917	\$ (6,518)	\$ (19,446)	\$ (24,047)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 1,633	\$ -	\$ -	\$ 1,633
Committed/Assigned Amounts (9750-9780)	\$ 284	\$ (6,518)	\$ (19,446)	\$ (25,680)

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Cafeteria Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 287,611	\$ -	\$ -	\$ 287,611
TOTAL REVENUES	\$ 287,611	\$ -	\$ -	\$ 287,611
EXPENDITURES				
Certificated Salaries (1000-1999)		\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ 267,456	\$ 4,647.39	\$ 10,938	\$ 283,041
Employee Benefits (3000-3999)	\$ 82,711	\$ 1,429	\$ 1,098	\$ 85,238
Books and Supplies (4000-4999)	\$ 179,723	\$ -	\$ -	\$ 179,723
Services, Other Operating Expenses (5000-5999)	\$ 16,770	\$ -	\$ -	\$ 16,770
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 546,660	\$ 6,076	\$ 12,036	\$ 564,772
OPERATING SURPLUS (DEFICIT)	\$ (259,049)	\$ (6,076)	\$ (12,036)	\$ (277,161)
Transfers In and Other Sources (8910-8979)	\$ 263,582	\$ -	\$ -	\$ 263,582
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 4,533	\$ (6,076)	\$ (12,036)	\$ (13,579)
BEGINNING FUND BALANCE	\$ 7,653			\$ 7,653
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 12,186	\$ (6,076)	\$ (12,036)	\$ (5,926)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 11,119	\$ -	\$ -	\$ 11,119
Committed/Assigned Amounts (9750-9780)	\$ 1,067	\$ (6,076)	\$ (12,036)	\$ (17,045)

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

California School Employees Association (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Bargaining Unit: **Unrestricted General Fund Multiyear Projection**
California School Employees Association (CSEA)

	FY 2020-21	FY 2021-22	FY 2022-23
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
UNRESTRICTED REVENUES			
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ 32,837,393	\$ 33,747,072
Remaining Revenues (8100-8799)	\$ 1,153,389	\$ 532,430	\$ 532,430
TOTAL UNRESTRICTED REVENUES	\$ 32,922,829	\$ 33,369,823	\$ 34,279,502
UNRESTRICTED EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 14,311,259	\$ 14,311,259	\$ 14,937,463
Classified Salaries (2000-2999)	\$ 4,537,547	\$ 4,555,333	\$ 4,632,909
Employee Benefits (3000-3999)	\$ 4,701,269	\$ 4,950,799	\$ 5,522,757
Books and Supplies (4000-4999)	\$ 521,248	\$ 523,854	\$ 526,474
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ 2,173,145	\$ 2,292,259
Capital Outlay (6000-6999)	\$ 26,908	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ 16,476	\$ 16,746
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ (207,991)	\$ (207,991)
Other Adjustments		\$ -	\$ -
TOTAL UNRESTRICTED EXPENDITURES	\$ 26,014,413	\$ 26,322,875	\$ 27,720,618
OPERATING SURPLUS (DEFICIT)	\$ 6,908,416	\$ 7,046,948	\$ 6,558,884
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ 245,514	\$ 93,822
Contributions (8980-8999) (Enter as a negative)	\$ (5,254,359)	\$ (5,299,240)	\$ (5,727,482)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 1,165,609	\$ 1,502,194	\$ 737,580
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235	\$ 5,661,844	\$ 7,164,037
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		
UNRESTRICTED ENDING FUND BALANCE	\$ 5,661,844	\$ 7,164,037	\$ 7,901,618
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ 5,000	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 4,519,434	\$ 6,035,266	\$ 6,750,401
Reserve for Economic Uncertainties (9789)	\$ 1,137,410	\$ 1,123,771	\$ 1,146,217
Unappropriated/Unappropriated Amounts (9790)	\$ (0)	\$ 0	\$ (0)

WARNING: 9790 Unappropriated Amounts must be positive

Monterey County Office of Education

Pacific Grove Unified School District

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

	FY 2020-21	FY 2021-22	FY 2022-23
a. Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 37,750,211	\$ 37,459,020	\$ 38,207,233
b. State Standard Minimum Reserve Percentage for this District Enter percentage: 3.00%	3.00%	3.00%	3.00%
c. State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b, or \$67,000)	\$ 1,132,506	\$ 1,123,771	\$ 1,146,217

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a. General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,137,410	\$ 1,123,771	\$ 1,146,217
b. General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ (0)	\$ 0	\$ (0)
c. Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d. Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e. Total Available Reserves	\$ 1,137,410	\$ 1,123,771	\$ 1,146,217
f. Reserve for Economic Uncertainties Percentage	3.01%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2020-21	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
FY 2021-22	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
FY 2022-23	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Pacific Grove Unified School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Pacific Grove Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2019 to June 30, 2020.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	617,433
\$	540,476
\$	76,957

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

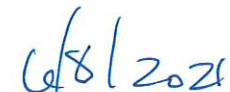
See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify



District Superintendent
(Signature)



Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)



Date

Assumptions

The assumptions upon which this certification is made are as follows:

Property Tax revenues are expected to increase 5.14% in 2020-21 and at least 4.15% in 2021-22.

Enrollment is projected to decline slightly by 7 students.

There is no projected increase of Certificated and Classified FTE next or the subsequent budget years.

There are savings from substitute and non-position-control salaries and benefits due to covid 19 closure of schools during most of 2020-21.

Concerns regarding affordability of agreement in subsequent years (if any):

None

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

Song Chin-Bendib
Contact Person

(831)646-6509
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on: June 17, 2021, took action to approve the proposed Agreement with the California School Employees Association (CSEA) **Bargaining Unit.**

President (or Clerk), Governing Board
(Signature)

Date

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

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

SUBJECT: Approval of The Tentative Agreement with The California School Employees Association (CSEA) for 2020-21

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association (CSEA) for 2020-21

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and CSEA.

The Pacific Grove Unified School District (District) and the Classified School Employees Association and its Pacific Grove Chapter 229 (“CSEA”) (collectively referred to as “the parties”) agree to the following items (“Agreement”) to close negotiations for the 2020-2021 school year:

1. ARTICLE 2 – WAGES

The parties agree to a 3.0% compensation increase effective July 1, 2020, the amount to be applied toward the salary schedule. In addition, the district shall pay a \$2,500 per 1.0 FTE one-time off schedule payment, to be paid on or before July 15, 2021.

2. WAGES, ARTICLE II, O.

Effective July 1, 2021, employees in the maintenance, grounds, and custodial departments shall be eligible for up to \$150.00 per every other fiscal year reimbursable amount for appropriate footwear (work boots and non-slip shoes) to maintain a safe and

secure work environment. Unspent balances for any show allowance will not accrue. This is non-precedent setting for other employee groups.

3. ARTICLE 3 – HEALTH AND WELFARE BENEFITS

This article shall remain Status Quo.

4. EVALUATION

A revised Evaluation Form and Instruction has been completed.

FISCAL IMPACT:

Article 2 – WAGES:

	<u>Total Compensation of 3%</u>	<u>\$2,500 one-time off schedule *</u>	<u>Total Fund</u>
General Fund	\$216,349	\$49,716 + \$198,864 (IPI)	\$464,929
Adult Ed Fund	\$ 24,234	\$ 7,235 (IPI)	\$ 31,469
Child Development Fund	\$ 6,518	\$3,889 + \$15,557 (IPI)	\$ 25,964
Cafeteria Fund	\$ 6,076	\$2,407 + \$9,629 (IPI)	\$ 18,112

Total compensation (including statutory costs) for the 3.0% in 2020-21 is \$253,177.

Total compensation for \$2,500 per 1.0 FTE one-time off schedule payment is estimated at \$287,297 with the combinations between the funds and IPI as listed. The actual expenditures will be subject to the retro calculations. AB 86 In-Person Instructional (IPI) grants relieved the General Fund for in-person classified salaries.

Grand total = \$540,474

*Approximately \$500 from the various Funds and approximately \$2,000 from the In-Person Instructional Grants

Pacific Grove Unified School District and
California School Employees Association and its Pacific Grove Chapter 229
2020-2021 Negotiations
Tentative Agreement

The Pacific Grove Unified School District ("District") and the California School Employees Association and its Pacific Grove Chapter 229 ("CSEA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2020-2021 school year.

1. ARTICLE 2 – WAGES

The parties agree to a 3.0% compensation increase effective July 1, 2020, the amount to be applied toward the salary schedule. In addition, the district shall pay a \$2,500 per 1.0 FTE one-time off schedule payment, to be paid on or before July 15, 2021.

2. ARTICLE 3 - HEALTH AND WELFARE BENEFITS

This article shall remain Status Quo.

3. EVALUATION

A revised Evaluation Form and Instructions is attached.

Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and CSEA.

For CSEA:

DocuSigned by:
Leslie Tenunillo 5/26/2021
EB81042A3C154E9...

DocuSigned by:
[Signature] 5/26/2021
733AB4A2AB434F4...

DocuSigned by:
Patti Odell 5/26/2021
3D20E944BDEE45E...

DocuSigned by:
Bobby Howell 5/26/2021
DE2DE28A97A4486...

DocuSigned by:
[Signature] 5/26/2021
8829229A496140B...

For the District:

DocuSigned by:
Billie Mankey 5/26/2021
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DocuSigned by:
Song Chin-Bun 5/26/2021
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[Signature] 5/27/2021
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**Pacific Grove Unified School District and
California School Employees Association and its Pacific Grove Chapter 229
2020-2021 Negotiations
Tentative Agreement**


The Pacific Grove Unified School District ("District") and the California School Employees Association and its Pacific Grove Chapter 229 ("CSEA") (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2020-2021 school year.


1. WAGES, ARTICLE II, O.


Effective July 1, 2021 employees in the maintenance, grounds, and custodial departments shall be eligible for up to \$150.00 per every other fiscal year reimbursable amount for appropriate footwear (work boots and non-slip shoes) to maintain a safe and secure work environment. Unspent balances for any shoe allowance will not accrue. This is non-precedent setting for other employee groups.


Ratification: This Agreement shall take effect and become binding on the Parties upon ratification by the PGUSD Governing Board and CSEA.


For CSEA:

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 5/26/2021
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 5/26/2021
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For the District:

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 5/26/2021
6E504A702301406...

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 5/26/2021
022A8DF2C4AA412...

DocuSigned by:
 5/27/2021
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Monterey County Office of Education

ACTION/DISCUSSION A
Page 1

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Pacific Grove Unified School District
Name of Bargaining Unit:	California School Employees Association (CSEA)
Certificated, Classified, Other:	Classified

The proposed agreement covers the period beginning:	July 1, 2020 (date)	and ending:	June 30, 2021 (date)
The Governing Board will act upon this agreement on:	June 17, 2021 (date)		

This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

A. Proposed Change in Compensation

Compensation		Column 1 Current Year Annual Cost Prior to Proposed Agreement FY 2020-21	Fiscal Impact of Proposed Agreement		
			Column 2 Current Year Increase/(Decrease) FY 2020-21	Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease) FY 2021-22	Column 4 MultiYr Agreement only: 2nd Subsequent Year Increase/(Decrease) FY 2022-23
1	Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 5,516,024	\$ 165,480.72	\$ -	\$ -
			3.00%	0.00%	0.00%
2	Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 225,900		
	Description of other compensation				
3	Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 1,695,626	\$ 73,549.13	\$ -	\$ -
			4.338%	0.00%	0.00%
4	Health/Welfare Plans			\$ -	\$ -
5	Total Compensation - Add Items 1 thru 4	\$ 7,211,650	\$ 464,930	\$ -	\$ -
			6.447%	0.00%	0.00%
6	Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ -	\$ -
7	Total Number of Represented Employees (Use FTEs if appropriate)	90.36	90.36	90.36	90.36
8	Total Compensation <u>Average</u> Cost per Employee	\$ 79,810	\$ 5,145	\$ -	\$ -
			6.447%	0.00%	0.00%

Pacific Grove Unified School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

3.0% compensation increase effective July 1, 2020, the amount to be applied toward the salary schedule. In addition, there is a \$2,500 per 1.0 FTE one-time off schedule payment.

10. What was the negotiated percentage increase: On-Going ☒ OR One-Time ☐

11. Are there reopeners? Yes ☐ No ☒

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

The In-Person Instructional Grants allow for salaries for certificated and classified employees providing in-person instruction or services. The IPI funds will be used to pay for certificated and classified positions who have provided in-person instruction/services since April 6, 2021, which will free up General Fund dollars for the one-time payments.

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☐ No ☒

If yes, please describe the cap amount.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

Pacific Grove Unified School District

D. What contingency language is included in the proposed agreement?

None

E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

There is surplus in 2020-21 to cover this settlement.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement:

1. Current Year

General Fund property taxes

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Increase in property tax receipts.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is an agreement for 2020-21 with ongoing and one time costs. General Fund property taxes increased 5.14% this year and it's projected to increase 4.15% next fiscal year, 2021-22.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund				
Bargaining Unit: California School Employees Association (CSEA)				
	Column 1 Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	* Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
UNRESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440
Remaining Revenues (8100-8799)	\$ 535,956	\$ 617,433	\$ -	\$ 1,153,389
TOTAL UNRESTRICTED REVENUES	\$ 32,305,396	\$ 617,433	\$ -	\$ 32,922,829
UNRESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 14,311,259			\$ 14,311,259
Classified Salaries (2000-2999)	\$ 4,301,507	\$ 97,065	\$ 138,975	\$ 4,537,547
Employee Benefits (3000-3999)	\$ 4,657,478	\$ 29,838	\$ 13,953	\$ 4,701,269
Books and Supplies (4000-4999)	\$ 521,248	\$ -	\$ -	\$ 521,248
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ -	\$ -	\$ 2,107,428
Capital Outlay (6000-6599)	\$ 26,908	\$ -	\$ -	\$ 26,908
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ -	\$ -	\$ 16,746
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ -	\$ -	\$ (207,991)
Other Adjustments				
TOTAL UNRESTRICTED EXPENDITURES	\$ 25,734,583	\$ 126,902	\$ 152,928	\$ 26,014,413
OPERATING SURPLUS/(DEFICIT)	\$ 6,570,813	\$ 490,531	\$ (152,928)	\$ 6,908,416
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448
Contributions (8980-8999)	\$ (5,254,359)	\$ -	\$ -	\$ (5,254,359)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 828,006	\$ 490,531	\$ (152,928)	\$ 1,165,609
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235			\$ 4,496,235
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURR YR UNRESTRICTED ENDING BALANCE	\$ 5,324,241	\$ 490,531	\$ (152,928)	\$ 5,661,844
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 4,181,831	\$ 490,531	\$ (152,928)	\$ 4,519,434
Reserve for Economic Uncertainties (9789)	\$ 1,137,410		\$ -	\$ 1,137,410
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ (0)	\$ (0)

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
RESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
TOTAL RESTRICTED REVENUES	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
RESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,430,151			\$ 3,430,151
Classified Salaries (2000-2999)	\$ 2,280,538	\$ 68,416	\$ 86,925	\$ 2,435,879
Employee Benefits (3000-3999)	\$ 3,177,887	\$ 21,031	\$ 8,728	\$ 3,207,646
Books and Supplies (4000-4999)	\$ 1,300,251	\$ -	\$ -	\$ 1,300,251
Services, Other Operating Expenses (5000-5999)	\$ 618,908	\$ -	\$ -	\$ 618,908
Capital Outlay (6000-6599)	\$ 9,000	\$ -	\$ -	\$ 9,000
Other Outgo (7100-7299) (7400-7499)	\$ 114,063	\$ -	\$ -	\$ 114,063
Direct Support/Indirect Cost (7300-7399)	\$ 131,451	\$ -	\$ -	\$ 131,451
Other Adjustments				
TOTAL RESTRICTED EXPENDITURES	\$ 11,062,249	\$ 89,447	\$ 95,653	\$ 11,247,350
OPERATING SURPLUS (DEFICIT)	\$ (5,833,191)	\$ (89,447)	\$ (95,653)	\$ (6,018,292)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 5,254,359	\$ -	\$ -	\$ 5,254,359
CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE	\$ (578,832)	\$ (89,447)	\$ (95,653)	\$ (763,933)
RESTRICTED BEGINNING FUND BALANCE	\$ 916,593			\$ 916,593
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
CURR YR RESTRICTED ENDING BALANCE	\$ 337,761	\$ (89,447)	\$ (95,653)	\$ 152,660
COMPONENTS OF ENDING FUND BALANCE:				
Restricted Amounts (9740)	\$ 337,761	\$ (89,447)	\$ (95,653)	\$ 152,660

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1 Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	* Column 2 Adjustments as a Result of Settlement	Column 3 Other Revisions	Column 4 Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440
Remaining Revenues (8100-8799)	\$ 5,765,014	\$ 617,433	\$ -	\$ 6,382,447
TOTAL REVENUES	\$ 37,534,454	\$ 617,433	\$ -	\$ 38,151,887
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 17,741,410	\$ -	\$ -	\$ 17,741,410
Classified Salaries (2000-2999)	\$ 6,582,045	\$ 165,481	\$ 225,900	\$ 6,973,426
Employee Benefits (3000-3999)	\$ 7,835,365	\$ 50,869	\$ 22,681	\$ 7,908,915
Books and Supplies (4000-4999)	\$ 1,821,499	\$ -	\$ -	\$ 1,821,499
Services, Other Operating Expenses (5000-5999)	\$ 2,726,336	\$ -	\$ -	\$ 2,726,336
Capital Outlay (6000-6599)	\$ 35,908	\$ -	\$ -	\$ 35,908
Other Outgo (7100-7299) (7400-7499)	\$ 130,809	\$ -	\$ -	\$ 130,809
Direct Support/Indirect Cost (7300-7399)	\$ (76,540)	\$ -	\$ -	\$ (76,540)
Other Adjustments				
TOTAL EXPENDITURES	\$ 36,796,832	\$ 216,349	\$ 248,581	\$ 37,261,763
OPERATING SURPLUS (DEFICIT)	\$ 737,622	\$ 401,084	\$ (248,581)	\$ 890,124
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 249,174	\$ 401,084	\$ (248,581)	\$ 401,676
BEGINNING FUND BALANCE	\$ 5,412,828			\$ 5,412,828
Pri Yr Audit Adjustmnts/Restatements (9793/9795)	\$ -		\$ -	\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 5,662,002	\$ 401,084	\$ (248,581)	\$ 5,814,504
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Restricted Amounts (9740)	\$ 337,761	\$ (89,447)	\$ (95,653)	\$ 152,660
Committed/Assigned Amounts (9750-9780)	\$ 4,181,831	\$ 490,531	\$ (152,928)	\$ 4,519,434
Reserve for Economic Uncertainties (9789)	\$ 1,137,410	\$ -	\$ -	\$ 1,137,410
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ (0)	\$ (0)
Reserve for Economic Uncertainties Percentage	3.05%			3.01%

* Please see question on page 7.

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund

Enter Bargaining Unit: **California School Employees Association (CSEA)**

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 264,937	\$ -	\$ -	\$ 264,937
Remaining Revenues (8100-8799)	\$ 1,608,302	\$ -	\$ -	\$ 1,608,302
TOTAL REVENUES	\$ 1,873,239	\$ -	\$ -	\$ 1,873,239
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 525,700		\$ -	\$ 525,700
Classified Salaries (2000-2999)	\$ 750,355	\$ 18,536	\$ 6,575	\$ 775,466
Employee Benefits (3000-3999)	\$ 412,189	\$ 5,698	\$ 660	\$ 418,547
Books and Supplies (4000-4999)	\$ 211,511	\$ -	\$ -	\$ 211,511
Services, Other Operating Expenses (5000-5999)	\$ 67,065	\$ -	\$ -	\$ 67,065
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 52,000	\$ -	\$ -	\$ 52,000
TOTAL EXPENDITURES	\$ 2,018,820	\$ 24,234	\$ 7,235	\$ 2,050,290
OPERATING SURPLUS (DEFICIT)	\$ (145,581)	\$ (24,234)	\$ (7,235)	\$ (177,051)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (145,581)	\$ (24,234)	\$ (7,235)	\$ (177,051)
BEGINNING FUND BALANCE	\$ 1,922,958			\$ 1,922,958
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,777,377	\$ (24,234)	\$ (7,235)	\$ 1,745,907
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)		\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 374,064	\$ -	\$ -	\$ 374,064
Committed/Assigned Amounts (9750-9780)	\$ 1,403,313	\$ (24,234)	\$ (7,235)	\$ 1,371,843

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Child Development Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 128,838	\$ -	\$ -	\$ 128,838
TOTAL REVENUES	\$ 128,838	\$ -	\$ -	\$ 128,838
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 63,139			\$ 63,139
Classified Salaries (2000-2999)	\$ 166,176	\$ 4,985.28	\$ 17,672	\$ 188,833
Employee Benefits (3000-3999)	\$ 83,071	\$ 1,532	\$ 1,774	\$ 86,378
Books and Supplies (4000-4999)	\$ 9,400	\$ -	\$ -	\$ 9,400
Services, Other Operating Expenses (5000-5999)	\$ 5,745	\$ -	\$ -	\$ 5,745
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 24,540	\$ -	\$ -	\$ 24,540
TOTAL EXPENDITURES	\$ 352,071	\$ 6,518	\$ 19,446	\$ 378,035
OPERATING SURPLUS (DEFICIT)	\$ (223,233)	\$ (6,518)	\$ (19,446)	\$ (249,197)
Transfers In and Other Sources (8910-8979)	\$ 224,866	\$ -	\$ -	\$ 224,866
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,633	\$ (6,518)	\$ (19,446)	\$ (24,331)
BEGINNING FUND BALANCE	\$ 284			\$ 284
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,917	\$ (6,518)	\$ (19,446)	\$ (24,047)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 1,633	\$ -	\$ -	\$ 1,633
Committed/Assigned Amounts (9750-9780)	\$ 284	\$ (6,518)	\$ (19,446)	\$ (25,680)

* Please see question on page 7.

Monterey County Office of Education

ACTION/DISCUSSION A
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Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Cafeteria Fund

Bargaining Unit: California School Employees Association (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 287,611	\$ -	\$ -	\$ 287,611
TOTAL REVENUES	\$ 287,611	\$ -	\$ -	\$ 287,611
EXPENDITURES				
Certificated Salaries (1000-1999)		\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ 267,456	\$ 4,647.39	\$ 10,938	\$ 283,041
Employee Benefits (3000-3999)	\$ 82,711	\$ 1,429	\$ 1,098	\$ 85,238
Books and Supplies (4000-4999)	\$ 179,723	\$ -	\$ -	\$ 179,723
Services, Other Operating Expenses (5000-5999)	\$ 16,770	\$ -	\$ -	\$ 16,770
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ 546,660	\$ 6,076	\$ 12,036	\$ 564,772
OPERATING SURPLUS (DEFICIT)	\$ (259,049)	\$ (6,076)	\$ (12,036)	\$ (277,161)
Transfers In and Other Sources (8910-8979)	\$ 263,582	\$ -	\$ -	\$ 263,582
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 4,533	\$ (6,076)	\$ (12,036)	\$ (13,579)
BEGINNING FUND BALANCE	\$ 7,653			\$ 7,653
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 12,186	\$ (6,076)	\$ (12,036)	\$ (5,926)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 11,119	\$ -	\$ -	\$ 11,119
Committed/Assigned Amounts (9750-9780)	\$ 1,067	\$ (6,076)	\$ (12,036)	\$ (17,045)

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

California School Employees Association (CSEA)

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Bargaining Unit: **Unrestricted General Fund Multiyear Projection**
California School Employees Association (CSEA)

	FY 2020-21	FY 2021-22	FY 2022-23
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
UNRESTRICTED REVENUES			
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ 32,837,393	\$ 33,747,072
Remaining Revenues (8100-8799)	\$ 1,153,389	\$ 532,430	\$ 532,430
TOTAL UNRESTRICTED REVENUES	\$ 32,922,829	\$ 33,369,823	\$ 34,279,502
UNRESTRICTED EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 14,311,259	\$ 14,311,259	\$ 14,937,463
Classified Salaries (2000-2999)	\$ 4,537,547	\$ 4,555,333	\$ 4,632,909
Employee Benefits (3000-3999)	\$ 4,701,269	\$ 4,950,799	\$ 5,522,757
Books and Supplies (4000-4999)	\$ 521,248	\$ 523,854	\$ 526,474
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ 2,173,145	\$ 2,292,259
Capital Outlay (6000-6999)	\$ 26,908	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ 16,476	\$ 16,746
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ (207,991)	\$ (207,991)
Other Adjustments		\$ -	\$ -
TOTAL UNRESTRICTED EXPENDITURES	\$ 26,014,413	\$ 26,322,875	\$ 27,720,618
OPERATING SURPLUS (DEFICIT)	\$ 6,908,416	\$ 7,046,948	\$ 6,558,884
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ 245,514	\$ 93,822
Contributions (8980-8999) (Enter as a negative)	\$ (5,254,359)	\$ (5,299,240)	\$ (5,727,482)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 1,165,609	\$ 1,502,194	\$ 737,580
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235	\$ 5,661,844	\$ 7,164,037
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		
UNRESTRICTED ENDING FUND BALANCE	\$ 5,661,844	\$ 7,164,037	\$ 7,901,618
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ 5,000	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 4,519,434	\$ 6,035,266	\$ 6,750,401
Reserve for Economic Uncertainties (9789)	\$ 1,137,410	\$ 1,123,771	\$ 1,146,217
Unappropriated/Unappropriated Amounts (9790)	\$ (0)	\$ 0	\$ (0)

WARNING: 9790 Unappropriated Amounts must be positive

Monterey County Office of Education

Pacific Grove Unified School District

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

		FY 2020-21	FY 2021-22	FY 2022-23
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 37,750,211	\$ 37,459,020	\$ 38,207,233
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$67,000)	\$ 1,132,506	\$ 1,123,771	\$ 1,146,217

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,137,410	\$ 1,123,771	\$ 1,146,217
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ (0)	\$ 0	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,137,410	\$ 1,123,771	\$ 1,146,217
f.	Reserve for Economic Uncertainties Percentage	3.01%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Pacific Grove Unified School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

6. Please include any additional comments and explanations of Page 4 as necessary:

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Pacific Grove Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2019 to June 30, 2020.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	617,433
\$	540,476
\$	76,957

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	-
\$	-
\$	-

Budget Revisions

If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

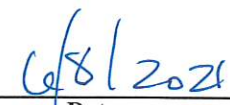
See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify



District Superintendent
(Signature)

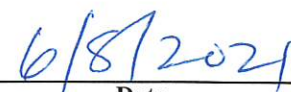


Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)



Date

Assumptions

The assumptions upon which this certification is made are as follows:

Property Tax revenues are expected to increase 5.14% in 2020-21 and at least 4.15% in 2021-22.

Enrollment is projected to decline slightly by 7 students.

There is no projected increase of Certificated and Classified FTE next or the subsequent budget years.

There are savings from substitute and non-position-control salaries and benefits due to covid 19 closure of schools during most of 2020-21.

Concerns regarding affordability of agreement in subsequent years (if any):

None

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

Song Chin-Bendib
Contact Person

(831)646-6509
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on: June 17, 2021 , took action to approve the proposed Agreement with the California School Employees Association (CSEA) **Bargaining Unit.**

President (or Clerk), Governing Board
(Signature)

Date

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

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

SUBJECT: Public Hearing of Tentative Agreement with Pacific Grove Teachers Association (PGTA) for 2020-21

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for 2020-21.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and PGTA.

The District and PGTA agree to resolve all issues in negotiations for the 2020-21 school year on the following items:

1. Except as we otherwise agree, all provisions of the current collective bargaining agreement will continue without modification.
2. For the 2020-21 school year, the District will determine the dollar value of a 3% salary increase to 2019-2020 certificated salary schedule inclusive of the mandatory statutory benefits which include STRS, Unemployment Insurance, and Worker's Compensation and provide that information to PGTA no later than May 26, 2021. PGTA will apply 2.27% to increasing the salary schedule. \$1,350 will be applied toward the health insurance premiums ongoing. In addition, each bargaining unit member shall be paid a one-time amount of \$2,500 pro rated based on 1.0 FTE. However, those unit members

who are working .8 FTE or more shall receive the full \$2,500. The payment of the salary increase and health benefits, and the one-time amount shall be made no later than July 15, 2021, based upon MCOE approval of the AB 1200 process.

3. A stipend of \$1,000 shall be paid to bargaining unit members who have earned a Ph.D. beginning with the 2021-22 school year.
4. The professional rate shall be increased to \$51.30/hour ongoing beginning in the 2021-22 school year.
5. The Grievance filed regarding the counseling salaries shall be settled on the terms and conditions set forth on the attached.
6. The attached language secondary physical education class size will be incorporated into the collective bargaining agreement.
7. The attached language regarding the start and end time for the teacher work day will be incorporated into the collective bargaining agreement.
8. The attached language regarding IEP and SST meetings will be incorporated into the collective bargaining agreement.
9. The special education caseloads and class sizes shall be as attached.
10. The work year for counselors shall be 195 days. The work year for psychologists shall be 203 days.

This agreement resolves all issues in negotiations for the 2020-21 school year unless mutually agreed otherwise. For the 2021-22 school year, there shall be reopeners on salary, health benefits, plus two articles selected by each party

FISCAL IMPACT:

For Item # 1 above:

General Fund

- Total compensation (inclusive of statutory costs) of 2.27% = \$421,433
- Total compensation of one-time amount of \$2,500 pro rated based on 1.0 FTE except those unit members who are working .8 FTE or more shall receive the full \$2,500 = \$393,436 with \$78,687 from the General Fund and \$314,749, AB 86 In-Person Instructional (IPI) grants which relieved the General Fund for in-person certificated salaries
- \$1,350 will be applied toward the health insurance premiums ongoing = \$128,250 (95 members enrolled in MCSIG @ \$1,350)

Grand Total = \$943,119 (General Fund \$628,370 plus \$314,749 relieved by IPI)

Adult Education Fund

- Total Compensation of 3% = \$18,924
- One time off schedule payments are estimated at \$22,798 which will be picked up by the IPI grants

Child Development Fund

- Total compensation of 2.27% = \$1,720
- One-time off schedule payment = \$2,802 with approximately \$2,242 from the IPI funds



www.pgusd.org

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

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Song Chin-Bendib
Assistant Superintendent
Business Services
(831) 646-6509
schinbendib@pgusd.org

PUBLIC HEARING NOTICE

In accordance with AB 1200 (Chapter 1213/1991), GC 3547.5 and CCR, Title V, Section 15449, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, June 17, 2021, regarding

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

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m. Please visit our website at www.pgusd.org for the link to attend the meeting virtually.

Copies of the Collective Bargaining Agreement will be available for public viewing beginning June 14, 2021, through June 17, 2021. For more information, please contact Song Chin-Bendib, Assistant Superintendent for Business Services at 646-6509.

Posted: June 3, 2021

**TENTATIVE AGREEMENT BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
PACIFIC GROVE TEACHERS ASSOCIATION
May 24, 2021**

The District and PGTA agree to resolve all issues in negotiations for the 2020-21 school year on the following terms:

1. Except as we otherwise agree, all provisions of the current collective bargaining agreement will continue without modification.
2. For the 2020-21 school year, the District will determine the dollar value of a 3% salary increase to 2019-2020 certificated salary schedule inclusive of the mandatory statutory benefits which include STRS, Unemployment Insurance, and Worker's Compensation and provide that information to PGTA no later than May 26, 2021. PGTA will apply 2.27% to increasing the salary schedule. \$1,350 will be applied toward the health insurance premiums ongoing. In addition, each bargaining unit member shall be paid a one-time amount of \$2,500 pro rated based on 1.0 FTE. However, those unit members who are working .8 FTE or more shall receive the full \$2,500. The payment of the salary increase and health benefits, and the one-time amount shall be made no later than July 15, 2021, based upon MCOE approval of the AB 1200 process.
3. A stipend of \$1,000 shall be paid to bargaining unit members who have earned a Ph.D. beginning with the 2021-22 school year.
4. The professional rate shall be increased to \$51.30/hour ongoing beginning in the 2021-22 school year.
5. The Grievance filed regarding the counseling salaries shall be settled on the terms and conditions set forth on the attached.
6. The attached language secondary physical education class size will be incorporated into the collective bargaining agreement.
7. The attached language regarding the start and end time for the teacher work day will be incorporated into the collective bargaining agreement.
8. The attached language regarding IEP and SST meetings will be incorporated into the collective bargaining agreement.
9. The special education caseloads and class sizes shall be as attached.
10. The work year for counselors shall be 195 days. The work year for psychologists shall be 203 days.

11. This agreement resolves all issues in negotiations for the 2020-21 school year unless mutually agreed otherwise. For the 2021-22 school year, there shall be reopeners on salary, health benefits, plus two articles selected by each party.

Dated: 5/26/2021 _____

District

DocuSigned by:
Buck Roggeman 5/26/2021
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DocuSigned by:
Ani Silva 5/27/2021
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DocuSigned by:
Billie Mankey 5/27/2021
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DocuSigned by:
Song Chin-Bendib 5/27/2021
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[Signature] 5/27/2021
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DocuSigned by:
Lou Lozano 5/27/2021
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PGTA

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[Signature] 5/26/2021
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DocuSigned by:
Christal Hall-kelly 5/26/2021
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[Signature] 5/26/2021
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DocuSigned by:
Margaret Rice 5/26/2021
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DocuSigned by:
Pam Gaul 5/26/2021
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DocuSigned by:
Sally Richmond 5/26/2021
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Monterey County Office of Education

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Pacific Grove Unified School District
Name of Bargaining Unit:	Pacific Grove Teachers Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning:	July 1, 2020 (date)	and ending:	June 30, 2021 (date)
The Governing Board will act upon this agreement on:	June 17, 2021 (date)		

This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

A. Proposed Change in Compensation

Compensation	Column 1 Current Year Annual Cost Prior to Proposed Agreement FY 2020-21	Fiscal Impact of Proposed Agreement		
		Column 2 Current Year Increase/(Decrease) FY 2020-21	Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease) FY 2021-22	Column 4 MultiYr Agreement only: 2nd Subsequent Year Increase/(Decrease) FY 2022-23
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 15,472,396	\$ 351,223.39	\$ -	\$ -
		2.27%	0.00%	0.00%
2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 351,000	\$ 22,000	\$ 22,000
Description of other compensation				
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,092,932	\$ 112,645.46	\$ 5,064	\$ 5,152
		3.642%	0.16%	0.16%
4 Health/Welfare Plans	\$ 216,540	\$ 128,250	\$ -	\$ -
		59.23%	0.00%	0.00%
5 Total Compensation - Add Items 1 thru 4	\$ 18,781,868	\$ 943,119	\$ 27,064	\$ 27,152
		5.021%	0.14%	0.14%
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	139.80	139.80	139.80	139.80
8 Total Compensation Average Cost per Employee	\$ 134,348	\$ 6,746	\$ 194	\$ 194
		5.021%	0.14%	0.14%

Pacific Grove Unified School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

2.27% increase to the salary schedule effective July 1, 2020. Additionally, a one-time \$2,500 will be applied to each bargaining unit member prorated based on 1.0 FTE with the exception of those working .80 FTE or more will receive the full \$2,500.

10. What was the negotiated percentage increase: On-Going ☒ OR One-Time ☐

11. Are there reopeners? Yes ☐ No ☒

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

Additional settlements: a stipend of \$1,000 shall be paid to bargaining unit members who have earned a Ph. D. effective July 1, 2021. The District professional rate shall be increased to \$51.30 per hour ongoing beginning the in the 2021-22 school year. The estimated cost for the professional rate increase is \$20,000. However, for 2021-22, the cost will be picked up by the ESSER funds.

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

There is a District hard cap for health and benefits but there is a negotiated increase of \$1,350 toward the District's contribution cap effective July 1, 2020.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

Monterey County Office of Education

Pacific Grove Unified School District

D. What contingency language is included in the proposed agreement?

None

E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

There is surplus in 2020-21 to cover this settlement.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement:**1. Current Year**

General Fund property taxes

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Increase in property tax receipts.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is an agreement for 2020-21 with ongoing and one time costs. General Fund property taxes increased 5.14% this year and it's projected to increase 4.15% next fiscal year, 2021-22.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Bargaining Unit:		Unrestricted General Fund			
		Pacific Grove Teachers Association			
	Column 1	* Column 2	Column 3	Column 4	
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)	
UNRESTRICTED REVENUES					
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440	
Remaining Revenues (8100-8799)	\$ 535,956	\$ 617,433	\$ -	\$ 1,153,389	
TOTAL UNRESTRICTED REVENUES	\$ 32,305,396	\$ 617,433	\$ -	\$ 32,922,829	
UNRESTRICTED EXPENDITURES					
Certificated Salaries (1000-1999)	\$ 14,311,259	\$ 279,135	\$ 285,094	\$ 14,875,488	
Classified Salaries (2000-2999)	\$ 4,301,507	\$ -	\$ -	\$ 4,301,507	
Employee Benefits (3000-3999)	\$ 4,657,478	\$ 184,050	\$ 34,468	\$ 4,875,996	
Books and Supplies (4000-4999)	\$ 521,248	\$ -	\$ -	\$ 521,248	
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ -	\$ -	\$ 2,107,428	
Capital Outlay (6000-6599)	\$ 26,908	\$ -	\$ -	\$ 26,908	
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ -	\$ -	\$ 16,746	
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ -	\$ -	\$ (207,991)	
Other Adjustments					
TOTAL UNRESTRICTED EXPENDITURES	\$ 25,734,583	\$ 463,185	\$ 319,562	\$ 26,517,330	
OPERATING SURPLUS/(DEFICIT)	\$ 6,570,813	\$ 154,248	\$ (319,562)	\$ 6,405,499	
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -	
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448	
Contributions (8980-8999)	\$ (5,254,359)	\$ -	\$ -	\$ (5,254,359)	
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 828,006	\$ 154,248	\$ (319,562)	\$ 662,692	
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235			\$ 4,496,235	
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -	
CURR YR UNRESTRICTED ENDING BALANCE	\$ 5,324,241	\$ 154,248	\$ (319,562)	\$ 5,158,927	
COMPONENTS OF ENDING FUND BALANCE:					
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000	
Committed/Assigned Amounts (9750-9780)	\$ 4,172,389	\$ 154,248	\$ (319,562)	\$ 4,007,075	
Reserve for Economic Uncertainties (9789)	\$ 1,146,852	\$ -	\$ -	\$ 1,146,852	
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ 0	\$ (0)	

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Restricted General Fund

Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
RESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
TOTAL RESTRICTED REVENUES	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
RESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,430,151	\$ 72,088	\$ 65,906	\$ 3,568,145
Classified Salaries (2000-2999)	\$ 2,280,538	\$ -	\$ -	\$ 2,280,538
Employee Benefits (3000-3999)	\$ 3,177,887	\$ 14,410	\$ 7,968	\$ 3,200,265
Books and Supplies (4000-4999)	\$ 1,300,251	\$ -	\$ -	\$ 1,300,251
Services, Other Operating Expenses (5000-5999)	\$ 618,908	\$ -	\$ -	\$ 618,908
Capital Outlay (6000-6599)	\$ 9,000	\$ -	\$ -	\$ 9,000
Other Outgo (7100-7299) (7400-7499)	\$ 114,063	\$ -	\$ -	\$ 114,063
Direct Support/Indirect Cost (7300-7399)	\$ 131,451	\$ -	\$ -	\$ 131,451
Other Adjustments				
TOTAL RESTRICTED EXPENDITURES	\$ 11,062,249	\$ 86,498	\$ 73,874	\$ 11,222,622
OPERATING SURPLUS (DEFICIT)	\$ (5,833,191)	\$ (86,498)	\$ (73,874)	\$ (5,993,564)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 5,254,359	\$ -	\$ -	\$ 5,254,359
CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE	\$ (578,832)	\$ (86,498)	\$ (73,874)	\$ (739,205)
RESTRICTED BEGINNING FUND BALANCE	\$ 916,593			\$ 916,593
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
CURR YR RESTRICTED ENDING BALANCE	\$ 337,761	\$ (86,498)	\$ (73,874)	\$ 177,388
COMPONENTS OF ENDING FUND BALANCE:				
Restricted Amounts (9740)	\$ 337,761	\$ (86,498)	\$ (73,874)	\$ 177,388

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund
Bargaining Unit: Pacific Grove Teachers Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440
Remaining Revenues (8100-8799)	\$ 5,765,014	\$ 617,433	\$ -	\$ 6,382,447
TOTAL REVENUES	\$ 37,534,454	\$ 617,433	\$ -	\$ 38,151,887
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 17,741,410	\$ 351,223	\$ 351,000	\$ 18,443,633
Classified Salaries (2000-2999)	\$ 6,582,045	\$ -	\$ -	\$ 6,582,045
Employee Benefits (3000-3999)	\$ 7,835,365	\$ 198,461	\$ 42,436	\$ 8,076,261
Books and Supplies (4000-4999)	\$ 1,821,499	\$ -	\$ -	\$ 1,821,499
Services, Other Operating Expenses (5000-5999)	\$ 2,726,336	\$ -	\$ -	\$ 2,726,336
Capital Outlay (6000-6599)	\$ 35,908	\$ -	\$ -	\$ 35,908
Other Outgo (7100-7299) (7400-7499)	\$ 130,809	\$ -	\$ -	\$ 130,809
Direct Support/Indirect Cost (7300-7399)	\$ (76,540)	\$ -	\$ -	\$ (76,540)
Other Adjustments				
TOTAL EXPENDITURES	\$ 36,796,832	\$ 549,684	\$ 393,436	\$ 37,739,952
OPERATING SURPLUS (DEFICIT)	\$ 737,622	\$ 67,749	\$ (393,436)	\$ 411,935
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 249,174	\$ 67,749	\$ (393,436)	\$ (76,513)
BEGINNING FUND BALANCE	\$ 5,412,828			\$ 5,412,828
Pri Yr Audit Adjustmnts/Restatements (9793/9795)	\$ -		\$ -	\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 5,662,002	\$ 67,749	\$ (393,436)	\$ 5,336,315
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Restricted Amounts (9740)	\$ 337,761	\$ (86,498)	\$ (73,874)	\$ 177,388
Committed/Assigned Amounts (9750-9780)	\$ 4,172,389	\$ 154,248	\$ (319,562)	\$ 4,007,075
Reserve for Economic Uncertainties (9789)	\$ 1,146,852	\$ -	\$ -	\$ 1,146,852
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ 0	\$ (0)
Reserve for Economic Uncertainties Percentage	3.08%			3.00%

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund

Enter Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 264,937	\$ -	\$ -	\$ 264,937
Remaining Revenues (8100-8799)	\$ 1,608,302	\$ -	\$ -	\$ 1,608,302
TOTAL REVENUES	\$ 1,873,239	\$ -	\$ -	\$ 1,873,239
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 525,700	\$ 15,771	\$ 19,000	\$ 560,471
Classified Salaries (2000-2999)	\$ 750,355		\$ -	\$ 750,355
Employee Benefits (3000-3999)	\$ 412,189	\$ 3,153	\$ 3,798	\$ 419,140
Books and Supplies (4000-4999)	\$ 211,511	\$ -	\$ -	\$ 211,511
Services, Other Operating Expenses (5000-5999)	\$ 67,065	\$ -	\$ -	\$ 67,065
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 52,000	\$ -	\$ -	\$ 52,000
TOTAL EXPENDITURES	\$ 2,018,820	\$ 18,924	\$ 22,798	\$ 2,060,542
OPERATING SURPLUS (DEFICIT)	\$ (145,581)	\$ (18,924)	\$ (22,798)	\$ (187,303)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (145,581)	\$ (18,924)	\$ (22,798)	\$ (187,303)
BEGINNING FUND BALANCE	\$ 1,922,958			\$ 1,922,958
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,777,377	\$ (18,924)	\$ (22,798)	\$ 1,735,655
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)		\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 374,064	\$ (18,924)	\$ (22,798)	\$ 332,342
Committed/Assigned Amounts (9750-9780)	\$ 1,403,313	\$ 0	\$ (0)	\$ 1,403,313

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Child Development Fund

Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 128,838	\$ -	\$ -	\$ 128,838
TOTAL REVENUES	\$ 128,838	\$ -	\$ -	\$ 128,838
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 63,139	\$ 1,433	\$ 2,500	\$ 67,072
Classified Salaries (2000-2999)	\$ 166,176	\$ -	\$ -	\$ 166,176
Employee Benefits (3000-3999)	\$ 83,071	\$ 287	\$ 302	\$ 83,660
Books and Supplies (4000-4999)	\$ 9,400	\$ -	\$ -	\$ 9,400
Services, Other Operating Expenses (5000-5999)	\$ 5,745	\$ -	\$ -	\$ 5,745
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 24,540	\$ -	\$ -	\$ 24,540
TOTAL EXPENDITURES	\$ 352,071	\$ 1,720	\$ 2,802	\$ 356,593
OPERATING SURPLUS (DEFICIT)	\$ (223,233)	\$ (1,720)	\$ (2,802)	\$ (227,755)
Transfers In and Other Sources (8910-8979)	\$ 224,866	\$ -	\$ -	\$ 224,866
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,633	\$ (1,720)	\$ (2,802)	\$ (2,889)
BEGINNING FUND BALANCE	\$ 284			\$ 284
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,917	\$ (1,720)	\$ (2,802)	\$ (2,605)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 1,633	\$ (1,720)	\$ (2,802)	\$ (2,889)
Committed/Assigned Amounts (9750-9780)	\$ 284	\$ 0	\$ (0)	\$ 284

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

Pacific Grove Unified School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Unrestricted General Fund Multiyear Projection

Bargaining Unit:

Pacific Grove Teachers Association

	FY 2020-21	FY 2021-22	FY 2022-23
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
UNRESTRICTED REVENUES			
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ 32,837,393	\$ 33,747,072
Remaining Revenues (8100-8799)	\$ 1,153,389	\$ 532,430	\$ 532,430
TOTAL UNRESTRICTED REVENUES	\$ 32,922,829	\$ 33,369,823	\$ 34,279,502
UNRESTRICTED EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 14,875,488	\$ 14,616,358	\$ 15,246,582
Classified Salaries (2000-2999)	\$ 4,301,507	\$ 4,456,589	\$ 4,532,457
Employee Benefits (3000-3999)	\$ 4,875,996	\$ 5,113,600	\$ 5,685,750
Books and Supplies (4000-4999)	\$ 521,248	\$ 523,854	\$ 526,474
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ 2,173,145	\$ 2,292,259
Capital Outlay (6000-6999)	\$ 26,908	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ 16,476	\$ 16,746
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ (207,991)	\$ (207,991)
Other Adjustments		\$ -	\$ -
TOTAL UNRESTRICTED EXPENDITURES	\$ 26,517,330	\$ 26,692,031	\$ 28,092,277
OPERATING SURPLUS (DEFICIT)	\$ 6,405,499	\$ 6,677,792	\$ 6,187,225
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ 245,514	\$ 93,822
Contributions (8980-8999) (Enter as a negative)	\$ (5,254,359)	\$ (5,299,240)	\$ (5,727,482)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 662,692	\$ 1,133,038	\$ 365,921
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235	\$ 5,158,927	\$ 6,291,965
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		
UNRESTRICTED ENDING FUND BALANCE	\$ 5,158,927	\$ 6,291,965	\$ 6,657,886
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ 5,000	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 4,007,075	\$ 5,163,194	\$ 5,506,669
Reserve for Economic Uncertainties (9789)	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217
Unappropriated/Unappropriated Amounts (9790)	\$ (0)	\$ (0)	\$ (0)

WARNING: 9790 Unappropriated Amounts must be positive

Monterey County Office of Education

Pacific Grove Unified School District

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

		FY 2020-21	FY 2021-22	FY 2022-23
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 38,228,400	\$ 37,459,020	\$ 38,207,233
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$67,000)	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ (0)	\$ (0)	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2020-21	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2021-22	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>
FY 2022-23	Yes	<input checked="" type="checkbox"/>	No	<input type="checkbox"/>

4. If no, how do you plan to restore your reserves?

Pacific Grove Unified School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

Please add Column 2 and 3 together because one time payments aren't subject to the same STRS rate as regular salary increases. The formulas are complicated to include two different STRS calculations. It is easier to delineate the STRS calculations for salary increases (Column 2) and one-time off schedule payments (Column 3).

6. Please include any additional comments and explanations of Page 4 as necessary:

The In-Person Instructional (IPI) grants allow for salaries for certificated and classified employees providing in-person instruction or services. The IPI funds will be used to pay for certificated and classified positions who have provided in-person instruction/services since April 6, 2021, which will free up General Fund dollars for one-time payments.

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Pacific Grove Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2019 to June 30, 2020.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	617,433
\$	989,364
\$	(371,931)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	-
\$	-
\$	-

Budget Revisions


If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify




District Superintendent
(Signature)



Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)



Date

Assumptions

The assumptions upon which this certification is made are as follows:

Property Tax revenues are expected to increase 5.14% in 2020-21 and at least 4.15% in 2021-22.

Enrollment is projected to decline slightly by 7 students.

There is no projected increase of Certificated and Classified FTE next or the subsequent budget years.

There are savings from substitute and non-position-control salaries and benefits due to covid 19 closure of schools during most of 2020-21.

Concerns regarding affordability of agreement in subsequent years (if any):

None

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

Song Chin-Bendib
Contact Person

(831)646-6509
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on: June 17, 2021 , took action to approve the proposed Agreement with the Pacific Grove Teachers Association Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

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

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

SUBJECT: Approval of Tentative Agreement with Pacific Grove Teachers Association (PGTA) for 2020-21

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for 2020-21.

BACKGROUND:

All changes to contracts between the District and employee groups require a public hearing and approval by the Board. In addition, AB 1200 requires the District to submit details of all negotiated salary agreements to the Monterey County Office of Education (MCOE) for their review and approval ten days prior to the Board action.

INFORMATION:

MCOE has reviewed and approved the AB 1200 documents reflecting the compensation settlement agreement between Pacific Grove USD and PGTA.

The District and PGTA agree to resolve all issues in negotiations for the 2020-21 school year on the following items:

1. Except as we otherwise agree, all provisions of the current collective bargaining agreement will continue without modification.
2. For the 2020-21 school year, the District will determine the dollar value of a 3% salary increase to 2019-2020 certificated salary schedule inclusive of the mandatory statutory benefits which include STRS, Unemployment Insurance, and Worker's Compensation and provide that information to PGTA no later than May 26, 2021. PGTA will apply 2.27% to increasing the salary schedule. \$1,350 will be applied toward the health insurance premiums ongoing. In addition, each bargaining unit member shall be paid a one-time amount of \$2,500 pro rated based on 1.0 FTE. However, those unit members

who are working .8 FTE or more shall receive the full \$2,500. The payment of the salary increase and health benefits, and the one-time amount shall be made no later than July 15, 2021, based upon MCOE approval of the AB 1200 process.

3. A stipend of \$1,000 shall be paid to bargaining unit members who have earned a Ph.D. beginning with the 2021-22 school year.
4. The professional rate shall be increased to \$51.30/hour ongoing beginning in the 2021-22 school year.
5. The Grievance filed regarding the counseling salaries shall be settled on the terms and conditions set forth on the attached.
6. The attached language secondary physical education class size will be incorporated into the collective bargaining agreement.
7. The attached language regarding the start and end time for the teacher work day will be incorporated into the collective bargaining agreement.
8. The attached language regarding IEP and SST meetings will be incorporated into the collective bargaining agreement.
9. The special education caseloads and class sizes shall be as attached.
10. The work year for counselors shall be 195 days. The work year for psychologists shall be 203 days.

This agreement resolves all issues in negotiations for the 2020-21 school year unless mutually agreed otherwise. For the 2021-22 school year, there shall be reopeners on salary, health benefits, plus two articles selected by each party

FISCAL IMPACT:

For Item # 1 above:

General Fund

- Total compensation (inclusive of statutory costs) of 2.27% = \$421,433
- Total compensation of one-time amount of \$2,500 pro rated based on 1.0 FTE except those unit members who are working .8 FTE or more shall receive the full \$2,500 = \$393,436 with \$78,687 from the General Fund and \$314,749, AB 86 In-Person Instructional (IPI) grants which relieved the General Fund for in-person certificated salaries
- \$1,350 will be applied toward the health insurance premiums ongoing = \$128,250 (95 members enrolled in MCSIG @ \$1,350)

Grand Total = \$943,119 (General Fund \$628,370 plus \$314,749 relieved by IPI)

Adult Education Fund

- Total Compensation of 3% = \$18,924
- One time off schedule payments are estimated at \$22,798 which will be picked up by the IPI grants

Child Development Fund

- Total compensation of 2.27% = \$1,720
- One-time off schedule payment = \$2,802 with approximately \$2,242 from the IPI funds

**TENTATIVE AGREEMENT BETWEEN
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
AND
PACIFIC GROVE TEACHERS ASSOCIATION
May 24, 2021**

The District and PGTA agree to resolve all issues in negotiations for the 2020-21 school year on the following terms:

1. Except as we otherwise agree, all provisions of the current collective bargaining agreement will continue without modification.
2. For the 2020-21 school year, the District will determine the dollar value of a 3% salary increase to 2019-2020 certificated salary schedule inclusive of the mandatory statutory benefits which include STRS, Unemployment Insurance, and Worker's Compensation and provide that information to PGTA no later than May 26, 2021. PGTA will apply 2.27% to increasing the salary schedule. \$1,350 will be applied toward the health insurance premiums ongoing. In addition, each bargaining unit member shall be paid a one-time amount of \$2,500 pro rated based on 1.0 FTE. However, those unit members who are working .8 FTE or more shall receive the full \$2,500. The payment of the salary increase and health benefits, and the one-time amount shall be made no later than July 15, 2021, based upon MCOE approval of the AB 1200 process.
3. A stipend of \$1,000 shall be paid to bargaining unit members who have earned a Ph.D. beginning with the 2021-22 school year.
4. The professional rate shall be increased to \$51.30/hour ongoing beginning in the 2021-22 school year.
5. The Grievance filed regarding the counseling salaries shall be settled on the terms and conditions set forth on the attached.
6. The attached language secondary physical education class size will be incorporated into the collective bargaining agreement.
7. The attached language regarding the start and end time for the teacher work day will be incorporated into the collective bargaining agreement.
8. The attached language regarding IEP and SST meetings will be incorporated into the collective bargaining agreement.
9. The special education caseloads and class sizes shall be as attached.
10. The work year for counselors shall be 195 days. The work year for psychologists shall be 203 days.

11. This agreement resolves all issues in negotiations for the 2020-21 school year unless mutually agreed otherwise. For the 2021-22 school year, there shall be reopeners on salary, health benefits, plus two articles selected by each party.

Dated: 5/26/2021 _____

District

DocuSigned by:
Buck Roggeman 5/26/2021
5DCCEB0A2E594AE...

DocuSigned by:
Ani Silva 5/27/2021
9807F2818B99461...

DocuSigned by:
Billie Mankey 5/27/2021
6E504A702361486...

DocuSigned by:
Song Chin-Bendib 5/27/2021
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[Signature] 5/27/2021
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DocuSigned by:
Lou Lozano 5/27/2021
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PGTA

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DocuSigned by:
Christal Hall-kelly 5/26/2021
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[Signature] 5/26/2021
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Margaret Rice 5/26/2021
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DocuSigned by:
Pam Gaul 5/26/2021
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DocuSigned by:
Sally Richmond 5/26/2021
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Monterey County Office of Education

PUBLIC DISCLOSURE OF COLLECTIVE BARGAINING AGREEMENT in accordance with AB 1200 (Chapter 1213/1991), GC 3547.5, and CCR, Title V, Section 15449

Name of School District:	Pacific Grove Unified School District
Name of Bargaining Unit:	Pacific Grove Teachers Association
Certificated, Classified, Other:	Certificated

The proposed agreement covers the period beginning:	July 1, 2020 (date)	and ending:	June 30, 2021 (date)
The Governing Board will act upon this agreement on:	June 17, 2021 (date)		

This form, along with a copy of the proposed agreement, should be submitted to the County Office at least 10 working days prior to the date the Governing Board will take action. **Please note that school districts with a Qualified or Negative certification pursuant to E.C. section 42131 must allow the COE at least ten (10) working days to review and comment on any proposed agreement.**

A. Proposed Change in Compensation

Compensation	Column 1 Current Year Annual Cost Prior to Proposed Agreement FY 2020-21	Fiscal Impact of Proposed Agreement		
		Column 2 Current Year Increase/(Decrease) FY 2020-21	Column 3 MultiYr Agreement only: 1st Subsequent Year Increase/(Decrease) FY 2021-22	Column 4 MultiYr Agreement only: 2nd Subsequent Year Increase/(Decrease) FY 2022-23
1 Salary Schedule (This is to include Step and Column, which is also reported separately in Item 6.)	\$ 15,472,396	\$ 351,223.39	\$ -	\$ -
		2.27%	0.00%	0.00%
2 Other Compensation - Stipends, Bonuses, Longevity, Overtime, Differential, Callback or Standby Pay, etc.		\$ 351,000	\$ 22,000	\$ 22,000
Description of other compensation				
3 Statutory Benefits - STRS, PERS, FICA, WC, UI, Medicare, etc.	\$ 3,092,932	\$ 112,645.46	\$ 5,064	\$ 5,152
		3.642%	0.16%	0.16%
4 Health/Welfare Plans	\$ 216,540	\$ 128,250	\$ -	\$ -
		59.23%	0.00%	0.00%
5 Total Compensation - Add Items 1 thru 4	\$ 18,781,868	\$ 943,119	\$ 27,064	\$ 27,152
		5.021%	0.14%	0.14%
6 Step and Column - Due to movement plus any changes due to settlement. This is a subset of Item No. 1.	\$ -	\$ -	\$ -	\$ -
7 Total Number of Represented Employees (Use FTEs if appropriate)	139.80	139.80	139.80	139.80
8 Total Compensation Average Cost per Employee	\$ 134,348	\$ 6,746	\$ 194	\$ 194
		5.021%	0.14%	0.14%

Pacific Grove Unified School District

9. What was the negotiated percentage increase approved? For example, if the increase in "Year 1" was for less than a full year, what is the annualized percentage of that increase for "Year 1"?

2.27% increase to the salary schedule effective July 1, 2020. Additionally, a one-time \$2,500 will be applied to each bargaining unit member prorated based on 1.0 FTE with the exception of those working .80 FTE or more will receive the full \$2,500.

10. What was the negotiated percentage increase: On-Going ☒ OR One-Time ☐

11. Are there reopeners? Yes ☐ No ☒

12. Were any additional steps, columns, or ranges added to the schedules? (If yes, please explain.)

No

13. Please include comments and explanations as necessary. (If more room is necessary, please attach an additional sheet.)

Additional settlements: a stipend of \$1,000 shall be paid to bargaining unit members who have earned a Ph. D. effective July 1, 2021. The District professional rate shall be increased to \$51.30 per hour ongoing beginning the in the 2021-22 school year. The estimated cost for the professional rate increase is \$20,000. However, for 2021-22, the cost will be picked up by the ESSER funds.

14. Does this bargaining unit have a negotiated cap for Health and Welfare benefits? Yes ☒ No ☐

If yes, please describe the cap amount.

There is a District hard cap for health and benefits but there is a negotiated increase of \$1,350 toward the District's contribution cap effective July 1, 2020.

- B. Proposed negotiated changes in noncompensation items** (i.e., class size adjustments, staff development days, teacher prep time, classified staffing ratios, etc.)

None

- C. What are the specific impacts (positive or negative) on instructional and support programs to accommodate the settlement?** Include the impact of changes such as staff reductions or increases, program reductions or increases, elimination or expansion of other services or programs (i.e., counselors, librarians, custodial staff, etc.)

None

Pacific Grove Unified School District

D. What contingency language is included in the proposed agreement?

None

E. Will this agreement create or increase deficit spending in the current or subsequent year(s)?

"Deficit Spending" is defined to exist when a fund's expenditures and other financing uses exceed its revenues and other financing sources in a given year. If yes, explain the amounts and justification for doing so.

There is surplus in 2020-21 to cover this settlement.

F. Identify other major provisions that do not directly affect the district's costs, such as binding arbitrations, grievance procedures, etc.

None

G. Source of Funding for Proposed Agreement:

1. Current Year

General Fund property taxes

2. If this is a single year agreement, how will the ongoing cost of the proposed agreement be funded in subsequent years (i.e., what will allow the district to afford this contract)?

Increase in property tax receipts.

3. If this is a multiyear agreement, what is the source of funding, including assumptions used, to fund these obligations in subsequent years? (Remember to include compounding effects in meeting obligations.)

This is an agreement for 2020-21 with ongoing and one time costs. General Fund property taxes increased 5.14% this year and it's projected to increase 4.15% next fiscal year, 2021-22.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Unrestricted General Fund				
Bargaining Unit:	Pacific Grove Teachers Association			
	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
UNRESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440
Remaining Revenues (8100-8799)	\$ 535,956	\$ 617,433	\$ -	\$ 1,153,389
TOTAL UNRESTRICTED REVENUES	\$ 32,305,396	\$ 617,433	\$ -	\$ 32,922,829
UNRESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 14,311,259	\$ 279,135	\$ 285,094	\$ 14,875,488
Classified Salaries (2000-2999)	\$ 4,301,507	\$ -	\$ -	\$ 4,301,507
Employee Benefits (3000-3999)	\$ 4,657,478	\$ 184,050	\$ 34,468	\$ 4,875,996
Books and Supplies (4000-4999)	\$ 521,248	\$ -	\$ -	\$ 521,248
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ -	\$ -	\$ 2,107,428
Capital Outlay (6000-6599)	\$ 26,908	\$ -	\$ -	\$ 26,908
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ -	\$ -	\$ 16,746
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ -	\$ -	\$ (207,991)
Other Adjustments				
TOTAL UNRESTRICTED EXPENDITURES	\$ 25,734,583	\$ 463,185	\$ 319,562	\$ 26,517,330
OPERATING SURPLUS/(DEFICIT)	\$ 6,570,813	\$ 154,248	\$ (319,562)	\$ 6,405,499
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448
Contributions (8980-8999)	\$ (5,254,359)	\$ -	\$ -	\$ (5,254,359)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 828,006	\$ 154,248	\$ (319,562)	\$ 662,692
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235			\$ 4,496,235
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURR YR UNRESTRICTED ENDING BALANCE	\$ 5,324,241	\$ 154,248	\$ (319,562)	\$ 5,158,927
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 4,172,389	\$ 154,248	\$ (319,562)	\$ 4,007,075
Reserve for Economic Uncertainties (9789)	\$ 1,146,852	\$ -	\$ -	\$ 1,146,852
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ 0	\$ (0)

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET**Restricted General Fund**

Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
RESTRICTED REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
TOTAL RESTRICTED REVENUES	\$ 5,229,058	\$ -	\$ -	\$ 5,229,058
RESTRICTED EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 3,430,151	\$ 72,088	\$ 65,906	\$ 3,568,145
Classified Salaries (2000-2999)	\$ 2,280,538	\$ -	\$ -	\$ 2,280,538
Employee Benefits (3000-3999)	\$ 3,177,887	\$ 14,410	\$ 7,968	\$ 3,200,265
Books and Supplies (4000-4999)	\$ 1,300,251	\$ -	\$ -	\$ 1,300,251
Services, Other Operating Expenses (5000-5999)	\$ 618,908	\$ -	\$ -	\$ 618,908
Capital Outlay (6000-6599)	\$ 9,000	\$ -	\$ -	\$ 9,000
Other Outgo (7100-7299) (7400-7499)	\$ 114,063	\$ -	\$ -	\$ 114,063
Direct Support/Indirect Cost (7300-7399)	\$ 131,451	\$ -	\$ -	\$ 131,451
Other Adjustments				
TOTAL RESTRICTED EXPENDITURES	\$ 11,062,249	\$ 86,498	\$ 73,874	\$ 11,222,622
OPERATING SURPLUS (DEFICIT)	\$ (5,833,191)	\$ (86,498)	\$ (73,874)	\$ (5,993,564)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
Contributions (8980-8999)	\$ 5,254,359	\$ -	\$ -	\$ 5,254,359
CURRENT YEAR INCREASE (DECREASE) IN RESTRICTED FUND BALANCE	\$ (578,832)	\$ (86,498)	\$ (73,874)	\$ (739,205)
RESTRICTED BEGINNING FUND BALANCE	\$ 916,593			\$ 916,593
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		\$ -	\$ -
CURR YR RESTRICTED ENDING BALANCE	\$ 337,761	\$ (86,498)	\$ (73,874)	\$ 177,388
COMPONENTS OF ENDING FUND BALANCE:				
Restricted Amounts (9740)	\$ 337,761	\$ (86,498)	\$ (73,874)	\$ 177,388

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Combined General Fund
Bargaining Unit: Pacific Grove Teachers Association

	Column 1	* Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ -	\$ -	\$ 31,769,440
Remaining Revenues (8100-8799)	\$ 5,765,014	\$ 617,433	\$ -	\$ 6,382,447
TOTAL REVENUES	\$ 37,534,454	\$ 617,433	\$ -	\$ 38,151,887
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 17,741,410	\$ 351,223	\$ 351,000	\$ 18,443,633
Classified Salaries (2000-2999)	\$ 6,582,045	\$ -	\$ -	\$ 6,582,045
Employee Benefits (3000-3999)	\$ 7,835,365	\$ 198,461	\$ 42,436	\$ 8,076,261
Books and Supplies (4000-4999)	\$ 1,821,499	\$ -	\$ -	\$ 1,821,499
Services, Other Operating Expenses (5000-5999)	\$ 2,726,336	\$ -	\$ -	\$ 2,726,336
Capital Outlay (6000-6599)	\$ 35,908	\$ -	\$ -	\$ 35,908
Other Outgo (7100-7299) (7400-7499)	\$ 130,809	\$ -	\$ -	\$ 130,809
Direct Support/Indirect Cost (7300-7399)	\$ (76,540)	\$ -	\$ -	\$ (76,540)
Other Adjustments				
TOTAL EXPENDITURES	\$ 36,796,832	\$ 549,684	\$ 393,436	\$ 37,739,952
OPERATING SURPLUS (DEFICIT)	\$ 737,622	\$ 67,749	\$ (393,436)	\$ 411,935
Transfer In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ -	\$ -	\$ 488,448
Contributions (8980-8999)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 249,174	\$ 67,749	\$ (393,436)	\$ (76,513)
BEGINNING FUND BALANCE	\$ 5,412,828			\$ 5,412,828
Pri Yr Audit Adjustmnts/Restatements (9793/9795)	\$ -		\$ -	\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 5,662,002	\$ 67,749	\$ (393,436)	\$ 5,336,315
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ -	\$ -	\$ 5,000
Restricted Amounts (9740)	\$ 337,761	\$ (86,498)	\$ (73,874)	\$ 177,388
Committed/Assigned Amounts (9750-9780)	\$ 4,172,389	\$ 154,248	\$ (319,562)	\$ 4,007,075
Reserve for Economic Uncertainties (9789)	\$ 1,146,852	\$ -	\$ -	\$ 1,146,852
Unappropriated/Unappropriated Amounts (9790)	\$ -	\$ (0)	\$ 0	\$ (0)
Reserve for Economic Uncertainties Percentage	3.08%			3.00%

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Adult Education Fund

Enter Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ 264,937	\$ -	\$ -	\$ 264,937
Remaining Revenues (8100-8799)	\$ 1,608,302	\$ -	\$ -	\$ 1,608,302
TOTAL REVENUES	\$ 1,873,239	\$ -	\$ -	\$ 1,873,239
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 525,700	\$ 15,771	\$ 19,000	\$ 560,471
Classified Salaries (2000-2999)	\$ 750,355		\$ -	\$ 750,355
Employee Benefits (3000-3999)	\$ 412,189	\$ 3,153	\$ 3,798	\$ 419,140
Books and Supplies (4000-4999)	\$ 211,511	\$ -	\$ -	\$ 211,511
Services, Other Operating Expenses (5000-5999)	\$ 67,065	\$ -	\$ -	\$ 67,065
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 52,000	\$ -	\$ -	\$ 52,000
TOTAL EXPENDITURES	\$ 2,018,820	\$ 18,924	\$ 22,798	\$ 2,060,542
OPERATING SURPLUS (DEFICIT)	\$ (145,581)	\$ (18,924)	\$ (22,798)	\$ (187,303)
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ (145,581)	\$ (18,924)	\$ (22,798)	\$ (187,303)
BEGINNING FUND BALANCE	\$ 1,922,958			\$ 1,922,958
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,777,377	\$ (18,924)	\$ (22,798)	\$ 1,735,655
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)		\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 374,064	\$ (18,924)	\$ (22,798)	\$ 332,342
Committed/Assigned Amounts (9750-9780)	\$ 1,403,313	\$ 0	\$ (0)	\$ 1,403,313

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Child Development Fund

Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ 128,838	\$ -	\$ -	\$ 128,838
TOTAL REVENUES	\$ 128,838	\$ -	\$ -	\$ 128,838
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ 63,139	\$ 1,433	\$ 2,500	\$ 67,072
Classified Salaries (2000-2999)	\$ 166,176	\$ -	\$ -	\$ 166,176
Employee Benefits (3000-3999)	\$ 83,071	\$ 287	\$ 302	\$ 83,660
Books and Supplies (4000-4999)	\$ 9,400	\$ -	\$ -	\$ 9,400
Services, Other Operating Expenses (5000-5999)	\$ 5,745	\$ -	\$ -	\$ 5,745
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ 24,540	\$ -	\$ -	\$ 24,540
TOTAL EXPENDITURES	\$ 352,071	\$ 1,720	\$ 2,802	\$ 356,593
OPERATING SURPLUS (DEFICIT)	\$ (223,233)	\$ (1,720)	\$ (2,802)	\$ (227,755)
Transfers In and Other Sources (8910-8979)	\$ 224,866	\$ -	\$ -	\$ 224,866
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ 1,633	\$ (1,720)	\$ (2,802)	\$ (2,889)
BEGINNING FUND BALANCE	\$ 284			\$ 284
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ 1,917	\$ (1,720)	\$ (2,802)	\$ (2,605)
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ 1,633	\$ (1,720)	\$ (2,802)	\$ (2,889)
Committed/Assigned Amounts (9750-9780)	\$ 284	\$ 0	\$ (0)	\$ 284

* Please see question on page 7.

Monterey County Office of Education

Pacific Grove Unified School District

H. IMPACT OF PROPOSED AGREEMENT ON CURRENT YEAR OPERATING BUDGET

Enter Fund:

Bargaining Unit:

Pacific Grove Teachers Association

	Column 1	Column 2	Column 3	Column 4
	Latest Board- Approved Budget Before Settlement (As of March 4, 2021)	Adjustments as a Result of Settlement	Other Revisions	Total Current Budget (Columns 1+2+3)
REVENUES				
LCFF Funding Sources (8010-8099)	\$ -	\$ -	\$ -	\$ -
Remaining Revenues (8100-8799)	\$ -	\$ -	\$ -	\$ -
TOTAL REVENUES	\$ -	\$ -	\$ -	\$ -
EXPENDITURES				
Certificated Salaries (1000-1999)	\$ -	\$ -	\$ -	\$ -
Classified Salaries (2000-2999)	\$ -	\$ -	\$ -	\$ -
Employee Benefits (3000-3999)	\$ -	\$ -	\$ -	\$ -
Books and Supplies (4000-4999)	\$ -	\$ -	\$ -	\$ -
Services, Other Operating Expenses (5000-5999)	\$ -	\$ -	\$ -	\$ -
Capital Outlay (6000-6999)	\$ -	\$ -	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ -	\$ -	\$ -	\$ -
Direct Support/Indirect Cost (7300-7399)	\$ -	\$ -	\$ -	\$ -
TOTAL EXPENDITURES	\$ -	\$ -	\$ -	\$ -
OPERATING SURPLUS (DEFICIT)	\$ -	\$ -	\$ -	\$ -
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ -	\$ -	\$ -	\$ -
CURRENT YEAR INCREASE (DECREASE) IN FUND BALANCE	\$ -	\$ -	\$ -	\$ -
BEGINNING FUND BALANCE	\$ -			\$ -
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -			\$ -
CURRENT YEAR ENDING FUND BALANCE	\$ -	\$ -	\$ -	\$ -
COMPONENTS OF ENDING FUND BALANCE:				
Nonspendable Amounts (9711-9719)	\$ -	\$ -	\$ -	\$ -
Restricted Amounts (9740)	\$ -	\$ -	\$ -	\$ -
Committed/Assigned Amounts (9750-9780)	\$ -	\$ -	\$ -	\$ -

* Please see question on page 7.

Pacific Grove Unified School District

I. IMPACT OF PROPOSED AGREEMENT ON SUBSEQUENT YEARS UNRESTRICTED FUNDS

Unrestricted General Fund Multiyear Projection

Bargaining Unit:

Pacific Grove Teachers Association

	FY 2020-21	FY 2021-22	FY 2022-23
	Total Current Budget After Settlement	First Subsequent Year After Settlement	Second Subsequent Year After Settlement
UNRESTRICTED REVENUES			
LCFF Funding Sources (8010-8099)	\$ 31,769,440	\$ 32,837,393	\$ 33,747,072
Remaining Revenues (8100-8799)	\$ 1,153,389	\$ 532,430	\$ 532,430
TOTAL UNRESTRICTED REVENUES	\$ 32,922,829	\$ 33,369,823	\$ 34,279,502
UNRESTRICTED EXPENDITURES			
Certificated Salaries (1000-1999)	\$ 14,875,488	\$ 14,616,358	\$ 15,246,582
Classified Salaries (2000-2999)	\$ 4,301,507	\$ 4,456,589	\$ 4,532,457
Employee Benefits (3000-3999)	\$ 4,875,996	\$ 5,113,600	\$ 5,685,750
Books and Supplies (4000-4999)	\$ 521,248	\$ 523,854	\$ 526,474
Services, Other Operating Expenses (5000-5999)	\$ 2,107,428	\$ 2,173,145	\$ 2,292,259
Capital Outlay (6000-6999)	\$ 26,908	\$ -	\$ -
Other Outgo (7100-7299) (7400-7499)	\$ 16,746	\$ 16,476	\$ 16,746
Direct Support/Indirect Cost (7300-7399)	\$ (207,991)	\$ (207,991)	\$ (207,991)
Other Adjustments		\$ -	\$ -
TOTAL UNRESTRICTED EXPENDITURES	\$ 26,517,330	\$ 26,692,031	\$ 28,092,277
OPERATING SURPLUS (DEFICIT)	\$ 6,405,499	\$ 6,677,792	\$ 6,187,225
Transfers In and Other Sources (8910-8979)	\$ -	\$ -	\$ -
Transfers Out and Other Uses (7610-7699)	\$ 488,448	\$ 245,514	\$ 93,822
Contributions (8980-8999) (Enter as a negative)	\$ (5,254,359)	\$ (5,299,240)	\$ (5,727,482)
CURRENT YEAR INCREASE (DECREASE) IN UNRESTRICTED FUND BALANCE	\$ 662,692	\$ 1,133,038	\$ 365,921
UNRESTRICTED BEGINNING FUND BALANCE	\$ 4,496,235	\$ 5,158,927	\$ 6,291,965
Pri Yr Audit Adjustmnts/Restatemnts (9793/9795)	\$ -		
UNRESTRICTED ENDING FUND BALANCE	\$ 5,158,927	\$ 6,291,965	\$ 6,657,886
COMPONENTS OF ENDING BALANCE:			
Nonspendable Amounts (9711-9719)	\$ 5,000	\$ 5,000	\$ 5,000
Committed/Assigned Amounts (9750-9780)	\$ 4,007,075	\$ 5,163,194	\$ 5,506,669
Reserve for Economic Uncertainties (9789)	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217
Unappropriated/Unappropriated Amounts (9790)	\$ (0)	\$ (0)	\$ (0)

WARNING: 9790 Unappropriated Amounts must be positive

Monterey County Office of Education

Pacific Grove Unified School District

J. CALCULATING THE AVAILABLE RESERVE AMOUNT

1. State Reserve Standard

		FY 2020-21	FY 2021-22	FY 2022-23
a.	Total Expenditures, Transfers Out, and Uses (Including Cost of Proposed Agreement)	\$ 38,228,400	\$ 37,459,020	\$ 38,207,233
b.	State Standard Minimum Reserve Percentage for this District Enter percentage:	3.00%	3.00%	3.00%
c.	State Standard Minimum Reserve Amount for this District (For districts with less than 1,001 ADA, this is the greater of Line a, times Line b. or \$67,000)	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217

2. Budgeted Unrestricted Reserve (After Impact of Proposed Agreement)

a.	General Fund Budgeted Unrestricted Designated for Economic Uncertainties (9789)	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217
b.	General Fund Budgeted Unrestricted Unappropriated Amount (9790)	\$ (0)	\$ (0)	\$ (0)
c.	Special Reserve Fund (Fund 17) Budgeted Designated for Economic Uncertainties (9789)	\$ -	\$ -	\$ -
d.	Special Reserve Fund (Fund 17) Budgeted Unappropriated Amount (9790)	\$ -	\$ -	\$ -
e.	Total Available Reserves	\$ 1,146,852	\$ 1,123,771	\$ 1,146,217
f.	Reserve for Economic Uncertainties Percentage	3.00%	3.00%	3.00%

3. Do unrestricted reserves meet the state minimum reserve amount?

FY 2020-21

Yes

☒

No

☐

FY 2021-22

Yes

☒

No

☐

FY 2022-23

Yes

☒

No

☐

4. If no, how do you plan to restore your reserves?

Pacific Grove Unified School District

5. If the total amount of the adjustment in Column 2 on Page 4 does not agree with the amount of the Total Compensation Increase in Section A, Line 5 on Page 1 (i.e., increase was partially budgeted), explain the variance below:

Please add Column 2 and 3 together because one time payments aren't subject to the same STRS rate as regular salary increases. The formulas are complicated to include two different STRS calculations. It is easier to delineate the STRS calculations for salary increases (Column 2) and one-time off schedule payments (Column 3).

6. Please include any additional comments and explanations of Page 4 as necessary:

The In-Person Instructional (IPI) grants allow for salaries for certificated and classified employees providing in-person instruction or services. The IPI funds will be used to pay for certificated and classified positions who have provided in-person instruction/services since April 6, 2021, which will free up General Fund dollars for one-time payments.

L. CERTIFICATION NO. 1: CERTIFICATION OF THE DISTRICT'S ABILITY TO MEET THE COSTS OF THE COLLECTIVE BARGAINING AGREEMENT

This disclosure document is intended to assist the district's Governing Board in determining whether the district can meet the costs incurred under the tentative Collective Bargaining Agreement in the current and subsequent years. This certification page should be signed by the Superintendent and Chief Business Official at the time of public disclosure. The absence of one or both of the signatures should serve as a "red flag" to the district's Governing Board.

In accordance with the requirements of Government Code Section 3547.5, the Superintendent and Chief Business Official of the Pacific Grove Unified School District, hereby certify that the District can meet the costs incurred under this Collective Bargaining Agreement during the term of the agreement from July 1, 2019 to June 30, 2020.

Board Actions

The board actions necessary to meet the cost of the agreement in each year of its term are as follows:

Current Year

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	617,433
\$	989,364
\$	(371,931)

Subsequent Years

Budget Adjustment Categories:

Revenues/Other Financing Sources
Expenditures/Other Financing Uses
Ending Balance(s) Increase (Decrease)

**Budget Adjustment
Increase/(Decrease)**

\$	-
\$	-
\$	-

Budget Revisions


If the district does not adopt all of the revisions to its budget needed in the current year to meet the costs of the agreement at the time of the approval of the proposed collective bargaining agreement, the county superintendent of schools is required to issue a qualified or negative certification for the district on its next interim report.

Assumptions

See attached page for a list of the assumptions upon which this certification is based.

Certifications

☒ I hereby certify ☐ I am unable to certify




District Superintendent
(Signature)



Date

☒ I hereby certify ☐ I am unable to certify



Chief Business Official
(Signature)



Date

Assumptions

The assumptions upon which this certification is made are as follows:

Property Tax revenues are expected to increase 5.14% in 2020-21 and at least 4.15% in 2021-22.

Enrollment is projected to decline slightly by 7 students.

There is no projected increase of Certificated and Classified FTE next or the subsequent budget years.

There are savings from substitute and non-position-control salaries and benefits due to covid 19 closure of schools during most of 2020-21.

Concerns regarding affordability of agreement in subsequent years (if any):

None

M. CERTIFICATION NO. 2

The disclosure document must be signed by the district Superintendent or designee at the time of public disclosure and by the President or Clerk of the Governing Board at the time of formal board action on the proposed agreement.

The information provided in this document summarizes the financial implications of the proposed agreement and is submitted to the Governing Board for public disclosure of the major provisions of the agreement (as provided in the "Public Disclosure of Proposed Collective Bargaining Agreement") in accordance with the requirements of AB 1200 and Government Code Section 3547.5.

District Superintendent (or Designee)
(Signature)

Date

Song Chin-Bendib
Contact Person

(831)646-6509
Phone

After public disclosure of the major provisions contained in this summary, the Governing Board at its meeting on: June 17, 2021, took action to approve the proposed Agreement with the Pacific Grove Teachers Association Bargaining Unit.

President (or Clerk), Governing Board
(Signature)

Date

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

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

SUBJECT: Measure A Technology Bond Citizens' Oversight Committee Report

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Measure A Technology Bond Citizens' Oversight Committee (COC) Report for 2019-2020.

BACKGROUND:

Measure A was processed as a 55% vote election and passed as such, the District must comply with the provisions of Education Code 15278 required by Proposition 39.

An independent Citizens' Oversight Committee has been established to review and audit all expenditures. The COC will meet annually to review expenditures.

Internally, the District has a Tech Committee and the committee members meet regularly and recommend purchases. For 2019-20, these purchases as in the past, have been board approved and the technology was adopted into the district and the school sites.

The last report presented by the Citizens' Oversight Committee was on June 4, 2020, and it was for the 2018-19 fiscal year.

INFORMATION:

The Pacific Grove USD Citizens' Oversight Committee met on April 21, 2021, to review the 2019-20 Measure A Technology Bond expenditures.

The committee will present their report.

FISCAL IMPACT:

None.



Pacific Grove Unified School District
Measure A Technology Bond Citizens Oversight Committee
ANNUAL REPORT TO THE COMMUNITY 2019-2020

**MEASURE A OVERSIGHT
COMMITTEE**

Alex Lorca (Chair)
 Stephanie Atigh
 Maria Fonferek
 Elliott Hazen
 Travis Long
 Laurel Peiffer
 Jessica Thompson

**PACIFIC GROVE
UNIFIED SCHOOL DISTRICT
BOARD OF TRUSTEES**

John Paff – President
 Brian Swanson – Clerk
 Cristy Dawson – Trustee
 Carolyn Swanson – Trustee
 Jon Walton - Trustee

Letter from the Chair

As Chair of the Measure A Technology Bond Citizens Oversight Committee, I am pleased to issue this Annual Report to the Community.

It is the task of the Oversight Committee to review bond expenditures and report to the community on the progress made to fulfill the terms of the bond. This report includes the financial and performance audit for the 2019-2020 fiscal year. It also provides information on the status of the authorized bond project.

I invite you to stay informed on the progress of Measure A by visiting the District website at www.pgusd.org and clicking on Business Documents for information. Tech Team meetings are held monthly to discuss technology needs of the district and to plan the use of Measure A funds. For more information, go to edtech.pgusd.org or contact Matthew Binder, Director of Educational Technology, at (831) 646-6618. You are also invited to attend the meetings of the Citizens Oversight Committee. Agendas and meeting minutes are posted on the website. For more information, call (831) 646-6509.

Thank you for your investment in the renovation and upgrades to the technology in the Pacific Grove Unified School District's schools.

*Alex Lorca
 Citizens Oversight Committee Chair*

**INDEPENDENT PERFORMANCE AUDIT FOR
FISCAL YEAR 2019-2020**

Independent Auditor's Report for Fiscal year 2019-2020

The Committee received and reviewed the District's Independent Auditor's Report for the financial statements on April 21, 2021. The report was prepared by Eide Bailly, LLP in accordance with the requirement of Proposition 39. In summary, the Auditor's opinion was that: "...the financial statements ...present fairly, in all material respects, the financial position of the Building Fund (Measures A and D) of Pacific Grove Unified School District as of June 30, 2020, and the results of its operations for the year then ended in conformity with accounting principles generally accepted in the United States of America."

Independent Auditor's Report on Performance for Fiscal year 2019-2020

The Committee also received and reviewed the District's Independent Auditor's Report on Performance on April 21, 2021. The report was also prepared by Eide Bailly, LLP in accordance with the requirement of Proposition 39. In summary, the Auditor's opinion was that: "The results of our tests indicated that the District expended Building Fund (Measures A and D) funds only for the specific projects approved by the voters, in accordance with Proposition 39 and outlined in Article XIII A, Section 1(b)(3)(C) of the California Constitution."

For detailed information on the Measure D (Facilities Bond) and Measure A (Education Technology Bond) expenditures, please visit the PGUSD website at www.pgusd.org

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Approval of Pacific Grove Unified School District Confidential Employees Agreement

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Confidential Employees.

BACKGROUND:

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

INFORMATION:

The agreement with the Confidential Employees is as follows:

- Effective July 1, 2020, a salary increase of 3.0% to the Confidential salary schedule
- In addition, the District shall pay a \$2,500 per 1.0 FTE one-time, off schedule, payment to be paid on or before July 15, 2021
- The current health care allowance of \$3,000 per year will remain unchanged.
- The agreement is made with the understanding that if through negotiations for the 2020-2021 year, any other District Bargaining Unit comes in with a higher total compensation adjustment, the Confidential Employees group will be entitled to the same adjustment
- All other provisions of prior compensation adjustments, not in conflict with the above, shall remain in effect.

FISCAL IMPACT:

Total compensation cost for 3.00% in 2020-21 is estimated at \$20,448. Additionally, the one-time off schedule payment is $5.875 \text{ FTE} \times \$2500 = \$14,687.50$.

Confidential Employees Group
Compensation Agreement

The Confidential Employees Group met on May 28, 2021, to discuss the following terms:

Effective retroactive to July 1, 2020, a salary increase of 3.0% to the Confidential Salary Schedule for the 2020-2021 year.


In addition, the district shall pay a \$2,500 per 1.0 FTE one-time, off schedule, payment to be paid on or before July 15, 2021.

The current health care allowance of \$3,000 will remain unchanged.


This agreement is made with the understanding that if through negotiations for the 2020-2021 year, any other District Bargaining Unit comes in with a higher total compensation adjustment, the Confidential Employees group will be entitled to the same adjustment.


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

By signing this Proposal, the Confidential Employees Group agrees to all the terms:


Mandi Ackerman


Denise Engles


Angela Lippert


Kimberly Ortiz


Angela Rodriguez

Nancy Bernahl

Ralph Gómez Porras, Superintendent

Song Chin Bendib, Assistant Superintendent

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

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

SUBJECT: Approval of Pacific Grove Unified School District Management Agreement

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove United School District and the Management group.

BACKGROUND:

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

INFORMATION:

The agreement with the Management group is as follows:

- Retroactive to July 1, 2020, the District shall provide a total compensation package which includes an increase of 3.0% for the 2020-21 school year placed on the salary schedule, plus a one-time payment in the amount of \$2,500 for each member of the group commensurate with the classified bargaining unit final compensation agreement.

FISCAL IMPACT:

Total compensation cost (inclusive of statutory costs) of 3.00% for 2020-21 is estimated at:

- \$70,791 General Fund; \$9,308 Adult Ed; Cafeteria \$4,136 = Total \$84,235

The cost of one-time off schedule payment is as follows:

- \$36,806 General Fund; \$6,000 Adult Ed; Cafeteria \$3,269 = Total \$46,075

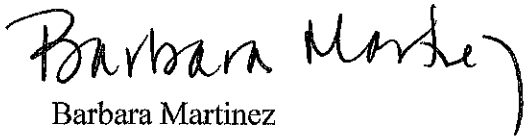
Grand total = \$130,310

Management Agreement
2020-21 school year

The Pacific Grove Unified School District and Pacific Grove Unified School District Management Team agree to the following:

Retroactive to July 1, 2020, the District shall provide a total compensation package which includes:

An increase of 3.00% for the 2020/21 school year placed on the salary schedule, plus a one-time payment in the amount of \$2,500 for each member of the group commensurate with the classified bargaining unit final compensation agreement.



Barbara Martinez
PGUSD Management Group representative

5/28/2021

Date

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

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

SUBJECT: Approval of Pacific Grove Unified School District Adult Education Teachers Agreement

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Adult Education Teachers.

BACKGROUND:

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

INFORMATION:

The District and PG AS met on June 3, 2021, and both parties agree to the following total compensation for the 2020-21 school year:

- 3.0% salary increase retroactive to July 1, 2020 and ongoing
- The following one-time, off schedule payment to employees in each category:
 - Full-time, 40 hours, per week \$2,500
 - Part-time, 12-20 hours and below 40 hours per week, \$1,000
 - Part-time, less than 12 hours per week, \$300

FISCAL IMPACT:

Total compensation cost for 3.0% in 2020-21 is estimated at \$18,924 to be paid out of Fund 11, Adult Education Fund.

One-time, off schedule payment is estimated at \$22,798 to be paid out of relieved General Fund by In-Person Instructional grants.


MEET AND CONFER
PACIFIC GROVE ADULT SCHOOL
EFFECTIVE JULY 1, 2020

The Pacific Grove Unified School District ("District") and PGAS Meet and Confer committee (collectively referred to as "the parties") agree to the following terms ("Agreement") to close negotiations for the 2020-2021 school year.

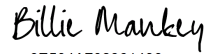
The District and PGAS met on June 3, 2021 and both parties agree to the following total compensation for the 2020-2021 school year:

- 3.0% salary increase retroactive to July 1, 2020 and ongoing
- The following one time, off schedule payment to employees in each category:
 - Full-time, 40 hours, per week \$2,500
 - Part-time, 12-20 hours and below 40 hours per week, \$1,000
 - Part-time, less than 12 hours per week, \$300

This Agreement shall take effect and become binding on the Parties upon approval by the PGUSD Governing Board meeting on July 17, 2021

DocuSigned by:

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 Song Chin-Bendib, Assistant Superintendent, Business Services Date

DocuSigned by:

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 Billie Mankey, Director II, Human Resources Date

DocuSigned by:

 7DBA3D96BC00407... 6/10/2021

 Sarah Weber, PGAS Instructor and Representative Date

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Approval of the Assistant Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board of Education review and approve the Assistant Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment

BACKGROUND:

The District Assistant Superintendent works as a contracted employee to the Governing Board. This contract governs her term of employment and compensation.

INFORMATION:

The Board, on an annual basis, reviews the Assistant Superintendent's contract and compensation. Proposed modifications which are commensurate with the other employee bargaining units are noted in the "Amendment to Contract of Employment."

- Board agrees to pay Assistant Superintendent an annual compensation of \$210,552.60 payable in twelve (12) equal monthly installments retroactive to July 1, 2020 through June 30, 2021. Beginning July 1, 2021, the Board agrees to pay Assistant Superintendent an annual compensation of \$210,552.60. The July 1, 2021 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.
- Additionally, the Board agrees to pay Assistant Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021. Additionally, the Board agrees to pay Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021
- The contract language for travel reimbursement has been clarified to read: "The Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis within the Pacific Grove boundaries. *The Assistant Superintendent shall receive actual mileage*

reimbursement for work outside of the Pacific Grove boundaries. Travel to and from work does not qualify for reimbursement.”

- The Assistant Superintendent shall receive the \$480/ year stipend retroactively for the 2018-19 school year as the stipulation was omitted in that contract and should have been in place.

FISCAL IMPACT:

This 3.0 % on going and \$2,500 one time compensation agreement is commensurate with the other employee bargaining units. This contract adjustment includes an increase in annual salary of \$6,132.60, and \$2,500 one-time to be funded by the General Fund.

AMENDMENTS TO CONTRACT OF EMPLOYMENT
ASSISTANT SUPERINTENDENT

The Governing Board of Pacific Grove Unified School District ("Governing Board") and Song Chin-Bendib ("Assistant Superintendent") agree that the Assistant Superintendent's Contract shall be amended to include the following:

- Board agrees to pay Assistant Superintendent an annual compensation of \$210,552.60 payable in twelve (12) equal monthly installments retroactive to July 1, 2020 through June 30, 2021. Beginning July 1, 2021, the Board agrees to pay Assistant Superintendent an annual compensation of \$210,552.60. The July 1, 2021 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board.
- Additionally, the Board agrees to pay Assistant Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021.
- The contract language for travel reimbursement has been clarified to read: "The Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis within the Pacific Grove boundaries. *The Assistant Superintendent shall receive actual mileage reimbursement for work outside of the Pacific Grove boundaries.* Travel to and from work does not qualify for reimbursement."
- The Assistant Superintendent shall receive the \$480/ year stipend retroactively for the 1998-99 school year as the stipulation was omitted in that contract and should have been in place.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT ASSISTANT SUPERINTENDENT CONTRACT

This Employment Agreement ("Agreement") is made on this ~~20th day of May 2021~~^{17th day of June, 2021}, by and between the Governing Board of Pacific Grove Unified School District ("District") and Song Chin-Bendib ("Assistant Superintendent").

Formatted: Superscript

1. **Term** – The District hereby employs Song Chin-Bendib as Assistant Superintendent for Business Services at Pacific Grove Unified School District, July 1, 2021 through June 30, 2024.

~~2.~~ **Salary – Salary** – Board agrees to pay Assistant Superintendent an annual compensation of ~~\$204,420.00~~^{210,552.60} payable in twelve (12) equal monthly installments retroactive to July 1, ~~2020~~²⁰²¹ through June 30, 2021. Beginning July 1, 2021, the Board agrees to pay Assistant Superintendent an annual compensation of ~~\$204,420.00~~^{210,552.60}. The July 1, 2021 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board. Additionally, the Board agrees to pay Assistant Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 30, 2021.

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The Superintendent, after determining satisfactory evaluation of the Assistant Superintendent, may recommend to the Board of Education that the Assistant Superintendent receive an increase in compensation which may serve in lieu of the generally applied increase listed in the following paragraph. This determination can be made at any time at the direction of the Superintendent. A change in salary shall not constitute the creation of a new Agreement, nor extend the termination date of this agreement.

Unless the Board and Assistant Superintendent mutually agree to a different amount for an annual increase to the Assistant Superintendent's compensation, the Assistant Superintendent's compensation may be increased each year by the same percentage increase and/or one-time payment, if any, received by the District's classified employee bargaining unit.

- ~~3.2~~ **Fringe Benefits** – The Assistant Superintendent shall also be entitled to receive a Health Care Allowance of \$3,000 per year directed toward health coverage under the District's MCSIG or other provider's medical, dental and vision insurance. This Health Care Allowance shall continue after retirement as a post-retirement benefit up to age 65. This fringe benefits package shall stay in force during the term of this Agreement.

- ~~4.3~~ **Work Days** – The Assistant Superintendent shall work 225 days of service per school year July 1, 2020 through June 30, 2022. Under this contract, the work calendar shall be approved by the Superintendent by the 1st day of July.

- ~~5.4~~ **Sick Leave** – The Assistant Superintendent is entitled to one sick day per month of employment by the District. Sick leave may be accrued and applied to PERS Retirement.

- ~~6.5~~ **Cell Phone and Vehicle Expense** – The Assistant Superintendent is required to have a cell phone and to have a vehicle. The Assistant Superintendent shall receive \$65 per month for the use of this cell phone. The Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis ~~outside of the District boundaries, but within the Pacific Grove boundaries. The Assistant Superintendent shall receive actual mileage reimbursement for work outside of the Pacific Grove boundaries.~~ Travel to and from work does not qualify for reimbursement.

7.6. Expenses – The Assistant Superintendent shall be reimbursed for all documented actual necessary job related expenses, which have been authorized by Board policy and have received prior approval from the Superintendent. Included in this shall be the cost of membership in professional organizations for school business officials, including ACSA and CASBO.

8.7. Assistant Superintendent General Duties – The Assistant Superintendent is directly responsible to the Superintendent as a technical expert whose primary duty is the financial operation of the District, and the development and implementation of the annual budget. The Assistant Superintendent shall be responsible for all duties detailed in the Board approved job description. In addition, the Assistant Superintendent:

- Oversees the accounting, payroll, budgeting, purchasing, attendance, internal control, maintenance, buildings, grounds and food services, transportation, disaster preparedness, facility usage, insurance programs and loss control.
- Evaluates employees under his/her jurisdiction using timelines and procedures noted in collective bargaining contracts.
- Advises the Superintendent in a timely manner about financial and budgetary issues and threats to the financial well-being of the District, including sources of funds that might be available to implement present and contemplated District programs.
- Presentations of required reports to the Superintendent prior to public release. Examples:
 - First and second interim reports
 - Draft budget for new year
 - February - School Expenditure Summary
 - August - Property Tax Report
 - November/March - District budget review
 - Negotiation proposals
 - Others upon request
- Presents options and solutions that will enact the goals of the District and directions of the Superintendent.
- Maintains and improves professional competence by attending professional development meetings and conferences.
- Establishes and maintains positive staff relationships and actively seeks solutions that will enable schools to offer a successful educational program.
- Keeps the Superintendent informed in a timely manner of all administrative and related issues associated with the operation of the school District, and discusses these issues with the Superintendent prior to public or staff review.
- Serves on all committees and completes all assigned duties as directed by the Superintendent.
- Supervises and coordinates District general construction efforts.
- Changes in the duties may occur at the direction of the Superintendent.

9.8. Evaluation – The Assistant Superintendent's evaluation will include both performance of duties and professional growth, and shall review the following areas:

- Administrative skills, business services, communication and interpersonal skills.
- Supervision of all departments assigned (i.e. business, custodians, grounds, maintenance, transportation and food services).
- Positive, affirmative support for the attainment of District's yearly educational goals.
- Completion of goals assigned by the Superintendent.
- All duties noted in the Assistant Superintendent for Business Services job description.
- The Assistant Superintendent, in cooperation with the Superintendent, may choose to develop an evaluation document.

In addition, any contract extension or salary increase shall be approved by the Board in open session at a regular meeting of the Board and reflected in the minutes of such meeting.

~~10.9.~~ **Termination of Contract– Mutual Consent:** Upon the recommendation of the Superintendent, this Agreement may be terminated at any time by mutual consent of the Board of Education and the Assistant Superintendent. Any party seeking to terminate the agreement shall give 60-day written notice to the other party.

~~11.10.~~ **Termination Without Cause** – If the District chooses to terminate this Agreement prior to its expiration, due to reasons other than job abandonment or conviction of criminal activities, then, in accordance with Government Code 53260, the District shall pay to the Assistant Superintendent an amount equal to the current monthly salary of the Assistant Superintendent at the time of termination multiplied by the number of months remaining on the unexpired contract up to a maximum of 12 months. In addition, the District shall continue to contribute to the employee's medical insurance, at the same level as prior to termination, for the remaining time of the unexpired contract term up to nine months or until the employee finds other employment, whichever occurs first.

~~12.11.~~ **Non-Renewal of Agreement** – The Board of Education, at the recommendation of the Superintendent, may elect not to renew this agreement at the end of its term, for any reason, by providing a 45-day written notice to the Assistant Superintendent, in accordance to the Education Code Section 35031.

~~13.12.~~ **Termination for Cause** – The Assistant Superintendent's status and all rights under this agreement may be terminated by the Board of Education at any time for, but not limited to, breach of contract, any grounds enumerated in the Education Code, or the Assistant Superintendent's failure to perform responsibilities as set forth in this Agreement, or as defined by law. Within 30 days of receipt of a written statement identifying the grounds for termination, the Assistant Superintendent shall be entitled to a conference with the Superintendent and Board of Education. This conference will be the Assistant Superintendent's exclusive right to any hearing.

14. **Abuse of Office Provisions** - In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

15. General Provisions

- a. **Governing Law and Venue** – This agreement and the rights, obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
- b. **Entire Agreement** – This agreement contains the entire agreement and understanding between

the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation expressed or implied not contained in this agreement, including Board policies that may be deemed to infer an employment benefit.

- c. No Assignment – The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this agreement.
- d. Modification – This agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties. Any party requesting a modification shall give 30 days written notice to the other party.
- e. Severability – If any provision of this agreement is ruled to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall continue in full force and effect.
- f. Professional Liability – The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in her official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting in the scope of her employment and excluding criminal litigation. The District shall provide public liability insurance for the Assistant Superintendent to cover legal expenses in the defense of claims and related judgments resulting from her functions as Assistant Superintendent. Coverage shall not apply for any loss, claim or suit arising out of the intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of the Assistant Superintendent. The District shall provide Legal Expenses for any action brought against the Assistant Superintendent seeking resulting damages from her functions as Assistant Superintendent and will reimburse her for any portion of such expense and judgment not covered by insurance. However, in no event will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions and/or legal proceedings.

President, Board of Trustees,
Pacific Grove Unified School District

Date

Superintendent

Date

Assistant Superintendent

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT ASSISTANT SUPERINTENDENT CONTRACT

This Employment Agreement (“Agreement”) is made on this 17th day of June, 2021, by and between the Governing Board of Pacific Grove Unified School District (“District”) and Song Chin-Bendib (“Assistant Superintendent”).

1. **Term** – The District hereby employs Song Chin-Bendib as Assistant Superintendent for Business Services at Pacific Grove Unified School District, July 1, 2021 through June 30, 2024.

Salary – Salary – Board agrees to pay Assistant Superintendent an annual compensation of \$210,552.60 payable in twelve (12) equal monthly installments retroactive to July 1, 2020 through June 30, 2021. Beginning July 1, 2021, the Board agrees to pay Assistant Superintendent an annual compensation of \$210,552.60. The July 1, 2021 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board. . Additionally, the Board agrees to pay Assistant Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021.

The Superintendent, after determining satisfactory evaluation of the Assistant Superintendent, may recommend to the Board of Education that the Assistant Superintendent receive an increase in compensation which may serve in lieu of the generally applied increase listed in the following paragraph. This determination can be made at any time at the direction of the Superintendent. A change in salary shall not constitute the creation of a new Agreement, nor extend the termination date of this agreement.

Unless the Board and Assistant Superintendent mutually agree to a different amount for an annual increase to the Assistant Superintendent’s compensation, the Assistant Superintendent’s compensation may be increased each year by the same percentage increase and/or one-time payment, if any, received by the District’s classified employee bargaining unit.

2. **Fringe Benefits** –The Assistant Superintendent shall also be entitled to receive a Health Care Allowance of \$3,000 per year directed toward health coverage under the District’s MCSIG or other provider’s medical, dental and vision insurance. This Health Care Allowance shall continue after retirement as a post–retirement benefit up to age 65. This fringe benefits package shall stay in force during the term of this Agreement.
3. **Work Days** – The Assistant Superintendent shall work 225 days of service per school year July 1, 2020 through June 30, 2022. Under this contract, the work calendar shall be approved by the Superintendent by the 1st day of July.
4. **Sick Leave** – The Assistant Superintendent is entitled to one sick day per month of employment by the District. Sick leave may be accrued and applied to PERS Retirement.
5. **Cell Phone and Vehicle Expense** – The Assistant Superintendent is required to have a cell phone and to have a vehicle. The Assistant Superintendent shall receive \$65 per month for the use of this cell phone. The Assistant Superintendent shall receive a monthly work related mileage stipend of \$40 per month, or \$480 per year, for travel purposes accrued on a monthly basis within the Pacific Grove boundaries. The Assistant Superintendent shall receive actual mileage reimbursement for work outside of the Pacific Grove boundaries. Travel to and from work does not qualify for reimbursement.

6. **Expenses** – The Assistant Superintendent shall be reimbursed for all documented actual necessary job related expenses, which have been authorized by Board policy and have received prior approval from the Superintendent. Included in this shall be the cost of membership in professional organizations for school business officials, including ACSA and CASBO.

7. **Assistant Superintendent General Duties** – The Assistant Superintendent is directly responsible to the Superintendent as a technical expert whose primary duty is the financial operation of the District, and the development and implementation of the annual budget. The Assistant Superintendent shall be responsible for all duties detailed in the Board approved job description. In addition, the Assistant Superintendent:
 - Oversees the accounting, payroll, budgeting, purchasing, attendance, internal control, maintenance, buildings, grounds and food services, transportation, disaster preparedness, facility usage, insurance programs and loss control.
 - Evaluates employees under her jurisdiction using timelines and procedures noted in collective bargaining contracts.
 - Advises the Superintendent in a timely manner about financial and budgetary issues and threats to the financial well-being of the District, including sources of funds that might be available to implement present and contemplated District programs.
 - Presentations of required reports to the Superintendent prior to public release. Examples:
 - First and second interim reports
 - Draft budget for new year
 - February - School Expenditure Summary
 - August - Property Tax Report
 - November/March - District budget review
 - Negotiation proposals
 - Others upon request
 - Presents options and solutions that will enact the goals of the District and directions of the Superintendent.
 - Maintains and improves professional competence by attending professional development meetings and conferences.
 - Establishes and maintains positive staff relationships and actively seeks solutions that will enable schools to offer a successful educational program.
 - Keeps the Superintendent informed in a timely manner of all administrative and related issues associated with the operation of the school District, and discusses these issues with the Superintendent prior to public or staff review.
 - Serves on all committees and completes all assigned duties as directed by the Superintendent.
 - Supervises and coordinates District general construction efforts.
 - Changes in the duties may occur at the direction of the Superintendent.

8. **Evaluation** – The Assistant Superintendent's evaluation will include both performance of duties and professional growth, and shall review the following areas:
 - Administrative skills, business services, communication and interpersonal skills.
 - Supervision of all departments assigned (i.e. business, custodians, grounds, maintenance, transportation and food services).
 - Positive, affirmative support for the attainment of District's yearly educational goals.
 - Completion of goals assigned by the Superintendent.
 - All duties noted in the Assistant Superintendent for Business Services job description.
 - The Assistant Superintendent, in cooperation with the Superintendent, may choose to develop an evaluation document.

In addition, any contract extension or salary increase shall be approved by the Board in open session at a regular meeting of the Board and reflected in the minutes of such meeting.

9. **Termination of Contract– Mutual Consent:** Upon the recommendation of the Superintendent, this Agreement may be terminated at any time by mutual consent of the Board of Education and the Assistant Superintendent. Any party seeking to terminate the agreement shall give 60-day written notice to the other party.
10. **Termination Without Cause** – If the District chooses to terminate this Agreement prior to its expiration, due to reasons other than job abandonment or conviction of criminal activities, then, in accordance with Government Code 53260, the District shall pay to the Assistant Superintendent an amount equal to the current monthly salary of the Assistant Superintendent at the time of termination multiplied by the number of months remaining on the unexpired contract up to a maximum of 12 months. In addition, the District shall continue to contribute to the employee's medical insurance, at the same level as prior to termination, for the remaining time of the unexpired contract term up to nine months or until the employee finds other employment, whichever occurs first.
11. **Non-Renewal of Agreement** – The Board of Education, at the recommendation of the Superintendent, may elect not to renew this agreement at the end of its term, for any reason, by providing a 45-day written notice to the Assistant Superintendent, in accordance to the Education Code Section 35031.
12. **Termination for Cause** – The Assistant Superintendent's status and all rights under this agreement may be terminated by the Board of Education at any time for, but not limited to, breach of contract, any grounds enumerated in the Education Code, or the Assistant Superintendent's failure to perform responsibilities as set forth in this Agreement, or as defined by law. Within 30 days of receipt of a written statement identifying the grounds for termination, the Assistant Superintendent shall be entitled to a conference with the Superintendent and Board of Education. This conference will be the Assistant Superintendent's exclusive right to any hearing.
14. **Abuse of Office Provisions** - In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Assistant Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Assistant Superintendent if the Assistant Superintendent is convicted of a crime involving an abuse of office or the position of Assistant Superintendent. In addition, if the District funds the criminal defense of the Assistant Superintendent against charges involving abuse of office or position and the Assistant Superintendent is then convicted of such charges, the Assistant Superintendent shall fully reimburse the District all funds expended for the Assistant Superintendent's criminal defense. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **General Provisions**
 - a. **Governing Law and Venue** – This agreement and the rights, obligations of the parties shall be governed by and construed in accordance with the laws of the State of California.
 - b. **Entire Agreement** – This agreement contains the entire agreement and understanding between

- the parties. There are no oral understandings, terms or conditions and neither party has relied upon any representation expressed or implied not contained in this agreement, including Board policies that may be deemed to infer an employment benefit.
- c. No Assignment – The Assistant Superintendent may not assign or transfer any rights granted or obligations assumed under this agreement.
 - d. Modification – This agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both parties. Any party requesting a modification shall give 30 days written notice to the other party.
 - e. Severability – If any provision of this agreement is ruled to be invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of the agreement shall continue in full force and effect.
 - f. Professional Liability – The District agrees that it shall defend, hold harmless and indemnify the Assistant Superintendent from any and all demands, claims, suits, actions and legal proceedings brought against the Assistant Superintendent in her official capacity as agent and employee of the District, provided the incident arose while the Assistant Superintendent was acting in the scope of her employment and excluding criminal litigation. The District shall provide public liability insurance for the Assistant Superintendent to cover legal expenses in the defense of claims and related judgments resulting from her functions as Assistant Superintendent. Coverage shall not apply for any loss, claim or suit arising out of the intentional violation of a penal statute or ordinance committed by or with the knowledge or consent of the Assistant Superintendent. The District shall provide Legal Expenses for any action brought against the Assistant Superintendent seeking resulting damages from her functions as Assistant Superintendent and will reimburse her for any portion of such expense and judgment not covered by insurance. However, in no event will individual Board members be considered personally liable for indemnifying the Assistant Superintendent against such demands, claims, suits, actions and/or legal proceedings.

President, Board of Trustees,
Pacific Grove Unified School District

Date

Superintendent

Date

Assistant Superintendent

Date

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Approval of the Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: John Paff, Board President

RECOMMENDATION:

It is recommended that the Board of Education review and approve the Superintendent's 2021-24 Contract: Retroactive Compensation Adjustment.

BACKGROUND:

The District Superintendent works as a contracted employee to the Governing Board. This contract governs his term of employment and compensation.

INFORMATION:

The Board, on an annual basis, reviews the Superintendent's contract and compensation. Proposed modifications which are commensurate with the other employee bargaining units are noted in the "Amendment to Contract of Employment."

- The Board agrees to pay Superintendent a retroactive salary increase of 3.0 % effective July 1, 2020, which equates to an annual salary of \$248,459.48 payable in twelve (12) equal monthly installments retroactive to July 1, 2020 through June 30, 2021. Beginning July 1, 2021, the Board agrees to pay the Superintendent an annual compensation of \$248,459.48.
- Additionally, the Board agrees to pay Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021
- The Superintendent cell phone stipend shall be reduced from \$150 per month to \$65 per month

FISCAL IMPACT:

This 3.0 % on going and \$2,500 one-time compensation agreement is commensurate with the other employee bargaining units. This contract adjustment includes an increase in annual salary of \$7,246.30, and \$2,500 one-time to be funded by the General Fund.

AMENDMENTS TO CONTRACT OF EMPLOYMENT
SUPERINTENDENT

The Governing Board of Pacific Grove Unified School District ("Governing Board") and Ralph Gómez Porras ("Superintendent") agree that the Superintendent's Contract shall be amended to include the following:

- The Board agrees to pay Superintendent a retroactive salary increase of 3.0 % effective July 1, 2020, which equates to an annual salary of \$248,459.48 payable in twelve (12) equal monthly installments retroactive to July 1, 2020 through June 30, 2021. Beginning July 1, 2021, the Board agrees to pay the Superintendent an annual compensation of \$248,459.48.
- Additionally, the Board agrees to pay Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021
- The Superintendent cell phone stipend shall be reduced from \$150 per month to \$65 per month

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SUPERINTENDENT CONTRACT

This Agreement is made on this 20th day of May 2021 17 day of June, 2021, by and between the Governing Board ("Board") of Pacific Grove Unified School District and Dr. Ralph Gómez Porras.

1. **Term** – This Employment Agreement ("Agreement") is made and entered into for the term commencing July 1, 2021 through June 30, 2024 by and between the Pacific Grove Unified School District, a public agency of the State of California ("District"), and Ralph Gómez Porras, an individual (referred to herein as "Superintendent").
2. **Salary** – Board agrees to pay Superintendent an annual compensation of \$~~241,213.18~~248,459.48 payable in twelve (12) equal monthly installments retroactive to July 1, 20~~2019~~2021 through June 30, 202~~10~~19. Beginning July 1, 202~~10~~19, the Board agrees to pay the Superintendent an annual compensation of \$~~241,213.18~~248,459.48. The July 1, 202~~10~~19 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board. Additionally, the Board agrees to pay Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 20, 2021.

The Superintendent shall receive longevity increments in base salary beginning the first day of the fifth (5th), seventh (7th) and eleventh (11th) contractual work years, effective July 1, 2011. The increments shall be 2.5 % of base salary, as is available to all management personnel.

Board reserves the right to increase salary and/or benefits for any period of this Agreement. Board may deduct or withhold from Superintendent's salary any and all sums required for federal income taxes and all applicable federal, state, or local taxes and withholdings, including, if applicable, contributions to STRS, which are now applicable or become applicable in the future.

Superintendent shall receive, on an annual basis, a doctoral stipend of \$1,800.

Unless Superintendent and District mutually agree to a different amount for an annual increase to the Superintendent's salary, the Superintendent's salary may, at the discretion of the Governing Board, be increased each year by the same percentage increase or one time payment, if any, received by District's certificated bargaining unit.

3. **Workdays** – Superintendent shall work 225 days during each year (July 1st – June 30th). Days in excess of 225 should only be worked with prior agreement of Board or Board President. If excess workdays are performed, they shall be paid at per diem rate.
4. **Chief Administrative Official** – Board hereby employs Superintendent as the Superintendent of District, and Superintendent accepts employment as the Superintendent of District. In said capacity, Superintendent shall perform all services, acts, or things, necessary or advisable, to manage and conduct the business of District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

Superintendent shall serve as the Chief Administrative Official of District, including administration of District's instructional program, business affairs, personnel services, and property management functions with the assistance of staff personnel. Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, promotion and demotion of personnel subject to the approval of Board.

Superintendent shall review all policies under consideration by Board and make appropriate recommendations to Board.

Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Superintendent and members of Board shall keep each other apprised of criticisms and/or complaints regarding District operations or personnel, with the understanding that individual members will discuss these issues with Superintendent prior to public review.

Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to Superintendent's position and necessary for the adequate performance of Superintendent's duties.

5. **Evaluation** – Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent, (b) oral and written evaluation of Superintendent's performance, (c) review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year.

After reviewing the performance of Superintendent, based upon the agreed upon goals and objectives established for the school year, Board shall notify Superintendent in writing whether Superintendent has performed, in Board's judgment, satisfactorily or unsatisfactorily.

If Board concludes that Superintendent's performance is unsatisfactory, Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Failure of Board to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent if Board determines, in its discretion, that such action is warranted.

6. **Devotion of Professional Services** – Superintendent shall give his exclusive professional services to District during the period of time such services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture or engage in other professional undertakings, provided such activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent. Superintendent may retain any income, which may be derived therefrom.
7. **Health and Welfare Benefits; Holidays; and Sick Leave** – Superintendent shall be entitled to those benefits and paid holidays accorded to management personnel of District.

In addition, Superintendent shall be entitled to twelve (12) sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. Superintendent shall also be entitled to accumulate unused sick leave from year to year

Superintendent Contract, 2021 – 2024

without limitation. Upon termination of this Agreement, Superintendent shall not be entitled to compensation for any unused sick leave.

Should Superintendent retire from District after fifteen (15) years of service, District agrees that it shall pay all premium costs for all such health, vision and dental insurance plans for Superintendent and his spouse until age sixty-five (65) or Medicare eligibility, whichever comes first. Upon reaching age 65 or enrollment in Medicare, whichever comes first, the District shall pay the premium costs for Medicare supplement insurance under the plans offered by a District recommended insurance broker and which match type of coverage offered under the existing plan at the time of leaving the District, as those plans may change from time to time.

Should Superintendent continue to be eligible for District provided health insurance benefits after Superintendent is no longer employed by District, and if Superintendent has moved from the geographical area where District's then current health insurance providers offer coverage, Superintendent may obtain alternative coverage and the District shall pay all premium costs up to the amount of the District's contribution toward health and welfare benefits for members of the certificated bargaining unit for the employee plus one dependent, as that amount may change from time to time.

8. **Transportation and Expenses** – Superintendent shall receive \$300 per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

Superintendent shall be reimbursed for all travel and for all necessary non-travel expenses as provided in applicable District policies, rules and regulations. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by Superintendent. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development (ASCD), and such other professional associations in which Superintendent may participate.

Superintendent is required to have a cell phone and shall be compensated at the rate of ~~\$150~~^{\$65} per month.

9. **Termination** – This Agreement may be terminated prior to its expiration date on any of the following basis:

- A. Superintendent may terminate Superintendent's obligations under this Agreement by giving the District at least thirty (30) days written notice in advance.
- B. Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.
- C. By mutual agreement of both parties at any time.
- D. For cause, if Board determines that Superintendent has materially breached a term of this Agreement or has neglected to perform his/her duties under it. Prior to exercising this

option, Board shall give Superintendent written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action.

No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent may be represented, at his/her expense, by counsel at the meeting.

Any decision to terminate for cause shall be effective upon the date determined by Board.

- E. At the sole discretion of Board upon a determination that it is in the best interest of the District to obtain a new Chief Administrative Officer, the Board shall have the option to unilaterally terminate this Agreement upon the provision of written notice to the Superintendent. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest of the District.

In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against the District, including but not limited to any claims/actions under this Agreement, in exchange for an amount calculated by multiplying the number of months remaining on this Agreement by Superintendent's monthly salary (see Section 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to twelve (12) months' salary.

- 10. **Indemnity** – In accordance with the provisions of Government Code §825 and §995, District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, District shall hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity or Superintendent's official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.
- 11. **Governing Laws/Severance** – This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- 12. **Limitation on Cash Settlement Upon Termination** – Pursuant to the provisions of Government Code section 53260:
 - A. In the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Agreement, or salary for 12 months, whichever is less.

- B. Notwithstanding the foregoing provisions of subsection A above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Agreement, Board may not provide any cash or noncash settlement with Superintendent if Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

13. **Non-cash Benefits Upon Termination** – Pursuant to provisions of Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when Superintendent obtains other employment before the measuring period has expired.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

14. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if District funds the criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent's criminal defense. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **Notification of Renewal** – Not later than 90 days prior to the termination date of this Agreement (including any amendments), Superintendent shall notify in writing each member of Board of the provisions of Education Code section 35031 and the fact that this Agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration.
16. **Modification** – This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.
17. **Entire Agreement** – This Agreement constitutes the entire Agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, conditions are deemed merged into this Agreement.
18. **Construction of Language** – The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either party.

19. **Successors and Assigns** – Both parties hereby agree and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

This Agreement is executed at Pacific Grove, California.

Ralph Gómez Porras, Ed.D.
Superintendent

Board President
PGUSD Board of Education

Date

Date

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SUPERINTENDENT CONTRACT

This Agreement is made on this 17 day of June, 2021, by and between the Governing Board ("Board") of Pacific Grove Unified School District and Dr. Ralph Gómez Porras.

1. **Term** – This Employment Agreement ("Agreement") is made and entered into for the term commencing July 1, 2021 through June 30, 2024 by and between the Pacific Grove Unified School District, a public agency of the State of California ("District"), and Ralph Gómez Porras, an individual (referred to herein as "Superintendent").
2. **Salary** – Board agrees to pay Superintendent an annual compensation of \$248,459.48 payable in twelve (12) equal monthly installments retroactive to July 1, 2020 through June 30, 2021. Beginning July 1, 2021, the Board agrees to pay the Superintendent an annual compensation of \$248,459.48. The July 1, 2021 salary shall remain the same through the remaining term of this contract unless otherwise adjusted by the Board. Additionally, the Board agrees to pay Superintendent a one-time payment of \$2,500 retroactive July 1, 2020 through June 30, 2021.

The Superintendent shall receive longevity increments in base salary beginning the first day of the fifth (5th), seventh (7th) and eleventh (11th) contractual work years, effective July 1, 2011. The increments shall be 2.5 % of base salary, as is available to all management personnel.

Board reserves the right to increase salary and/or benefits for any period of this Agreement. Board may deduct or withhold from Superintendent's salary any and all sums required for federal income taxes and all applicable federal, state, or local taxes and withholdings, including, if applicable, contributions to STRS, which are now applicable or become applicable in the future.

Superintendent shall receive, on an annual basis, a doctoral stipend of \$1,800.

Unless Superintendent and District mutually agree to a different amount for an annual increase to the Superintendent's salary, the Superintendent's salary may, at the discretion of the Governing Board, be increased each year by the same percentage increase or one time payment, if any, received by District's certificated bargaining unit.

3. **Workdays** – Superintendent shall work 225 days during each year (July 1st – June 30th). Days in excess of 225 should only be worked with prior agreement of Board or Board President. If excess workdays are performed, they shall be paid at per diem rate.
4. **Chief Administrative Official** – Board hereby employs Superintendent as the Superintendent of District, and Superintendent accepts employment as the Superintendent of District. In said capacity, Superintendent shall perform all services, acts, or things, necessary or advisable, to manage and conduct the business of District. Without limiting the foregoing, the Superintendent (or Superintendent's designee) shall perform the following duties:

Superintendent shall serve as the Chief Administrative Official of District, including administration of District's instructional program, business affairs, personnel services, and property management functions with the assistance of staff personnel. Superintendent shall have primary responsibility for the selection, assignment, transfer, dismissal, promotion and demotion of personnel subject to the approval of Board.

Superintendent shall review all policies under consideration by Board and make appropriate recommendations to Board.

Superintendent shall endeavor to maintain and improve Superintendent's professional competence by a variety of means, including, without implied limitation, subscription to and reading of appropriate periodicals, and joining and participating in appropriate professional associations and their activities.

Superintendent and members of Board shall keep each other apprised of criticisms and/or complaints regarding District operations or personnel, with the understanding that individual members will discuss these issues with Superintendent prior to public review.

Superintendent shall be provided with such facilities, equipment, supplies, and clerical assistance as appropriate to Superintendent's position and necessary for the adequate performance of Superintendent's duties.

5. **Evaluation** – Board shall discuss its working relationship with Superintendent and his job performance on an as-needed basis at regular or special meetings. At least once a year, a portion of the meeting shall be devoted to (a) formal criteria to be used to evaluate Superintendent, (b) oral and written evaluation of Superintendent's performance, (c) review of Superintendent's salary and benefits, and (d) discussion of goals and objectives for the succeeding year.

After reviewing the performance of Superintendent, based upon the agreed upon goals and objectives established for the school year, Board shall notify Superintendent in writing whether Superintendent has performed, in Board's judgment, satisfactorily or unsatisfactorily.

If Board concludes that Superintendent's performance is unsatisfactory, Board shall identify in writing specific areas where improvement is required, provide written recommendations for improvement, and notify Superintendent that another evaluation will be conducted within six months. Such written recommendations and specifications for improvement shall be provided within thirty (30) days of the date of the evaluation.

Failure of Board to conduct an evaluation under this section shall not prevent Board from acting to terminate the employment of Superintendent if Board determines, in its discretion, that such action is warranted.

6. **Devotion of Professional Services** – Superintendent shall give his exclusive professional services to District during the period of time such services are to be rendered except as otherwise provided in this Contract. However, Superintendent may undertake consultative professional work, engage in speaking for hire, write, lecture or engage in other professional undertakings, provided such activities do not, in the exclusive judgment of Board, tend to impair the effectiveness of Superintendent. Superintendent may retain any income, which may be derived therefrom.
7. **Health and Welfare Benefits; Holidays; and Sick Leave** – Superintendent shall be entitled to those benefits and paid holidays accorded to management personnel of District.

In addition, Superintendent shall be entitled to twelve (12) sick leave days per fiscal year or pro rata amount thereof based upon the accrual of one sick leave day for each full calendar month of service. Superintendent shall also be entitled to accumulate unused sick leave from year to year without limitation. Upon termination of this Agreement, Superintendent shall not be entitled to compensation for any unused sick leave.

Should Superintendent retire from District after fifteen (15) years of service, District agrees that it shall pay all premium costs for all such health, vision and dental insurance plans for Superintendent and his spouse until age sixty-five (65) or Medicare eligibility, whichever comes first. Upon reaching age 65 or enrollment in Medicare, whichever comes first, the District shall pay the premium costs for Medicare supplement insurance under the plans offered by a District recommended insurance broker and which match type of coverage offered under the existing plan at the time of leaving the District, as those plans may change from time to time.

Should Superintendent continue to be eligible for District provided health insurance benefits after Superintendent is no longer employed by District, and if Superintendent has moved from the geographical area where District's then current health insurance providers offer coverage, Superintendent may obtain alternative coverage and the District shall pay all premium costs up to the amount of the District's contribution toward health and welfare benefits for members of the certificated bargaining unit for the employee plus one dependent, as that amount may change from time to time.

8. **Transportation and Expenses** – Superintendent shall receive \$300 per month to use for the purpose of maintaining an automobile to be used by Superintendent in connection with the services required of Superintendent under this Agreement.

Superintendent shall be reimbursed for all travel and for all necessary non-travel expenses as provided in applicable District policies, rules and regulations. Such reimbursement shall include dues and other expenses associated with membership in a service club to be selected by Superintendent. District shall also pay on behalf of Superintendent expenses incurred in attendance for regional, state or national conferences, seminars, hearings or meetings which are devoted to matters that in Superintendent's judgment relate to the benefit and welfare of the District. District shall also pay Superintendent's expenses and dues for membership in professional organizations including the Association of California School Administrators (ACSA), the Association for Supervision and Curriculum Development (ASCD), and such other professional associations in which Superintendent may participate.

Superintendent is required to have a cell phone and shall be compensated at the rate of \$65 per month.

9. **Termination** – This Agreement may be terminated prior to its expiration date on any of the following basis:
 - A. Superintendent may terminate Superintendent's obligations under this Agreement by giving the District at least thirty (30) days written notice in advance.
 - B. Board may elect not to renew this Agreement upon its expiration by providing written notice to Superintendent in accordance with Education Code section 35031 (currently 45 days prior notice) or other applicable provisions of law.
 - C. By mutual agreement of both parties at any time.
 - D. For cause, if Board determines that Superintendent has materially breached a term of this Agreement or has neglected to perform his/her duties under it. Prior to exercising this option, Board shall give Superintendent written notice of its intention with a statement of the specific acts and/or omissions that give rise to the proposed action.

No action shall be taken on a proposed termination for cause until Superintendent has had an opportunity to meet with Board to be heard by way of explanation and/or defense. Superintendent may be represented, at his/her expense, by counsel at the meeting.

Any decision to terminate for cause shall be effective upon the date determined by Board.

- E. At the sole discretion of Board upon a determination that it is in the best interest of the District to obtain a new Chief Administrative Officer, the Board shall have the option to unilaterally terminate this Agreement upon the provision of written notice to the Superintendent. Prior to exercising this option, Board shall give Superintendent an opportunity to meet with Board to discuss its intentions. However, no cause need be alleged or demonstrated other than Board's determination that such action is in the best interest of the District.

In the event Board exercises this option, Superintendent agrees to relinquish/waive any and all claims and/or legal actions against the District, including but not limited to any claims/actions under this Agreement, in exchange for an amount calculated by multiplying the number of months remaining on this Agreement by Superintendent's monthly salary (see Section 2), at the time of Board's decision. However, in no event shall the amount paid to Superintendent exceed an amount equivalent to twelve (12) months' salary.

- 10. **Indemnity** – In accordance with the provisions of Government Code §825 and §995, District shall defend Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within the scope of employment. Unless there is a finding of criminal action, actual fraud, corruption or actual malice, District shall hold harmless and indemnify Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against Superintendent in Superintendent's individual capacity or Superintendent's official capacity as an agent and employee of District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this Agreement and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement.
- 11. **Governing Laws/Severance** – This Agreement shall be construed in accordance with and governed by the laws of the State of California. Should any provision of this Agreement be found invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall nevertheless remain in full force and effect.
- 12. **Limitation on Cash Settlement Upon Termination** – Pursuant to the provisions of Government Code section 53260:
 - A. In the event of termination of this Agreement for any reason, no cash settlement may be made in an amount which exceeds the salary remaining under the Agreement, or salary for 12 months, whichever is less.

- B. Notwithstanding the foregoing provisions of subsection A above, if Board, including an administrator appointed by the Superintendent of Public Instruction, terminates this Agreement, Board may not provide any cash or noncash settlement with Superintendent if Board believes, and subsequently confirms, pursuant to an independent audit, that Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

13. **Non-cash Benefits Upon Termination** – Pursuant to provisions of Government Code section 53261, in the event of termination of this Agreement for any reason, no non-cash benefit may be conferred in settlement except for employer-paid health benefits which may be provided for a period not to exceed the monthly period by which any cash settlement is measured. In any event, employer-paid health benefits shall be discontinued if and when Superintendent obtains other employment before the measuring period has expired.

The foregoing provisions are a statutory limitation on the legal rights and authority of the parties and are not intended as a settlement commitment or guarantee by either party.

14. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by Superintendent if Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if District funds the criminal defense of Superintendent against charges involving abuse of office or position and Superintendent is then convicted of such charges, Superintendent shall fully reimburse the District all funds expended for Superintendent's criminal defense. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, waste, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.
15. **Notification of Renewal** – Not later than 90 days prior to the termination date of this Agreement (including any amendments), Superintendent shall notify in writing each member of Board of the provisions of Education Code section 35031 and the fact that this Agreement is automatically renewed for a term of the same length as the one completed, under the same terms and conditions and with the same compensation, unless Board gives written notice of nonrenewal to Superintendent at least 45 days prior to its expiration.
16. **Modification** – This Agreement cannot be changed or supplemented orally, and may be modified or superseded only by a written instrument executed by both parties.
17. **Entire Agreement** – This Agreement constitutes the entire Agreement and understanding between the parties. There are no other oral understandings, terms, or conditions, and neither party has relied upon any representation, express or implied, not contained in this Agreement. All prior understandings, terms, conditions are deemed merged into this Agreement.
18. **Construction of Language** – The language in all parts of this Agreement shall be construed simply, according to its fair meaning and not strictly for or against either party.

19. **Successors and Assigns** – Both parties hereby agree and represent that this Agreement shall bind and benefit their heirs, successors, assigns, and each of them, and that each party has full power and authority to execute this Agreement.

This Agreement is executed at Pacific Grove, California.

Ralph Gómez Porras, Ed.D.
Superintendent

Board President
PGUSD Board of Education

Date

Date

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

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

SUBJECT: District Update on Response to COVID-19

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive information regarding District response to COVID-19, and provide direction to Administration.

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Adoption of the District General Fund Budget and All Other Funds for Fiscal Year 2021-22

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review and adopt the District General Fund Budget and all other Funds for fiscal year 2021-22.

BACKGROUND:

Per Education Code 42127, school districts are required to adopt their budgets prior to July 1 of each fiscal year for the next fiscal year. With the introduction of the Local Control Accountability Plan (LCAP), Governing Boards must hold at least one public hearing prior to adoption of the District's LCAP and Adopted Budget. Per Education Code 52062, this public hearing must take place in advance of, and at a meeting separate from, the Board meeting to adopt the LCAP and the District's Adopted Budget.

The Pacific Grove USD Adopted Budget is a reflection of the education programs of the District expressed in terms of the allocation of financial resources. The General Fund Adopted Budget includes anticipated revenues and the distribution of those revenues among educational programs and support services. Assumptions are developed to ensure that the final budget documents, General Fund and Other Funds, are a complete and accurate reflection of the intent of the Board.

INFORMATION:

The attached budget documents include the most recent set of assumptions regarding enrollment, State Teacher Retirement System (STRS) and Public Employees Retirement System (PERS) employer contribution rates, property tax revenue, state categoricals, site allocations, and other pertinent factors that were used in preparing the final 2021-22 Adopted Budget.

Below are some key components of the 2021-22 Adopted Budget:

- 1) Enrollment: District enrollment is projected at 1,928 students, an increase of 6 students from 2020-21.
- 2) STRS and PERS employer contribution rates:
 - a. The CalSTRS Board is set to exercise its new rate-setting authority in an action at its June 2021 meeting. Unfortunately, that will not provide enough time for local education agencies (LEAs) to make budget adjustments for the new fiscal year. Therefore, we are applying the rate recommended by the actuary: **16.92%**. The rate of 16.92% would be the net value of the

- employer contribution rate when applying the state subsidy of 2.18% to the employer contribution rate likely adopted by CalSTRS of 19.10%. This is an increase compared to both the current year rate of 16.15% and against what LEAs are currently expecting in 2021-22 at 15.92%
- b. CalPERS employer contribution rate that has been included in the budget is **22.91%**. This is an increase from the current year rate of 20.7%, but less than the estimated 23.0% contribution rate for 2021-22.
- 3) Property Tax Revenue: Property tax revenue for 2021-22 is projected to increase by **4.15%** over the 2020-21 Second Interim projections. This represents an increase of \$1,214,076 to \$30,468,899
 - The 2020-21 Second Interim property tax **projections** were \$29,254,823; the April 2021 receipts came in lower than projected by \$125,989
 - 4) Categorical Funding: All of the state categorical were combined into one LCFF line item since 2013-14, which was then reduced by the Fair Share deduction. The District's share has been a constant \$2,505,456 over the years.
 - 5) Site Allocations: the pupil rate stays at \$140, the same rate since 2017-18. Preliminary distribution is at 97% of the projected enrollment data and will be adjusted to reflect actual CBEDs in October.
 - 6) General Fund: Operating surplus is projected at \$1,083,898 while the Unrestricted Reserve level is projected at 17.0%. At the 2020-21 Second Interim, the projection was 16.9% for the Reserve.
 - 7) One time funds: no Coronavirus Aid, Relief and Economic Security Act (CAREs), Elementary & Secondary School Emergency Relief (ESSER) funds, or AB 86 funds are included in the 2021-22 Adopted Budget. Any unspent funds will be carried forward into 2021-22 after the books are closed in 2020-21.
 - 8) Salaries and Benefits: Salary negotiations with the following bargaining groups are still ongoing and have **not** been incorporated into the Adopted Budget:
 - Pacific Grove Teachers Association (PG TA)
 - California School Employees Association (CSEA)
 - 9) Other Funds for 2021-22:
 - a) Adult Education Fund – Projected Fund Balance is \$1,517,860
 - b) Child Development Fund – Projected Fund Balance is \$283
 - c) Cafeteria Fund – Projected Fund Balance is \$50,544
 - d) Deferred Maintenance Fund – Projected Fund Balance is \$202,008
 - e) Postemployment Benefits Fund – Projected Fund Balance is \$6,257
 - f) Building Fund (Education Technology) – Projected Fund Balance is \$1,144,847
 - g) Capital Outlay Projects Fund – Projected Fund Balance is \$433,424

Per Education Code Sections 42127(a)(2)(C) and 42127(c)(4), the District is required to complete a "Statement of Reasons for Excess Reserves" as part of the Adopted Budget documents. Although a school district reserve cap is not currently in effect, a provision of the law relating to reserves was implemented commencing with the 2015-16 fiscal year and continues to be in effect for budgets adopted each fiscal year thereafter.

If the combined amounts in the Components of Ending Fund Balance exceed the District's minimum reserve requirement of 3%, the District is required to present at the public hearing and Adoption Budget a statement of reasons for excess reserve.

FISCAL IMPACT:

Fiscal impact for each fund is contained within the Fund Balances.



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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

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Assistant Superintendent

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PUBLIC HEARING NOTICE

Pursuant to California Education Code § 42127 and § 42103, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, June 3, 2021 regarding

ADOPTION OF THE 2021-22 BUDGET & LOCAL CONTROL ACCOUNTABILITY PLAN

The hearing will be held during the regular Board meeting which begins at 6:30 p.m. via Zoom (please visit our website at www.pgusd.org to find the Zoom link located on the front page announcements).

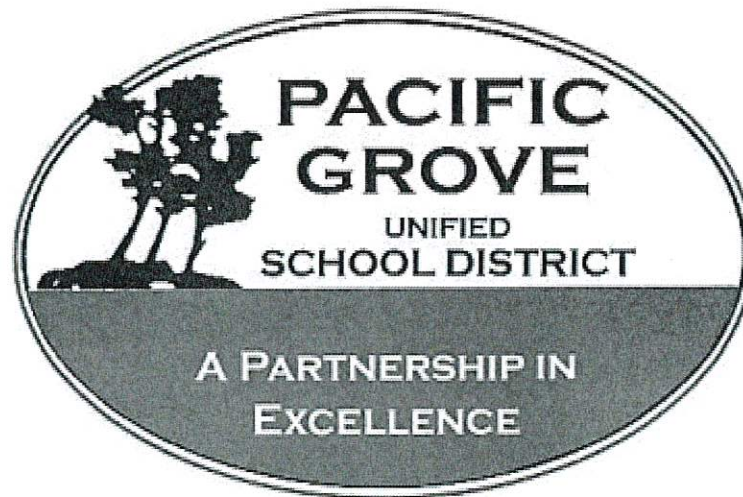
Copies of the Budget and Local Control Accountability Plan will be available for public viewing beginning May 28, 2021 through June 3, 2021 at the District Office. For more information, please contact Ralph Porras, Superintendent at 646-6520.

Posted: May 20, 2021

Pacific Grove Unified School District

District Budget

2021-22



June 3, 2021

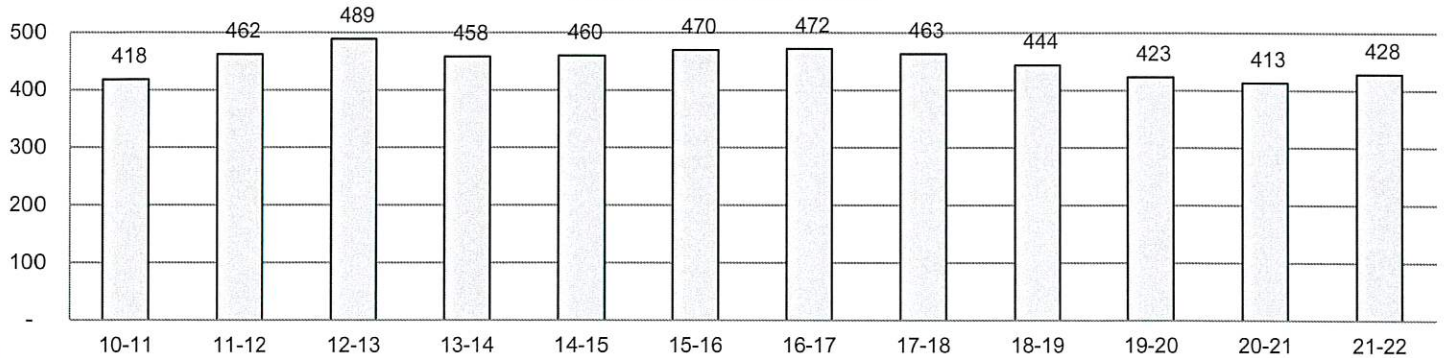
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Pacific Grove Unified School District

Enrollment - CBEDS

	2014-15 actual		2015-16 actual		2016-17 actual		2017-18 actual		2018-19 actual		2019-20 actual		2020-21 actual		2021-22 estimate	
	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%
Forest Grove																
TK	27		26		28		27		26		25		17		25	
K	78		78		85		65		65		68		59		68	
1	64	0.0%	82	5.1%	73	-6.4%	86	1.2%	58	-10.8%	62	-4.6%	66	-2.9%	59	0.0%
2	69	1.5%	66	3.1%	80	-2.4%	66	-9.6%	89	3.5%	60	3.4%	66	6.5%	66	0.0%
3	69	-2.8%	70	1.4%	72	9.1%	77	-3.8%	63	-4.5%	84	-5.6%	61	1.7%	66	0.0%
4	75	11.9%	71	2.9%	68	-2.9%	76	5.6%	73	-5.2%	55	-12.7%	83	-1.2%	61	0.0%
5	78	-12.4%	77	2.7%	66	-7.0%	66	-2.9%	70	-7.9%	69	-5.5%	61	10.9%	83	0.0%
Total	460		470		472		463		444		423		413		428	
change	2	0.4%	10	2.2%	2	0.4%	(9)	-1.9%	(19)	-4.1%	(21)	-4.7%	(10)	-2.4%	15	3.6%

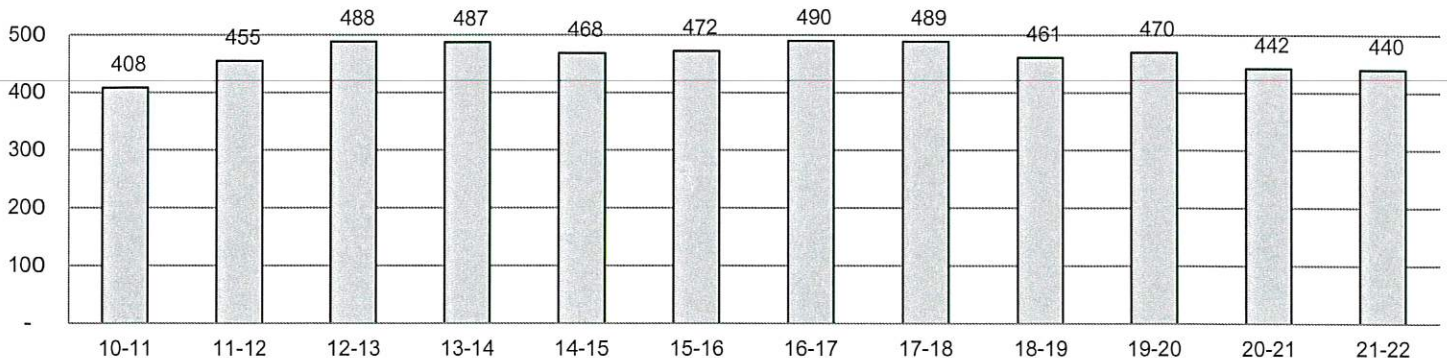
Forest Grove Enrollment



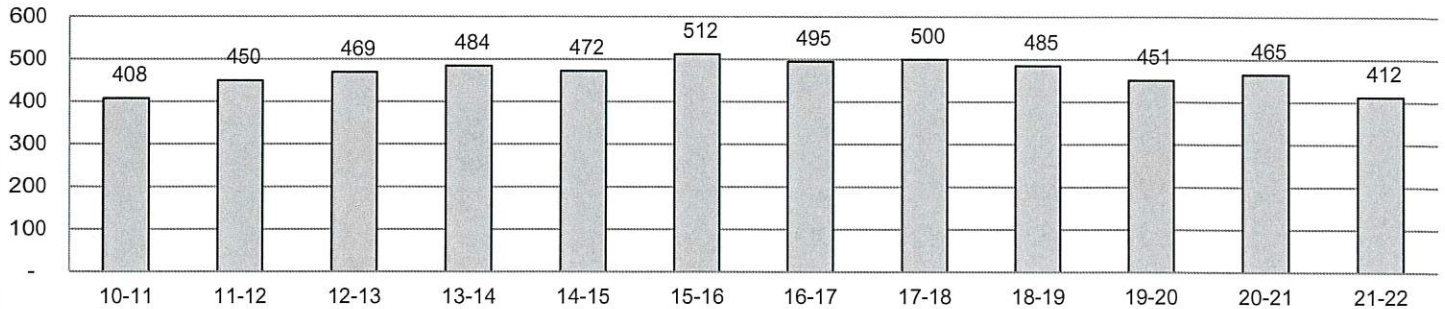
Robert Down

K	76		68		87		76		81		66		61		65	
1	72	2.9%	83	9.2%	78	14.7%	90	3.4%	73	-3.9%	86	6.2%	72	9.1%	61	0.0%
2	79	-13.2%	79	9.7%	78	-6.0%	81	3.8%	88	-2.2%	74	1.4%	88	2.3%	72	0.0%
3	85	-5.6%	87	10.1%	73	-7.6%	76	-2.6%	76	-6.2%	92	4.5%	75	1.4%	88	0.0%
4	72	0.0%	86	1.2%	93	6.9%	73	0.0%	79	3.9%	73	-3.9%	79	-14.1%	75	0.0%
5	84	-3.4%	69	-4.2%	81	-5.8%	93	0.0%	64	-12.3%	79	0.0%	67	-8.2%	79	0.0%
Total	468		472		490		489		461		470		442		440	
change	(19)	-3.9%	4	0.9%	18	3.8%	(1)	-0.2%	(28)	-5.7%	9	2.0%	(28)	-6.0%	(2)	-0.5%

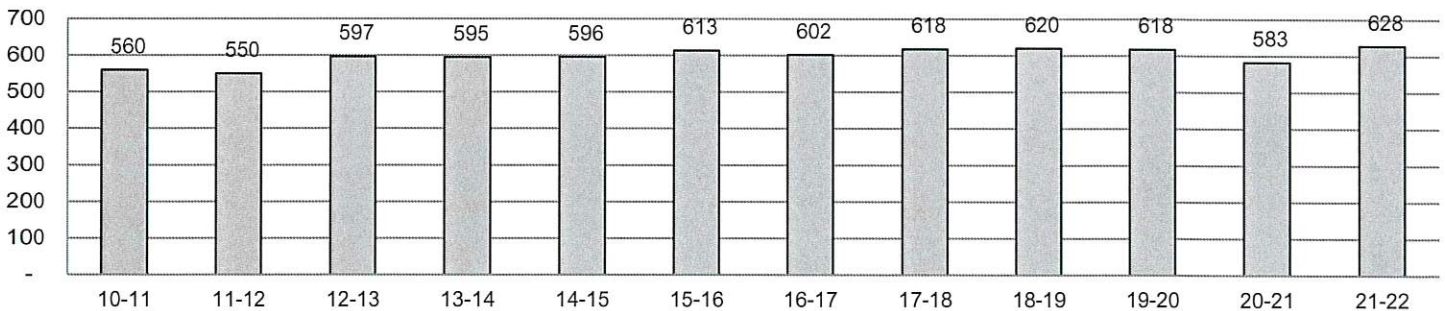
Robert Down Enrollment



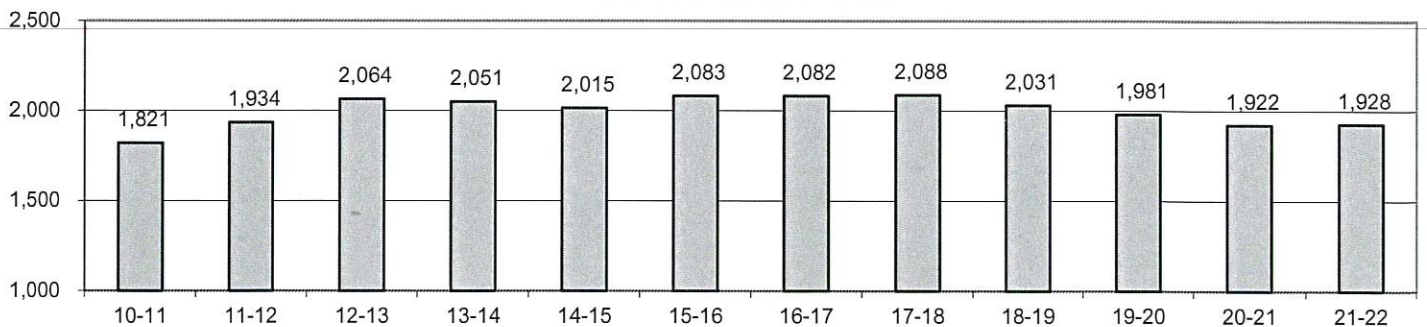
	2014-15		2015-16		2016-17		2017-18		2018-19		2019-20		2020-21		2021-22	
	actual		actual		actual		actual		actual		actual		actual		estimate	
	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%	CBEDS	%
Middle School																
6	153	-0.6%	188	16.0%	151	3.4%	155	5.4%	174	9.4%	131	-2.2%	151	2.0%	128	0.0%
7	163	-6.3%	164	7.2%	186	-1.1%	161	6.6%	144	-7.1%	180	3.4%	133	1.5%	151	0.0%
8	156	-3.7%	160	-1.8%	158	-3.7%	184	-1.1%	167	3.7%	140	-2.8%	181	0.6%	133	0.0%
Total	472	-2.5%	512	8.5%	495	-3.3%	500	1.0%	485	-3.0%	451	-7.0%	465	3.1%	412	-11.4%
change	(12)	-2.5%	40	8.5%	(17)	-3.3%	5	1.0%	(15)	-3.0%	(34)	-7.0%	14	3.1%	(53)	-11.4%

Middle School Enrollment**High School**

9	160	8.1%	164	5.1%	170	6.3%	169	7.0%	184	0.0%	168	0.6%	136	-2.9%	181	0.0%
10	151	-1.3%	155	-3.1%	152	-7.3%	170	0.0%	150	-11.2%	171	-7.1%	157	-6.5%	136	0.0%
11	151	-9.6%	147	-2.6%	138	-11.0%	144	-5.3%	148	-12.9%	138	-8.0%	154	-9.9%	157	0.0%
12	134	-4.3%	147	-2.6%	142	-3.4%	135	-2.2%	138	-4.2%	141	-4.7%	136	-1.4%	154	0.0%
Total	596		613		602		618		620		618		583		628	
change	1	0.2%	17	2.9%	(11)	-1.8%	16	2.7%	2	0.3%	(2)	-0.3%	(35)	-5.7%	45	7.7%

High School Enrollment

CHS	19	16	23	18	21	19	19	20
District	2,015	2,083	2,082	2,088	2,031	1,981	1,922	1,928
change	(36)	-1.8%	68	3.4%	(1)	0.0%	6	0.3%

Total District Enrollment

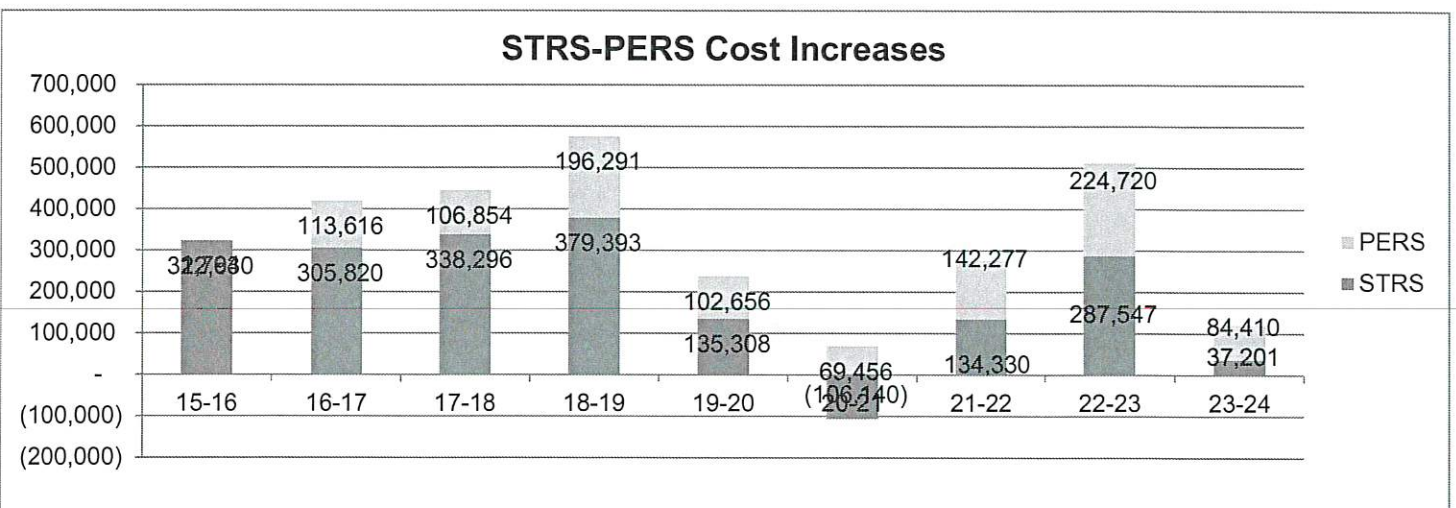
Pacific Grove Unified School District

STRS-PERS Cost Increases

STRS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Old Rate	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%	8.25%
Cert Payroll	14,068,329	15,120,421	16,068,126	17,090,953	17,036,292	17,741,410	17,715,125	17,965,007	18,331,521
Cost	1,160,637	1,247,435	1,325,620	1,410,004	1,405,494	1,463,666	1,461,498	1,482,113	1,512,350
New Rate	10.73%	12.58%	14.43%	16.28%	17.10%	16.15%	16.92%	18.40%	18.40%
Cert Payroll	14,068,329	15,120,421	16,068,126	17,090,953	17,036,292	17,741,410	17,715,125	17,965,007	18,331,521
Cost	1,509,532	1,902,149	2,318,631	2,782,407	2,913,206	2,865,238	2,997,399	3,305,561	3,373,000
Addtl Cost	348,895	654,714	993,010	1,372,404	1,507,712	1,401,571	1,535,901	1,823,448	1,860,649
compared to old rate									
Addtl Cost	322,630	305,820	338,296	379,393	135,308	(106,140)	134,330	287,547	37,201
compared to prior year									

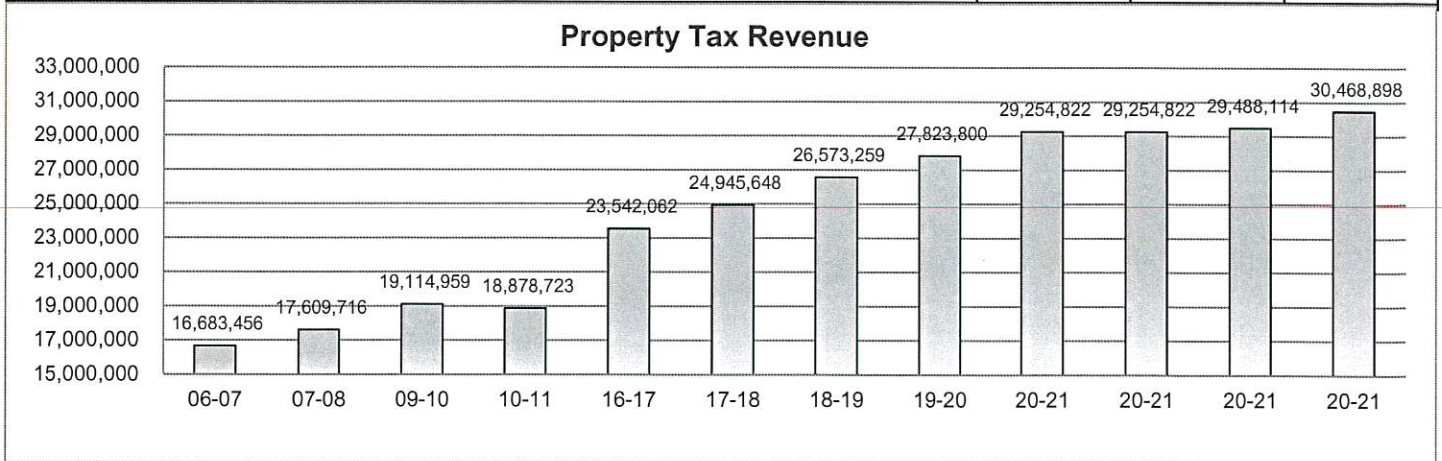
PERS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Old Rate	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%	11.44%
Class Payroll	5,060,143	5,478,317	5,892,951	6,605,049	6,521,442	6,582,045	6,554,260	6,660,951	6,774,631
Cost	578,982	626,829	674,271	755,750	746,183	753,118	749,938	762,146	775,153
New Rate	11.85%	13.89%	15.53%	18.062%	19.721%	20.700%	22.910%	26.100%	27.100%
Class Payroll	5,060,143	5,478,317	5,892,951	6,605,049	6,521,442	6,582,045	6,554,260	6,660,951	6,774,631
Cost	599,475	760,938	915,234	1,193,004	1,286,094	1,362,483	1,501,581	1,738,508	1,835,925
(these rates were adopted by Cal-PERS on 4-17-18)									
Addtl Cost	20,494	134,109	240,963	437,254	539,910	609,366	751,643	976,362	1,060,772
compared to old rate									
Addtl Cost	1,794	113,616	106,854	196,291	102,656	69,456	142,277	224,720	84,410
compared to prior year									

STRS-PERS	15-16	16-17	17-18	18-19	19-20	20-21	21-22	22-23	23-24
Combined	369,388	788,823	1,233,973	1,809,658	2,047,622	2,010,937	2,287,544	2,799,810	2,921,421
Compared to old rate									
Combined	324,423	419,435	445,150	575,685	237,964	(36,685)	276,607	512,267	121,611
compared to prior year									



Property Tax Revenue

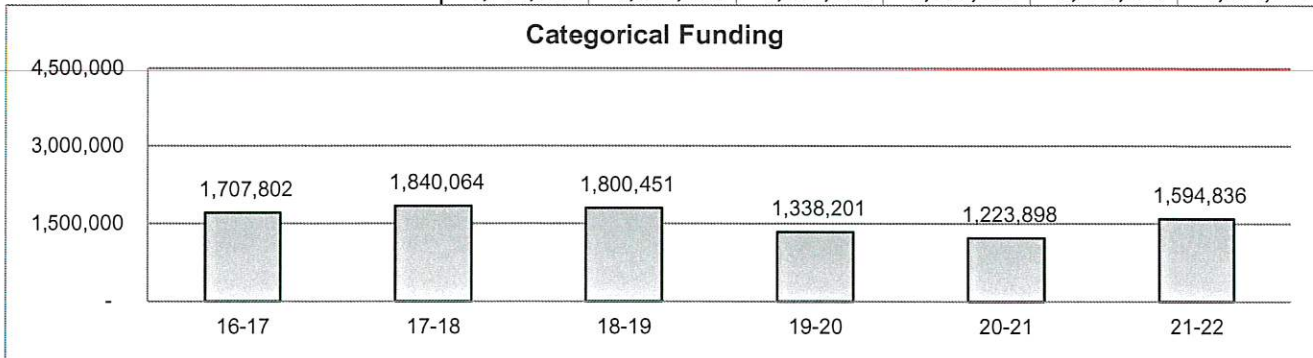
	5.90%	5.96%	6.52%	3.88%	4.00%	5.14%	5.14%	4.15%
	2016-17	2017-18	2018-19	2019-20	2020-21	2020-21	2020-21	2021-22
	actual	actual	actual	actual	Revised Bdgt	Second Int	Est/actuals	Estimate
July	-	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-	-
September	49,319	56,920	81,929	91,507	95,167	95,167	109,662	99,117
Year-to-Date	49,319	56,920	81,929	91,507	95,167	95,167	109,662	99,117
October	792,168	818,005	-	-	-	-	-	-
Year-to-Date	841,486	874,925	81,929	-	95,167	95,167	109,662	99,117
November	42,682	46,407	943,522	1,012,590	1,053,094	1,053,094	1,025,732	1,096,797
Year-to-Date	884,168	921,332	1,025,451	1,104,097	1,148,261	1,148,261	1,135,394	1,195,914
December	12,688,993	13,648,659	13,591,740	14,644,626	15,212,320	15,212,320	15,891,982	15,843,632
Year-to-Date	13,573,161	14,569,991	14,617,191	15,748,723	16,360,581	16,360,581	17,027,376	17,039,545
percent change	8.35%	7.34%	0.32%	7.74%	3.89%	0.00%	4.08%	4.15%
January	307,376	755,156	880,650	645,269	671,080	671,080	280,379	698,930
Year-to-Date	13,880,538	15,325,147	15,497,841	16,393,992	17,031,661	17,031,661	17,307,755	17,738,475
percent change	6.32%	10.41%	1.13%	5.78%	3.89%	0.00%	1.62%	4.15%
February	601,451	1,459,505	719,652	726,703	755,771	755,771	657,961	787,135
Year-to-Date	14,481,989	16,784,652	16,217,492	17,120,695	17,787,432	17,787,432	17,965,716	18,525,610
percent change	6.40%	15.90%	-3.38%	5.57%	3.89%	0.00%	1.00%	4.15%
March	502,464	5,135	560,829	635,096	635,743	635,743	866,946	662,126
Year-to-Date	14,984,452	16,789,787	16,778,321	17,755,791	18,423,175	18,423,175	18,832,662	19,187,736
percent change	6.05%	12.05%	-0.07%	5.83%	3.76%	0.00%	2.22%	4.15%
April	8,041,076	7,665,157	9,268,101	9,353,536	10,234,438	10,234,438	10,108,449	10,659,167
Year-to-Date	23,025,529	24,454,944	26,046,422	27,109,326	28,657,613	28,657,613	28,941,111	29,846,904
percent change	5.80%	6.21%	6.51%	4.08%	5.71%	0.00%	0.99%	4.15%
May	83,677	72,178	102,453	62,709	116,139	116,139	65,932	120,959
Year-to-Date	23,109,205	24,527,122	26,148,876	27,172,035	28,773,752	28,773,752	29,007,043	29,967,862
percent change	5.91%	6.14%	6.61%	3.91%	5.89%	0.00%	0.81%	4.15%
June	432,856	418,526	424,383	651,765	481,071	481,070	481,071	501,035
Year-to-Date	23,542,062	24,945,648	26,573,259	27,823,800	29,254,822	29,254,822	29,488,114	30,468,898
percent change	5.90%	5.96%	6.52%	4.71%	5.14%	0.00%	0.80%	4.15%
Total	23,542,062	24,945,648	26,573,259	27,823,800	29,254,822	29,254,822	29,488,114	30,468,898
Inc (Dec)	1,310,658	1,403,586	1,627,611	1,250,541	1,431,022	(0)	233,291	1,214,075
percent change	5.90%	5.96%	6.52%	4.71%	5.14%	0.00%	0.80%	4.15%



Pacific Grove Unified School District

Categoricals

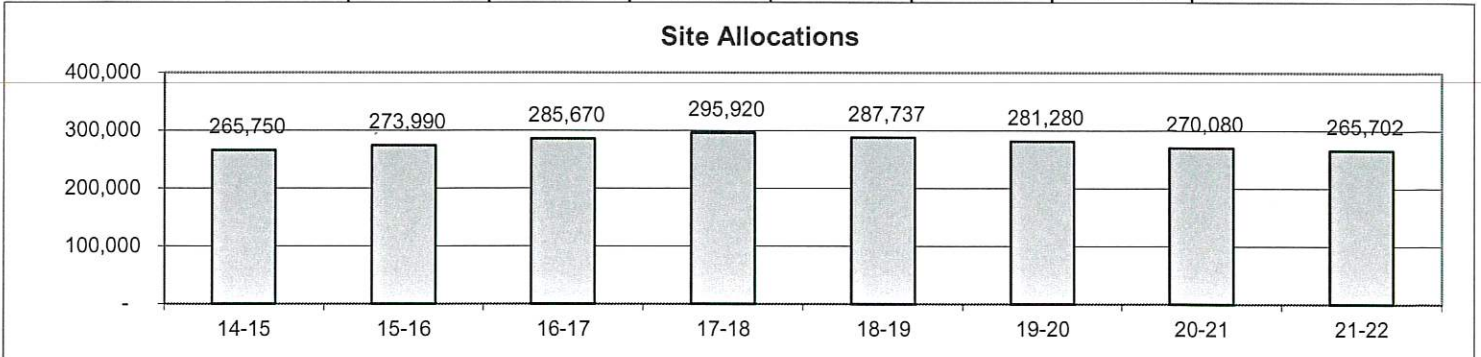
Title	Obj-Res	2016-17	2017-18	2018-19	2019-20	2020-21	2021-22
1 Special Ed/ Mental health	8181-3310	341,069	395,383	382,284	377,224	379,110	381,006
2 MAA	8290-0000	16,518	150,579	51,500	50,000	50,000	50,000
3 Title I	8290-3010	128,253	162,825	124,888	126,137	128,394	164,859
4 VEA	8290-3550	21,511	21,112	21,510	21,246	27,312	27,312
5 ESSER - covid 19	8290-3710	-	-	-	-	-	168,059
5 Title II Teacher Quality	8290-4035	53,221	33,429	31,476	31,791	32,839	40,531
6 Title II Principal Training	8290-4036	-	-	-	-	-	-
7 Title III Limited English	8290-4201	19,473	22,150	36,983	10,000	10,000	10,000
8 EIA	8311-7090	-	-	-	-	-	-
9 Transportation	8311-7230	-	-	-	-	-	-
10 Mandated Costs	8550-0000	445,293	293,305	443,730	79,086	79,086	78,833
11 Lottery - Rest	8560-6300	102,785	124,776	108,650	102,816	103,032	91,580
12 Lottery - Unrest	8560-1100	310,578	324,015	309,550	291,312	291,924	274,740
13 Oth State Rev/Medi Cal			54,619	30,909	31,218	31,530	-
14 Fair Share	8590-0000	-	-	-	-	-	-
15 MENTAL HTL - SPEC	8590-6512	81,163	38,671	38,671	38,671	38,671	-
16 School Counselor	8590-0080	-	-	-	-	-	-
17 CSR 9-12	8590-0120	-	-	-	-	-	-
18 K-3 Class Size Reductio	8590-0130	-	-	-	-	-	-
19 GATE	8590-0140	-	-	-	-	-	-
20 Instructional Materials	8590-0156	-	-	-	-	-	-
21 PAR	8590-0271	-	-	-	-	-	-
23 Math and Reading	8590-0294	-	-	-	-	-	-
24 Math and Reading	8590-0296	-	-	-	-	-	-
25 Adminstrator Training	8590-0325	-	-	-	-	-	-
26 ROP (CTE)	8590-0350	-	112,373	87,772	178,700	52,000	59,000
27 Adult Education	8590-0390	-	-	-	-	-	-
28 Prof Development	8590-0393	-	-	-	-	-	-
29 TIIG	8590-0394	-	-	-	-	-	-
30 SIP	8590-0395	-	-	-	-	-	-
31 School Safety	8590-0405	-	-	-	-	-	-
32 Pupil Retention	8590-0739	-	-	-	-	-	-
33 CAHSEE	8590-0755	-	-	-	-	-	-
34 Art and Music Grant	8590-0760	-	-	-	-	-	-
35 Prop 39 Energy Efficiency	8590-6230	111,244	105,886	15,943	-	-	-
36 TUPE	8590-6690	1,694	941	-	-	-	-
37 Common Core	8590-7405	75,000	-	116,585	-	-	248,916
Total		1,707,802	1,840,064	1,800,451	1,338,201	1,223,898	1,594,836



Pacific Grove Unified School District

Site Allocations

	2014-15 actual	2015-16 actual	2016-17 actual	2017-18 actual	2018-19 actual	2019-20 actual	2020-21 actual	2021-22 budget
Forest Grove								
Enrollment (97% of estimate)	411	428	458	449	448	437	423	415
Allocation per Student	\$ 130.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
Initial Allocation	\$ 53,380	\$ 55,575	\$ 61,830	\$ 62,875	\$ 62,740	\$ 61,180	\$ 59,220	\$ 58,122
Enrollment (actual CBEDS)	460	470	472	463	448	422	393	415
Final Allocation	\$ 59,800	\$ 61,100	\$ 63,720	\$ 64,820	\$ 62,740	\$ 59,080	\$ 55,020	\$ 58,122
Increase (Decrease)	\$ 6,420	\$ 5,525	\$ 1,890	\$ 1,945	\$ -	\$ (2,100)	\$ (4,200)	\$ -
Robert Down								
Enrollment (97% of estimate)	437	447	458	474	458	462	451	427
Allocation per Student	\$ 130.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
Initial Allocation	\$ 56,830	\$ 58,045	\$ 61,830	\$ 66,406	\$ 64,098	\$ 64,680	\$ 63,140	\$ 59,752
Enrollment (actual CBEDS)	468	472	490	489	458	472	443	427
Final Allocation	\$ 60,840	\$ 61,360	\$ 66,150	\$ 68,460	\$ 64,098	\$ 66,080	\$ 62,020	\$ 59,752
Increase (Decrease)	\$ 4,011	\$ 3,315	\$ 4,320	\$ 2,054	\$ -	\$ 1,400	\$ (1,120)	\$ -
Middle School								
Enrollment (97% of estimate)	452	454	496	485	461	440	459	400
Allocation per Student	\$ 130.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
Initial Allocation	\$ 58,788	\$ 59,033	\$ 66,960	\$ 67,900	\$ 64,540	\$ 61,600	\$ 64,260	\$ 55,950
Enrollment (actual CBEDS)	472	512	495	500	461	451	464	400
Final Allocation	\$ 61,360	\$ 66,560	\$ 66,825	\$ 70,000	\$ 64,540	\$ 63,140	\$ 64,960	\$ 55,950
Increase (Decrease)	\$ 2,572	\$ 7,527	\$ (135)	\$ 2,100	\$ -	\$ 1,540	\$ 700	\$ -
High School								
Enrollment (97% of estimate)	527	561	591	599	647	633	615	609
Allocation per Student	\$ 130.00	\$ 130.00	\$ 135.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00	\$ 140.00
Initial Allocation	\$ 68,558	\$ 72,865	\$ 79,785	\$ 83,924	\$ 90,579	\$ 88,620	\$ 86,100	\$ 85,282
Enrollment (actual CBEDS)	596	613	602	618	647	618	583	609
Final Allocation	\$ 77,480	\$ 79,690	\$ 81,270	\$ 86,520	\$ 90,579	\$ 86,520	\$ 81,620	\$ 85,282
Increase (Decrease)	\$ 8,922	\$ 6,825	\$ 1,485	\$ 2,596	\$ -	\$ (2,100)	\$ (4,480)	\$ -
Community High School								
Enrollment (97% of estimate)	23	18	14	17	17	19	20	19
Allocation per Student	\$ 330.00	\$ 330.00	\$ 335.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00	\$ 340.00
Initial Allocation	\$ 7,590	\$ 5,957	\$ 4,690	\$ 5,936	\$ 5,780	\$ 6,460	\$ 6,800	\$ 6,596
Enrollment (actual CBEDS)	19	16	23	18	17	19	19	19
Final Allocation	\$ 6,270	\$ 5,280	\$ 7,705	\$ 6,120	\$ 5,780	\$ 6,460	\$ 6,460	\$ 6,596
Increase (Decrease)	\$ (1,320)	\$ (677)	\$ 3,015	\$ 184	\$ -	\$ -	\$ (340)	\$ -
Total Final Allocations	\$ 265,750	\$ 273,990	\$ 285,670	\$ 295,920	\$ 287,737	\$ 281,280	\$ 270,080	\$ 265,702



Allocations are adjusted at CBEDS. Starting 12-13, Health Permits & Copier Leases are excluded. SIP and Site Allocations are combined.

Fund 1 - General Fund

	5.96%	6.52%	4.71%	5.14%	4.15%	3.15%	3.00%
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance - Rest	724,568	446,664	526,947	916,593	332,189	-	-
Beginning Fund Balance - Unrest.	4,663,312	4,151,404	4,169,422	4,496,234	4,989,655	6,405,742	7,620,297
Beginning Fund Balance	5,387,880	4,598,068	4,696,369	5,412,827	5,321,844	6,405,742	7,620,297
Revenues:							
LCFF Sources 8000	27,410,041	29,357,332	30,391,753	31,769,440	32,982,775	34,247,641	35,247,242
Federal Sources 8100	795,584	719,971	669,659	1,612,281	841,767	678,040	682,406
State Sources 8300	2,245,339	2,700,969	2,837,359	2,453,254	2,415,436	2,189,824	2,209,176
Local Sources 8600	1,583,927	1,721,841	1,973,552	1,699,479	1,484,018	1,484,018	1,484,018
Total Revenues	32,034,891	34,500,113	35,872,323	37,534,454	37,723,996	38,599,523	39,622,842
percent change	5.1%	2.7%	0.5%	0.3%	0.6%	6.2%	2.7%
Expenditures:							
Certificated Salaries 1000	16,068,126	17,073,639	17,045,277	17,741,410	17,715,125	17,965,007	18,331,521
Classified Salaries 2000	5,892,951	6,579,721	6,532,991	6,582,045	6,554,260	6,660,951	6,774,631
Employee Benefits 3000	6,170,056	7,068,637	7,861,659	7,835,365	8,449,648	8,723,364	9,184,280
Books and Supplies 4000	1,414,682	933,021	907,160	1,821,499	1,019,423	1,024,520	1,031,143
Services and Other 5000	3,114,199	2,435,873	2,374,406	2,726,336	2,667,686	2,789,080	2,864,300
Capital Outlay 6000	74,062	41,256	115,593	35,908	15,000	-	-
Other Outgo 7000	40,543	650	318,895	542,717	218,956	222,046	242,046
Total Expenditures	32,774,619	34,132,796	35,155,981	37,285,280	36,640,098	37,384,968	38,427,920
percent change	7.7%	-1.6%	-1.1%	0.5%	-1.6%	5.2%	2.8%
Surplus (Deficit)	(739,727)	367,317	716,343	249,174	1,083,898	1,214,555	1,194,922
carryover funds				578,827			
Transfers In (Out)							
Fund 11 - Adult Education		(93,891)					
Fund 12 - Child Development			95,515	(224,866)	(41,910)	(45,000)	(55,000)
Fund 13 - Cafeteria	(50,864)	(58,105)	95,111	(263,582)	(76,664)	(76,664)	(86,664)
Fund 14 - Deferred Maintenance							
Fund 20 - Postemployment Ben.							
Other Sources (Uses) Bus/FD 40		(117,024)	-	-	-	-	-
Net Transfers In (Out)	(50,864)	(269,019)	190,626	(488,448)	(118,574)	(121,664)	(141,664)
Ending Fund Balance	4,597,288	4,696,366	5,412,712	5,662,001	6,405,742	7,620,297	8,815,219
Components of Ending Fund Balance							
a Nonspendable - Revolving Cash	5,000	5,000	5,000	5,000	5,000	5,000	5,000
b Restricted (restricted carryover)	446,664	526,947	916,588	337,761	166,004	237,761	237,761
c Committed / Prepaid Exp.		3,220					
d Assigned							
Prop Tax Reserve (0.50%)	124,728	132,866	139,119	146,274	152,344	158,667	163,665
Basic Aid Reserve	1,028,873	1,032,054	2,636,125	3,480,108	4,448,954	5,538,954	6,538,369
Sick Leave Incentive Reserve	40,000	70,000	70,000	70,000	70,000	70,000	70,000
Deferred Maint. & RRM Reserve	819,346	539,351	355,539	382,682	342,890	365,236	396,525
STRS/PERS Reserve 2020-21	1,000,994	1,057,412	235,783	121,617	121,347	123,130	251,062
C/o to FD 40; Donations	117,024	297,461					
e 3% Resv for Econ Uncertainties (3)	1,015,438	1,032,054	1,054,679	1,118,558	1,099,203	1,121,549	1,152,838
Unassigned/Unappropriated							
subtotal Unrestricted Reserves	4,146,403	4,161,199	4,491,246	5,319,240	6,234,738	7,377,536	8,572,458
Undesignated Resv Percent	12.6%	12.1%	12.8%	14.1%	17.0%	19.7%	22.2%
Ending Fund Balance	4,598,067	4,696,366	5,412,834	5,662,001	6,405,742	7,620,297	8,815,219

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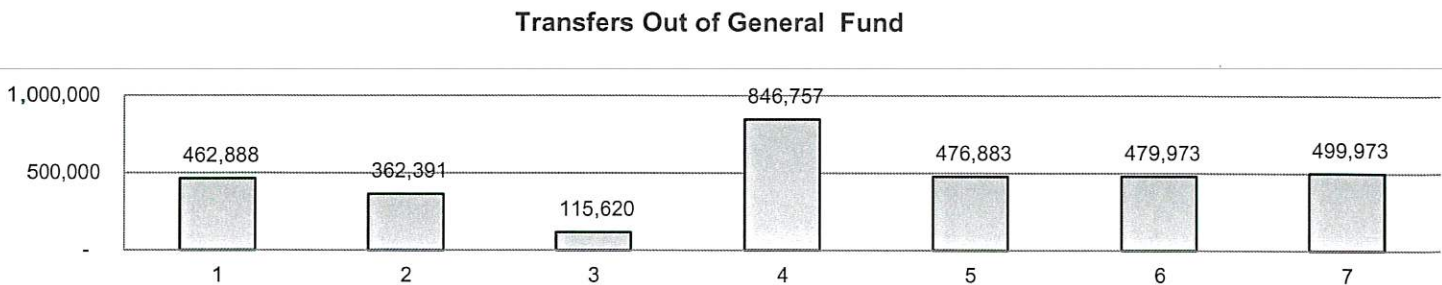
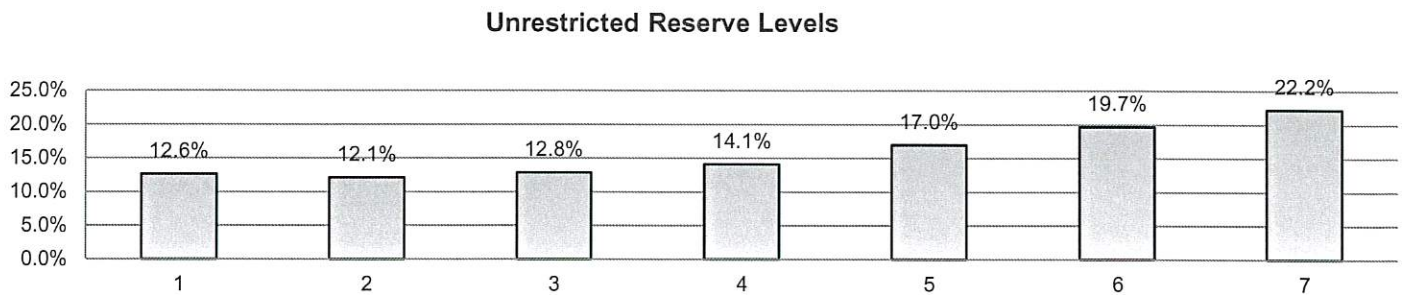
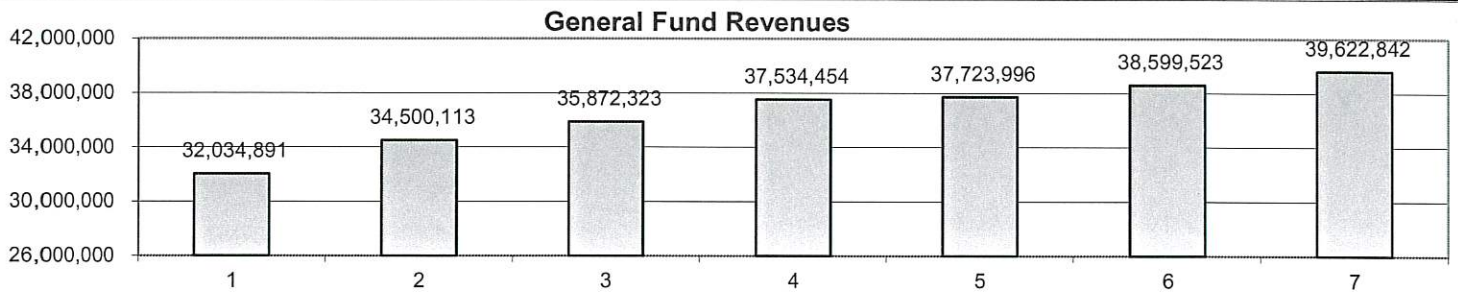
Updated 05-16-2021

Revenues - 8000

ACTION/DISCUSSION J

		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
LCFF Sources:	8000							
U LCFF - Current Year	8011	2,505,456	2,505,456	2,505,456	2,505,456	2,505,456	2,505,456	2,505,456
U Prop 30 EPA (thru 18-19)	8012	398,206	397,176	382,712	382,160	382,174	375,073	375,073
U Revenue Limit - Prior Y	8019	(794)		(12)	-	-	-	-
Prop 30/Rev Limit subtotal		2,902,868	2,902,632	2,888,156	2,887,616	2,887,630	2,880,529	2,880,529
U Home Owners Exempti	8021	117,789	117,171	115,960	145,874	151,928	158,233	163,217
U Secured Tax Roll	8041	23,718,095	25,213,090	26,393,559	27,885,833	29,043,095	30,248,383	31,201,208
U Unsecured Tax Roll	8042	883,521	931,638	1,057,226	1,028,133	1,070,801	1,115,239	1,150,369
U Prior Years Taxes	8043	168,097	230,199	195,725	194,983	203,075	211,503	218,165
U Delinquent Taxes	8048	58,146	81,160	61,329	-	-	-	-
Property Tax subtotal		24,945,648	26,573,258	27,823,800	29,254,823	30,468,899	31,733,358	32,732,959
U Transfer-Funds 11&14	8091	(412,024)	(93,372)	(306,246)	(358,309)	(358,309)	(358,309)	(358,309)
U Transfers to Charter Sc	8096	(26,451)	(25,187)	(13,958)	(14,690)	(15,445)	(7,937)	(7,937)
Total LCFF Sources		27,410,041	29,357,332	30,391,753	31,769,440	32,982,775	34,247,641	35,247,242
percent change		5.8%	7.1%	-0.9%	0.0%	3.8%	7.8%	2.9%
Federal Sources:	8100							
R Special Education-per l	8181	356,711	394,981	382,522	379,110	381,006	382,911	384,826
U Medical Adm Act (MAA	8290	150,579	88,000	60,700	50,000	50,000	50,000	50,000
R Title I	3010	162,825	134,604	127,123	163,227	164,859	166,508	168,173
R VEA	3550	21,112	18,410	21,047	27,312	27,312	27,585	27,861
R ESSER - covid 19	3210	-	-	-	104,689	168,059	-	-
R GEER - covid 19	3215	-	-	-	110,403	-	-	-
R GRF - covid 19	3220	-	-	-	670,778	-	-	-
R Title II Teacher Quality	4035	33,429	33,102	33,065	40,130	40,531	40,936	41,346
R Title III Immigrant Educ	4201	11,215	4,589	7,341	-	-	-	-
R Title III Limited English	4203	10,934	11,426	10,000	35,102	10,000	10,100	10,201
R Medi-Cal Billing	5640	48,778	34,860	27,861	31,530	-	-	-
Total Federal Sources		795,584	719,971	669,659	1,612,281	841,767	678,040	682,406
percent change		29.5%	-9.5%	-2.1%	3.4%	-47.8%	2.9%	0.6%
State Sources:	8300							
U EIA	8311			-	-	-	-	-
U Transportation	8311			-	-	-	-	-
U All other state	8590	5,841	4,384					
U Mandated Costs/one tir	8550	293,305	436,319	78,894	79,086	78,833	78,833	79,086
R State Lottery - Restrict	8560	124,776	179,055	70,076	103,032	91,580	101,226	120,325
R STRS on Behalf	7690	1,239,530	1,424,650	2,092,664	1,662,367	1,662,367	1,662,367	1,662,367
U State Lottery - Unrestric	8560	324,015	367,948	285,049	291,924	274,740	288,398	288,398
U Fair Share Contribution	0000	-	-	-	-	-	-	-
U Arts and Music Block G	0760	-	-	-	-	-	-	-
R Prop 39 Energy Efficien	6230	105,886	-	95,400	-	-	-	-
R CTE Incentive Grant	6387	112,373	87,772	112,249	118,289	59,000	59,000	59,000
R CSE Prof Dev	7311	-	15,943	33,236	-	-	-	-
R Mental Health Sped	6512	38,671	68,313	68,494	38,671	-	-	-
R TUPE	6690	941	-	-	-	-	-	-
R CC/CRBG	7338	-	116,586	1,297	159,885	248,916	-	-
Total State Sources		2,245,339	2,700,969	2,837,359	2,453,254	2,415,436	2,189,824	2,209,176
percent change		-4.6%	20.3%	6.7%	0.0%	-1.5%	-13.6%	0.9%

		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Revenues (continued)								
Local Sources:	8600		-					
U Parcel Taxes	8621	165	878	-	-	-	-	-
U Sale of Equipment	8631	285	380	-	-	-	-	-
U Leases and Rentals	8650	-	2,000	2,000	-	-	-	-
R Interest - Restricted	8660	-	-	-	-	-	-	-
U Interest - Unrestricted	8660	112,287	149,700	202,325	99,946	85,000	85,000	85,000
U Gain or Loss on Investm	8662	-	-	-	-	-	-	-
U Transportation Fees	8675	16,574	15,363	13,739	15,000	-	-	-
R Interagency Fees betwe	8677	-	-	-	-	-	-	-
U Other Fees and Contra	8689	-	-	-	-	-	-	-
R Other Local Revenue -	8699	214,106	359,662	698,474	400,636	308,000	308,000	308,000
U Local Rev (grants,dona	8699	565,930	314,525	151,768	-	51,600	51,600	51,600
U ACSA Stipend	7500	-	-	-	-	-	-	-
R Transfers-COE Sped	8792	674,580	879,333	904,404	1,183,897	1,039,418	1,039,418	1,039,418
U Proceeds from	8972	-	-	842	-	-	-	-
Total Local Sources		1,583,927	1,721,841	1,973,552	1,699,479	1,484,018	1,484,018	1,484,018
percent change		-1.8%	8.7%	17.4%	-0.5%	-12.7%	7.5%	0.0%
Total Revenues - Restricted		3,155,869	3,763,285	4,685,253	5,229,058	4,201,048	3,798,051	3,821,516
Total Revenues - Unrestricted		28,879,023	30,732,444	31,187,071	32,305,396	33,522,948	34,801,472	35,801,326
Total Revenues		32,034,891	34,495,729	35,872,323	37,534,454	37,723,996	38,599,523	39,622,842
percent change		5.1%	7.7%	0.5%	0.1%	0.5%	6.2%	2.7%

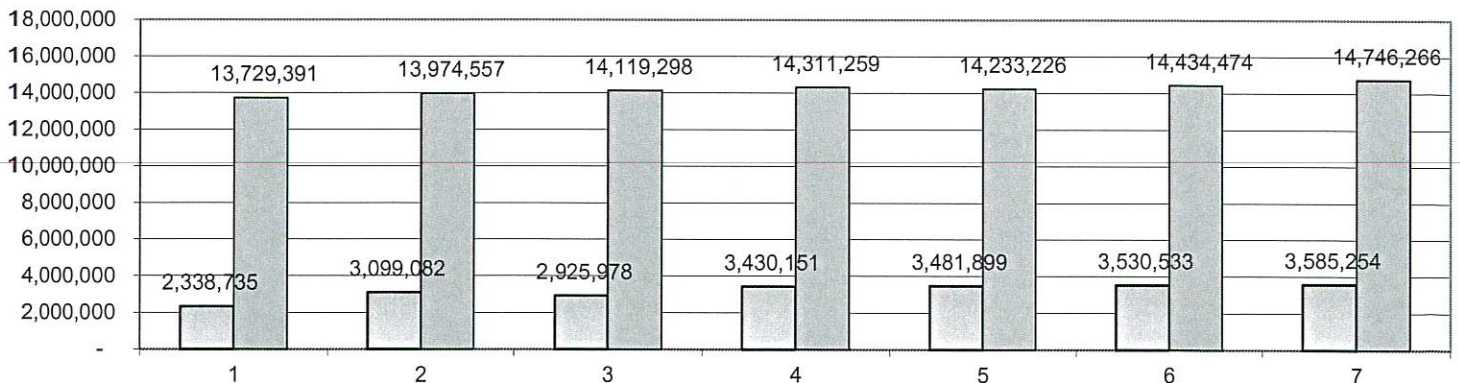


Certificated Salaries - 1000

ACTION/DISCUSSION J

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Teacher Salaries 1100							
Restricted	1,808,469	2,020,209	1,934,559	2,403,750	2,454,417	2,489,270	2,528,102
Unrestricted	10,783,748	11,210,632	11,362,924	11,316,625	11,421,886	11,584,077	11,855,787
Total Teacher Salaries	12,592,216	13,230,841	13,297,483	13,720,375	13,876,303	14,073,347	14,383,890
Substitute Teachers 1110							
Restricted	52,533	9,909	6,809	3,700	8,450	8,492	8,535
Unrestricted	225,122	255,266	225,568	331,064	163,619	164,437	165,259
Total Substitute Teachers	277,655	265,175	232,377	334,764	172,069	172,929	173,794
Teachers Hourly 1130							
Restricted	30,215	38,529	54,372	74,042	63,029	63,696	64,689
Unrestricted	76,918	67,335	26,275	100,503	28,566	29,972	30,439
Total Teachers Hourly	107,134	105,864	80,648	174,545	91,595	93,667	95,128
Teachers Stipends 1160							
Restricted	40,000	20,699	4,653	9,755	8,090	8,384	8,515
Unrestricted	100,302	101,955	99,278	114,671	113,030	114,444	116,229
Total Teachers Stipends	140,302	122,654	103,930	124,426	121,120	122,828	124,744
Pupil Support 1200							
Restricted	328,818	761,833	684,526	697,058	760,578	771,378	783,412
Unrestricted	870,537	660,178	724,109	764,352	758,394	769,163	781,162
Total Pupil Support	1,199,356	1,422,011	1,408,635	1,461,410	1,518,972	1,540,541	1,564,574
Pupil Support Hrlly & sul 1210/1230							
Restricted	-	112	-	-	-	-	-
Unrestricted	1,215	611	-	105	-	-	-
Total Pupil Support Hourly	1,215	723	-	105	-	-	-
Supervisors and Administration							
Restricted 1300/1360	78,700	247,792	241,060	241,011	187,335	189,314	192,002
Unrestricted	1,653,596	1,525,292	1,565,525	1,568,813	1,626,899	1,649,841	1,673,109
Total Supervisors and Administratic	1,732,296	1,773,084	1,806,586	1,809,824	1,814,234	1,839,155	1,865,111
Other Certificated							
Restricted 1900	-	-	-	835	-	-	-
Unrestricted 1960	17,953	128,525	115,618	115,126	120,832	122,540	124,280
Total Other Certificated	17,953	128,525	115,618	115,961	120,832	122,540	124,280
Total Restricted	2,338,735	3,099,082	2,925,978	3,430,151	3,481,899	3,530,533	3,585,254
Total Unrestricted	13,729,391	13,974,557	14,119,298	14,311,259	14,233,226	14,434,474	14,746,266
Total Certificated Salaries	16,068,126	17,073,639	17,045,277	17,741,410	17,715,125	17,965,007	18,331,521
percent change	6.3%	6.3%	0.1%	-0.8%	-0.1%	4.9%	2.0%

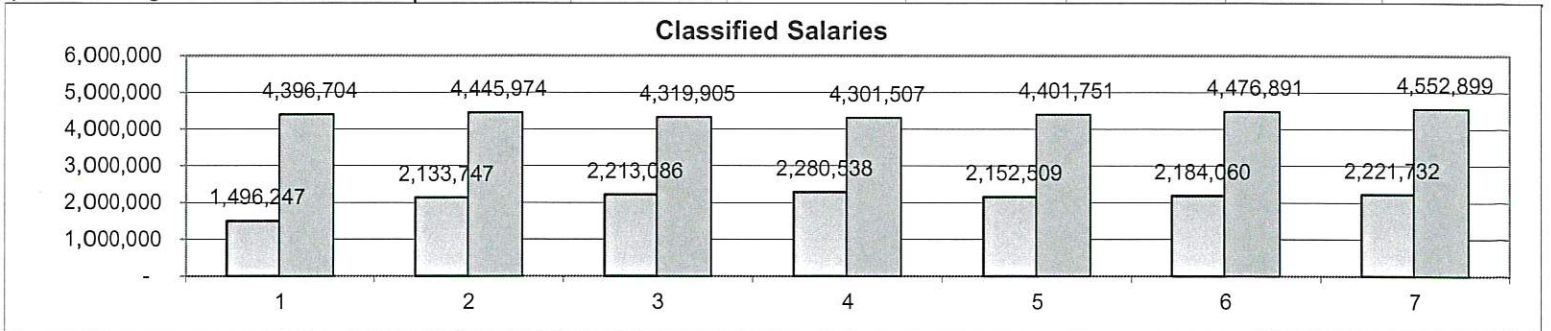
Certificated Salaries



Classified Salaries - 2000

ACTION/DISCUSSION J

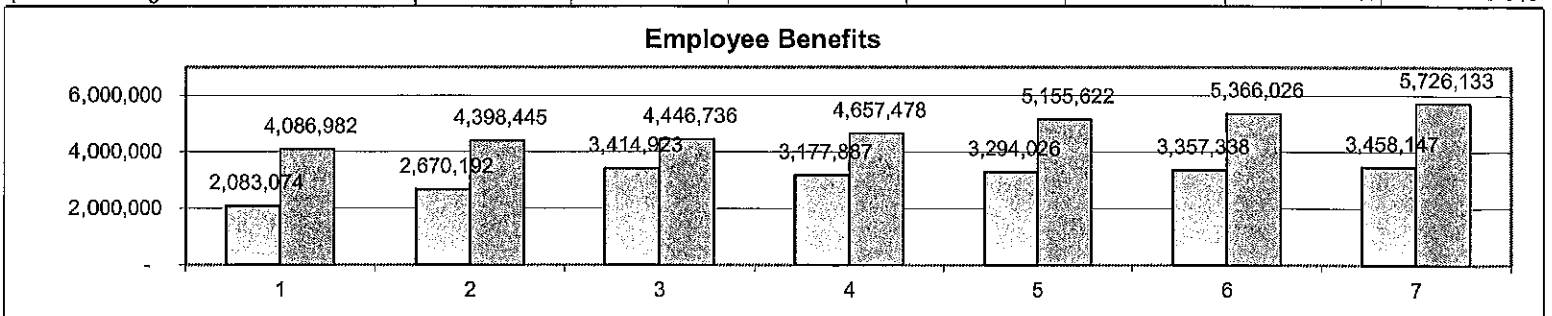
		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Instructional Aides	2000							
Restricted	2100	382,511	1,119,074	1,186,605	1,182,081	1,277,720	1,299,825	1,322,312
Unrestricted		672,743	694,218	586,482	594,583	608,987	619,522	630,240
Total Instructional Aides		1,055,254	1,813,292	1,773,087	1,776,664	1,886,707	1,919,347	1,952,552
Instr. Aides Subs	2000							
Restricted	2130	11,968	68,333	66,424	125,564	93,451	95,068	96,712
Unrestricted	2150/60	51,898	30,395	95,573	109,610	113,598	115,563	117,562
Total Instructional Aides		63,866	98,728	161,997	235,174	207,049	210,631	214,275
Instr. Aides Hourly	2000							
Restricted	2125/2140	30,867	61,582	50,013	-	-	701	713
Unrestricted	2210/30	44,385	34,378					
Total Instructional Aides		75,251	95,961	50,013	-	-	701	713
Support Salaries								
Restricted	2200	823,254	531,898	569,555	529,402	533,160	542,384	551,767
Unrestricted		1,320,953	1,217,329	1,255,757	1,231,141	1,309,911	1,332,572	1,355,626
Total Support Salaries		2,144,206	1,749,227	1,825,312	1,760,543	1,843,071	1,874,956	1,907,393
Support Overtime								
Restricted	2250	11,349	15,315	12,647	10,680	5,680	5,575	5,671
Unrestricted	2250/60	33,058	35,011	30,008	30,293	30,298	30,822	31,355
Total Support Overtime		44,406	50,326	42,654	40,973	35,978	36,397	37,027
Supervisors & Administrators								
Restricted	2300			-	-	-	-	-
Unrestricted		510,343	518,432	516,640	530,320	528,442	536,739	545,165
Total Supervisors & Administrators		510,343	518,432	516,640	530,320	528,442	536,739	545,165
Board of Trustees								
Restricted	2360			-	-	-	-	-
Unrestricted		7,680	12,005	9,120	13,800	15,240	15,240	15,240
Total Board of Trustees		7,680	12,005	9,120	13,800	15,240	15,240	15,240
Clerical & Office								
Restricted	2400		45,709	52,820	61,533	56,685	51,593	52,485
Unrestricted		1,397,369	1,427,700	1,470,776	1,494,902	1,438,482	1,463,368	1,488,684
Total Clerical & Office		1,397,369	1,473,409	1,523,596	1,556,435	1,495,167	1,514,960	1,541,169
Clerical & Office Hourly/Overtime								
Restricted	2430			-	2,000	2,000	2,000	2,000
Unrestricted		27,085	33,677	9,350	7,507	18,463	18,463	18,463
Total Clerical & Office Hourly/OT		27,085	33,677	9,350	9,507	20,463	20,463	20,463
Other Classified Salaries								
Restricted	2900	165,518	174,873	202,867	353,978	181,313	184,372	187,484
Unrestricted		150,876	162,055	279,394	255,351	308,973	314,318	319,756
Total Other Classified Salaries		316,394	336,928	482,261	609,329	490,286	498,690	507,240
Total Restricted		1,496,247	2,133,747	2,213,086	2,280,538	2,152,509	2,184,060	2,221,732
Total Unrestricted		4,396,704	4,445,974	4,319,905	4,301,507	4,401,751	4,476,891	4,552,899
Total Classified Salaries		5,892,951	6,579,721	6,532,991	6,582,045	6,554,260	6,660,951	6,774,631
percent change		7.6%	11.7%	0.2%	-1.3%	-0.4%	2.1%	1.7%



Employee Benefits - 3000

ACTION/DISCUSSION J

		2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Second Interim	2021-22 Adopted Budget	2022-23 Estimate	2023-24 Estimate
STRS								
Restricted	3100	1,576,279	1,918,435	2,584,376	2,203,682	2,208,508	2,253,700	2,315,457
Unrestricted		1,926,417	2,197,310	2,329,743	2,218,404	2,221,924	2,417,646	2,686,180
Total STRS		3,502,696	4,115,746	4,914,119	4,422,086	4,430,432	4,671,345	5,001,637
Employee - STRS		10.25%	10.25%	10.25%	10.25%	10.25%	10.25%	10.25%
Employer - STRS		14.43%	16.28%	17.10%	16.15%	16.92%	18.40%	18.40%
PERS								
Restricted	3200	204,461	340,979	404,333	468,961	489,441	527,173	556,812
Unrestricted		605,932	703,687	784,763	871,903	984,564	1,080,600	1,141,051
Total PERS		810,393	1,044,666	1,189,096	1,340,864	1,474,005	1,607,772	1,697,864
Employee - PERS		7.00%	7.00%	7.00%	7.00%	7.00%	7.00%	7.00%
Employer - PERS		15.531%	18.062%	19.721%	20.700%	22.910%	26.100%	27.100%
Social Security - Medicare								
Restricted	3300	139,446	194,996	197,812	208,561	226,299	218,273	221,949
Unrestricted		480,451	500,867	489,011	478,263	590,609	551,782	562,118
Total Social Security - Medicare		619,897	695,863	686,823	686,824	816,908	770,055	784,066
Employee - FICA		4.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
Employer - FICA		6.20%	6.20%	6.20%	6.20%	6.20%	6.20%	6.20%
Employer/Employee - Medicare		1.45%	1.45%	1.45%	1.45%	1.45%	1.45%	1.45%
Health and Welfare								
Restricted	3400	92,098	124,078	140,432	156,622	165,777	150,825	153,263
Unrestricted		731,095	517,429	368,722	356,362	397,186	338,464	345,405
Total Health and Welfare		823,193	641,507	509,154	512,984	562,963	489,288	498,668
SUI								
Restricted	3500	1,909	2,598	2,562	3,229	69,374	70,289	71,426
Unrestricted		9,043	9,206	9,188	9,260	229,348	232,610	237,380
Total SUI		10,952	11,803	11,750	12,489	298,722	302,899	308,806
Employee - SUI		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Employer - SUI		0.05%	0.05%	0.05%	0.05%	1.23%	1.23%	1.23%
Workers Comp								
Restricted	3600	67,094	85,807	82,053	133,445	131,711	133,721	135,883
Unrestricted		318,743	304,688	292,116	427,368	435,477	442,526	451,600
Total Workers Comp		385,837	390,496	374,169	560,813	567,188	576,247	587,484
Experience Mod Rate		1.942	1.650	1.580	2.340	2.340	2.340	2.340
Other Benefits								
Restricted	3900	1,787	3,300	3,355	3,387	2,916	3,357	3,357
Unrestricted		15,301	12,930	173,193	295,918	296,514	302,399	302,399
Total Workers Comp		17,088	16,230	176,548	299,305	299,430	305,756	305,756
Total Restricted		2,083,074	2,670,192	3,414,923	3,177,887	3,294,026	3,357,338	3,458,147
Total Unrestricted		4,086,982	4,398,445	4,446,736	4,657,478	5,155,622	5,366,026	5,726,133
Total Employee Benefits		6,170,056	7,068,637	7,861,659	7,835,365	8,449,648	8,723,364	9,184,280
percent change		9.2%	14.6%	0.0%	-1.2%	7.8%	2.2%	5.3%

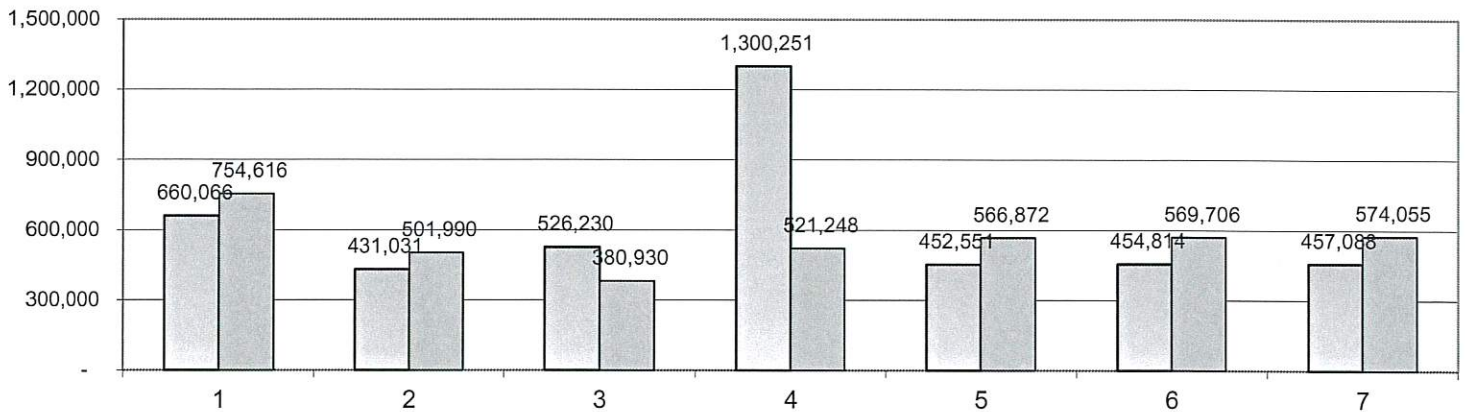


Books and Supplies - 4000

ACTION/DISCUSSION J

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Books and Supplies							
Restricted 4100	124,776	138,687	102,990	110,486	91,580	92,038	92,498
Unrestricted	80,679	-	35,119	99,378	88,533	88,976	90,921
Total Books and Supplies	205,455	138,687	138,109	209,864	180,113	181,014	183,419
Books and Reference Materials							
Restricted 4200	-		7,092	44,063	-	-	-
Unrestricted	31,798	31,276	16,020	12,033	12,093	12,153	12,214
Total Books and Reference Material	31,798	31,276	23,111	56,096	12,093	12,153	12,214
Materials and Supplies							
Restricted 4300	535,290	281,425	395,301	1,038,588	352,784	354,548	356,321
Unrestricted	632,702	461,095	327,622	395,344	464,746	467,070	469,405
Total Materials and Supplies	1,167,991	742,520	722,923	1,433,932	817,530	821,618	825,726
Noncapitalized Equipment							
Restricted 4400	-	10,919	20,848	107,114	8,187	8,228	8,269
Unrestricted	9,437	9,618	2,169	14,493	1,500	1,508	1,515
Total Noncapitalized Equipment	9,437	20,538	23,016	121,607	9,687	9,735	9,784
Total Restricted	660,066	431,031	526,230	1,300,251	452,551	454,814	457,088
Total Unrestricted	754,616	501,990	380,930	521,248	566,872	569,706	574,055
Total Books and Supplies	1,414,682	933,021	907,160	1,821,499	1,019,423	1,024,520	1,031,143
percent change	28.8%	-34.0%	-36.1%	-4.1%	-44.0%	5.5%	0.6%

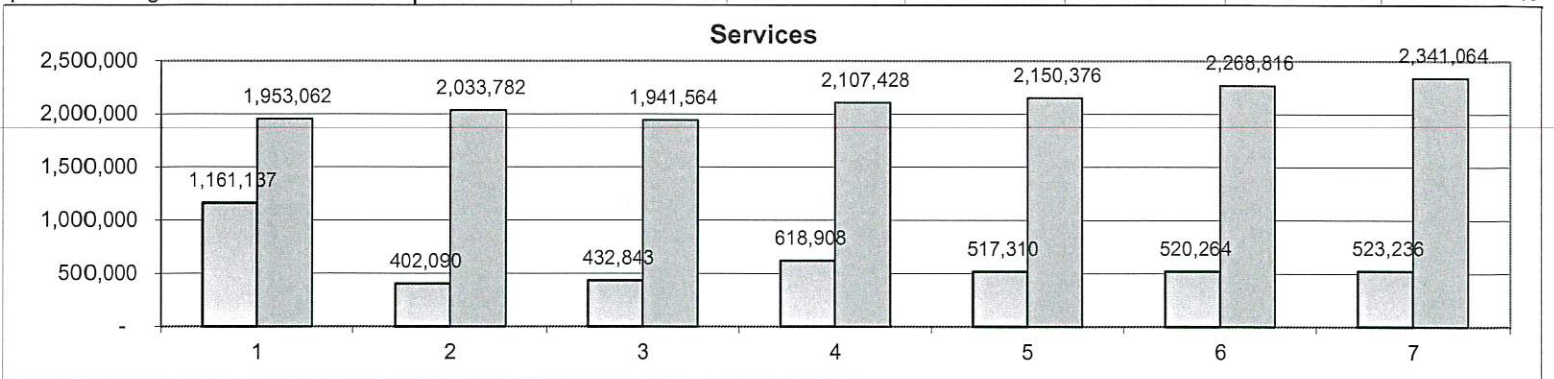
Books and Supplies



Services and Other - 5000

ACTION/DISCUSSION J

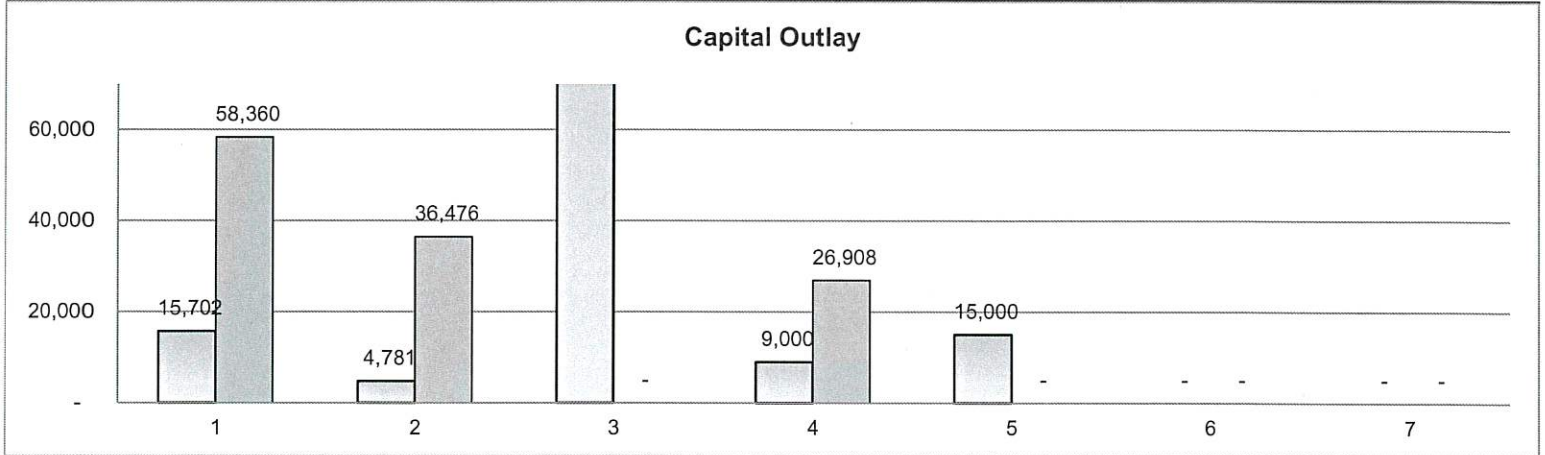
		2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Second Interim	2021-22 Adopted Budget	2022-23 Estimate	2023-24 Estimate
Travel and Conferences								
Restricted	5200	41,234	20,375	24,205	24,359	7,850	7,889	7,929
Unrestricted		48,892	65,614	36,824	50,139	58,997	59,292	59,588
Total Travel and Conferences		90,127	85,989	61,029	74,498	66,847	67,181	67,517
Dues and Memberships								
Restricted	5300	-	-	-	150	435	437	439
Unrestricted		16,478	32,131	33,599	39,677	33,119	33,285	33,451
Total Dues and Memberships		16,478	32,131	33,599	39,827	33,554	33,722	33,890
Insurance								
Restricted	5450	-	-	-	-	-	-	-
Unrestricted		204,617	223,750	250,803	267,684	286,422	306,472	327,925
Total Insurance		204,617	223,750	250,803	267,684	286,422	306,472	327,925
Utilities								
Restricted	5500	-	-	-	-	-	-	-
Unrestricted		753,588	757,707	726,981	818,397	844,924	887,170	931,529
Total Utilities		753,588	757,707	726,981	818,397	844,924	887,170	931,529
Rentals, Leases & Repairs								
Restricted	5600	93,217	59,178	134,687	81,470	70,180	70,882	71,591
Unrestricted		107,568	112,812	79,179	117,648	110,000	111,100	112,211
Total Rental Leases & Repairs		200,785	171,990	213,866	199,118	180,180	181,982	183,802
Direct Costs								
Restricted	5710	-	-	-	-	-	-	-
Unrestricted		-	-	-	-	-	-	-
Total Direct Costs		-	-	-	-	-	-	-
Professional/Consulting Services								
Restricted	5800	1,025,126	321,455	271,647	508,745	435,600	437,778	439,967
Unrestricted		763,782	788,475	744,390	741,085	717,016	770,601	774,454
Total Professional/Consulting Services		1,788,908	1,109,930	1,016,036	1,249,830	1,152,616	1,208,379	1,214,421
Communications								
Restricted	5900	780	1,073	1,872	3,744	3,245	3,277	3,310
Unrestricted		44,967	41,649	58,918	60,448	86,948	87,817	88,696
Total Communications		45,747	42,722	60,790	64,192	90,193	91,095	92,006
Postage								
Restricted	5930	780	10	432	440	-	-	-
Unrestricted		13,170	11,644	10,871	12,350	12,950	13,080	13,210
Total Postage		13,950	11,654	11,303	12,790	12,950	13,080	13,210
Total Restricted		1,161,137	402,090	432,843	618,908	517,310	520,264	523,236
Total Unrestricted		1,953,062	2,033,782	1,941,564	2,107,428	2,150,376	2,268,816	2,341,064
Total Services and Other		3,114,199	2,435,873	2,374,406	2,726,336	2,667,686	2,789,080	2,864,300
percent change		17.1%	-21.8%	-8.0%	7.4%	-2.2%	23.0%	2.7%



Capital Outlay - 6000

ACTION/DISCUSSION J

	2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Second Interim	2021-22 Adopted Budget	2022-23 Estimate	2023-24 Estimate
Capital Outlay 6400							
Restricted	15,702	4,781	115,593	9,000	15,000	-	-
Unrestricted	45,831	36,476	-	26,908	-	-	-
Total Capital Outlay	61,533	41,256	115,593	35,908	15,000	-	-
Other Capital 6500							
Restricted	-	-	-	-	-	-	-
Unrestricted	12,529	-	-	-	-	-	-
Total Other Capital	12,529	-	-	-	-	-	-
Total Restricted	15,702	4,781	115,593	9,000	15,000	-	-
Total Unrestricted	58,360	36,476	-	26,908	-	-	-
Total Capital Outlay	74,062	41,256	115,593	35,908	15,000	-	-
percent change	-58.4%	-44.3%	39.3%	1	(1)	#DIV/0!	#DIV/0!

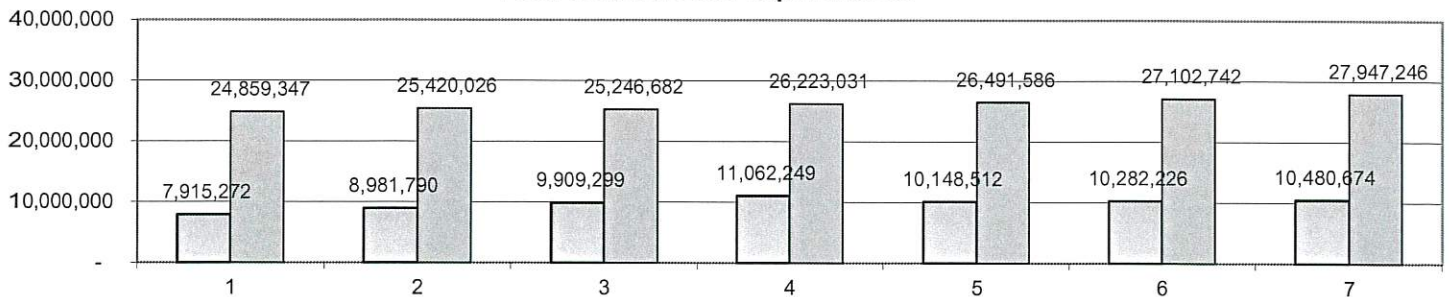


Other Outgo - 7000

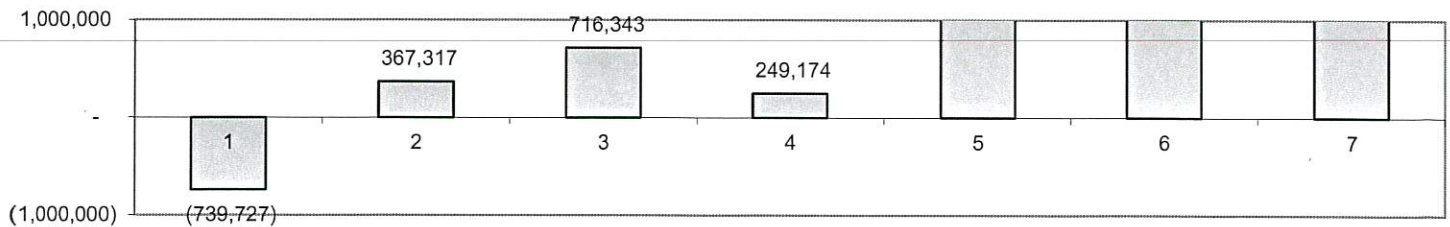
ACTION/DISCUSSION J

		2017-18 Actuals	2018-19 Actuals	2019-20 Actuals	2020-21 Second Interim	2021-22 Adopted Budget	2022-23 Estimate	2023-24 Estimate
State Special Schools								
Restricted	7130	-		-	-	-	-	-
Unrestricted		-		-	-	-	-	-
Total		-	-	-	-	-	-	-
Other Tuition								
Restricted	7142	55,064	135,190	145,765	114,063	117,308	117,308	117,308
Unrestricted		7,151		7,044	16,746	9,494	9,494	9,494
Total		62,215	135,190	152,809	130,809	126,802	126,802	126,802
Indirect Costs								
Restricted	7310	105,247	105,676	134,881	131,451	117,909	117,909	117,909
Unrestricted		(105,247)	(105,676)	(134,881)	(131,451)	(117,909)	(117,909)	(117,909)
Total		-	-	-	-	-	-	-
Indirect Costs								
Restricted	7350	-		-	-	-	-	-
Unrestricted		(21,672)	(134,540)	(24,540)	(76,540)	(26,420)	(26,420)	(26,420)
Total		(21,672)	(134,540)	(24,540)	(76,540)	(26,420)	(26,420)	(26,420)
Debt Service - Interest								
Restricted	7439	-		-	-	-	-	-
Unrestricted		-		-	-	-	-	-
Total		-	-	-	-	-	-	-
Debt Service - Principal								
Restricted	7600	-		-	-	-	-	-
Unrestricted		-	269,019	190,626	488,448	118,574	121,664	141,664
Total		-	269,019	190,626	488,448	118,574	121,664	141,664
Total Restricted		160,311	240,866	280,646	245,514	235,217	235,217	235,217
Total Unrestricted		(119,768)	28,803	38,249	297,203	(16,261)	(13,171)	6,829
Total Other Outgo		40,543	269,669	318,895	542,717	218,956	222,046	242,046
TOTAL EXPENDITURES		32,774,619	34,401,815	35,155,981	37,285,280	36,640,098	37,384,968	38,427,920

Total General Fund Expenditures



Surplus (Deficit) Spending

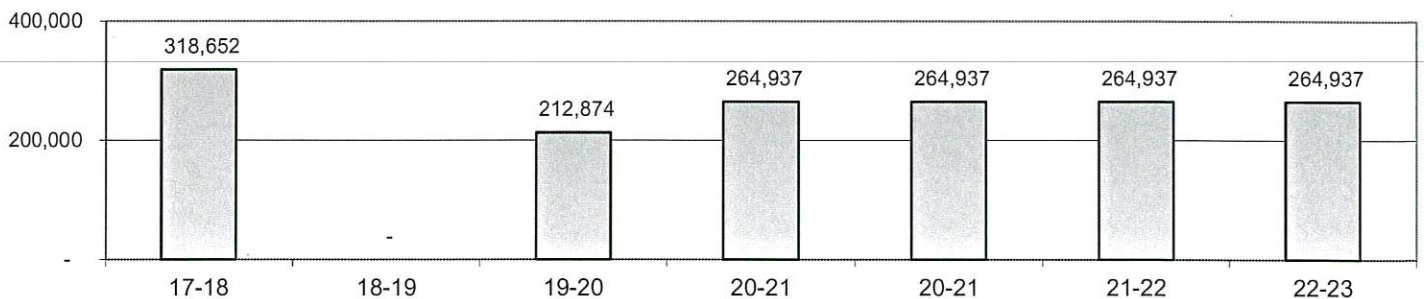


Fund 11 - Adult Education Fund

		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
		Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance		1,693,433	2,336,590	2,005,884	1,922,958	1,663,690	1,517,860	1,122,857
Revenues:								
LCFF Sources	8000	318,652	-	212,874	264,937	264,937	264,937	264,937
Federal Revenue	8200	25,722	35,628	56,076	53,642	22,275	22,500	22,500
Other State Revenue	8091/8590	1,883,967	1,387,498	1,662,622	1,526,110	1,526,107	1,526,110	1,526,110
Other Local Revenue	8600	520,314	632,818	550,920	28,550	355,000	155,000	155,000
Total Revenues		2,748,654	2,055,943	2,482,492	1,873,239	2,168,319	1,968,547	1,968,547
Expenditures:								
Certificated Salaries	1000	585,395	599,032	594,616	525,700	645,296	654,007	664,275
Classified Salaries	2000	377,762	642,999	866,106	750,355	868,095	883,113	896,271
Employee Benefits	3000	234,137	328,805	426,275	412,189	507,266	533,229	541,559
Books and Supplies	4000	170,778	259,354	131,850	211,511	220,625	220,700	220,700
Services & Other Oper	5000	204,408	86,482	90,808	67,065	72,867	72,500	72,500
Capital Outlay	6000	533,017	453,868	455,764	-	-	-	-
Other Outgo	7100							
Indirect Costs	7350		110,000	-	52,000			
Total Expenditures		2,105,497	2,480,540	2,565,418	2,018,820	2,314,149	2,363,550	2,395,306
Surplus (Deficit)		643,157	(424,597)	(82,926)	(145,581)	(145,830)	(395,003)	(426,759)
Transfers In - Fund 1	8900		93,891					
Ending Fund Balance		2,336,590	2,005,884	1,922,958	1,777,377	1,517,860	1,122,857	696,098
Components of Ending Fund Balance:								
a) Nonspendable - Revolv	9711							
b) Restricted - grants/don	9740	1,688,778	996,295	499,125	374,064	264,859	375,000	375,000
c) Committed	9750							
d) Assigned	9780	647,812	1,009,589	1,423,833	1,403,313	1,253,001	747,857	321,098
e) Unassigned/Unappropri	9790							
Ending Fund Balance		2,336,590	2,005,884	1,922,958	1,777,377	1,517,860	1,122,857	696,098

Fund 11 accounts for all the transactions related to the District's Adult Education program. The state has changed the way Adult Ed posts the apportionments, making it difficult to compare across years. Prior to 2008-09, Adult Ed received their apportionment directly from the state. In 2009-10, it became a Transfer-In from the General Fund. Then, in 2011-12, it was not transferred in, but posted from the General Fund into their Other State Revenue line item. In 2015-16, funding is posted directly to Fund 11.

Fund 11 - Transfers In From General Fund

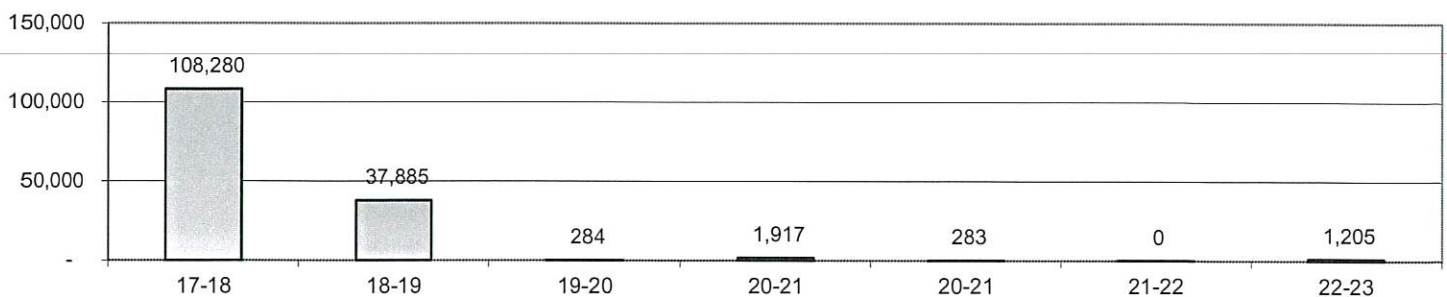


Fund 12 - Child Development Fund

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance	83,284	108,280	37,885	284	283	283	0
Revenues:							
LCFF Sources 8000							
Federal Revenue 8100							
State Rev. (Preschool) 8500	91,248	124,217	132,612	128,838	128,838	129,000	129,600
Local Rev. (BASRP) 8600	419,342	353,160	313,499	-	350,000	360,000	360,500
Total Revenues	510,590	477,377	446,111	128,838	478,838	489,000	490,100
Expenditures:							
Certificated Salaries 1000	59,570	65,542	63,426	63,139	63,115	63,967	64,971
Classified Salaries 2000	279,529	319,384	337,524	166,176	285,097	290,029	295,047
Employee Benefits 3000	99,603	121,028	141,117	83,071	130,887	138,666	142,177
Books and Supplies 4000	11,798	9,136	7,710	9,400	9,729	9,450	9,480
Services & Other Oper: 5000	13,422	3,505	4,911	5,745	5,500	5,750	5,800
Capital Outlay 6000	-	4,637				-	-
Other Outgo 7100							
Indirect Costs 7300	21,672	24,540	24,540	24,540	26,420	26,420	26,420
Total Expenditures	485,594	547,773	579,228	352,071	520,748	534,283	543,895
Surplus (Deficit)	24,997	(70,395)	(133,117)	(223,233)	(41,910)	(45,283)	(53,795)
Transfers In from Fund 1 8900			95,515	224,866	41,910	45,000	55,000
Ending Fund Balance	108,280	37,885	284	1,917	283	0	1,205
Components of Ending Fund Balance:							
a) Nonspendable - Revolv 9711							
b) Restricted 9740				1,633	283		
c) Committed 9750							
d) Assigned 9780	108,280	37,885	284	284		0	1,205
e) Unassigned-Res for Ec 9789							
Unassigned/Unappropri 9790							
Ending Fund Balance	108,280	37,885	284	1,917	283	0	1,205

Fund 12 accounts for all the transactions related to the State Preschool program and the Before and After School Recreation Program (BASRP). In 2011-12, fees were raised which allowed the Fund to operate at a surplus. In 2013-14, Fund 12 paid for a new portable classroom to be located at Forest Grove Elementary School.

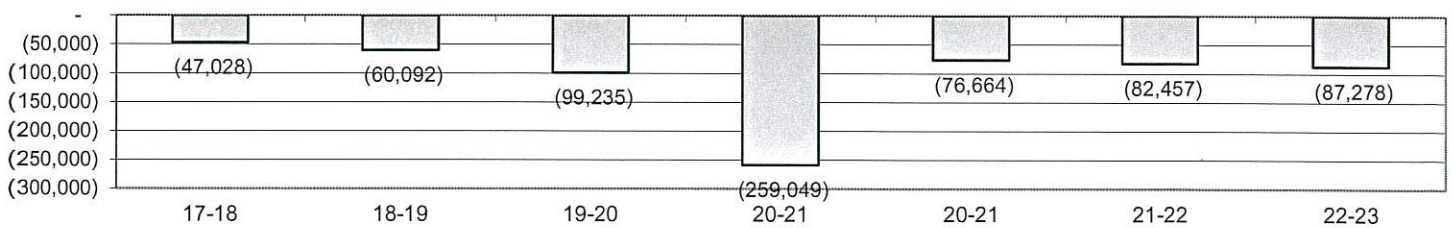
Fund 12 - Ending Fund Balance



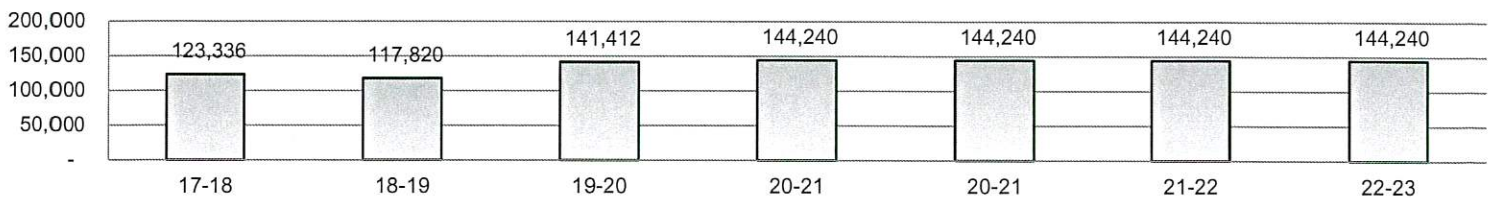
Fund 13 - Cafeteria Fund

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance	9,929	13,765	11,778	7,653	50,544	50,544	44,751
Revenues:							
LCFF Sources 8000							
Federal Revenue 8200	182,258	178,292	231,886	262,973	178,000	180,000	180,000
Other State Revenue 8500	16,862	12,282	22,148	22,396	12,000	12,000	12,000
Other Local Revenue 8600	415,716	429,035	338,397	2,242	425,000	430,000	435,000
Total Revenues	614,836	619,608	592,431	287,611	615,000	622,000	627,000
Expenditures:							
Certificated Salaries 1000							
Classified Salaries 2000	290,475	301,683	302,089	267,456	288,673	293,667	299,100
Employee Benefits 3000	71,608	81,293	86,937	82,711	97,446	105,290	109,178
Supplies 4000	287,011	282,802	288,598	179,723	285,000	285,500	286,000
Services 5000	12,770	13,921	14,042	16,770	20,545	20,000	20,000
Capital Outlay 6000							
Other Outgo 7100							
Total Expenditures	661,863	679,700	691,666	546,660	691,664	704,457	714,278
Surplus (Deficit)	(47,028)	(60,092)	(99,235)	(259,049)	(76,664)	(82,457)	(87,278)
Transfers In - General Fi 8900	50,864	58,105	95,111	263,582	76,664	76,664	86,664
Ending Fund Balance	13,766	11,778	7,653	12,186	50,544	44,751	44,137
Components of Ending Fund Balance:							
a) Nonspendable - Stores 9711	8,645	11,226	6,783				
b) Restricted 9740	4,568	-		11,119	49,474	44,751	44,137
c) Committed							
d) Assigned - cash in drawer	552	552	870	1,067	1,070		
e) Unassigned/Unappropri 9790							
Ending Fund Balance	13,765	11,778	7,653	12,186	50,544	44,751	44,137

Fund 13 - Surplus (Deficit)



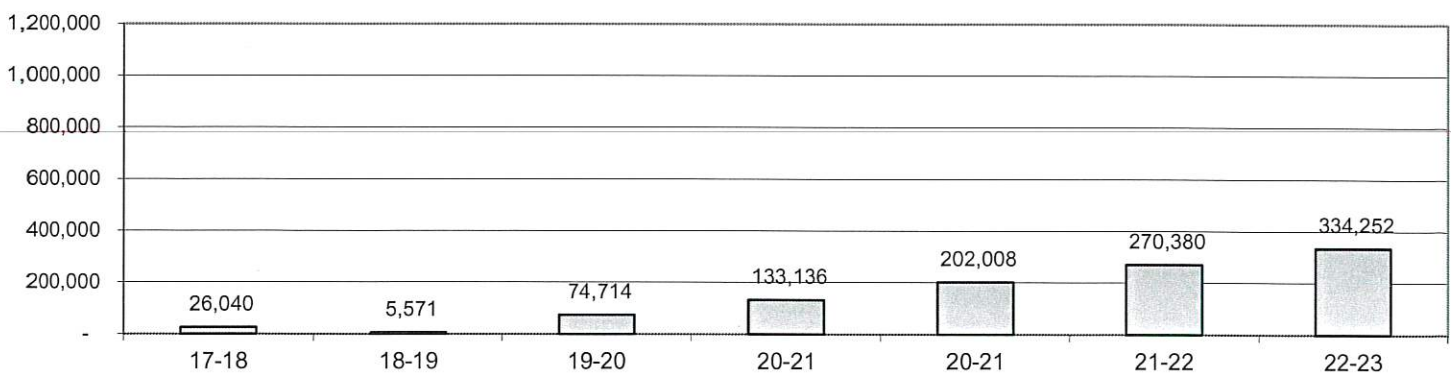
Meals Served



Fund 14 - Deferred Maintenance Fund

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance	94,526	26,040	5,571	74,714	133,136	202,008	270,380
Revenues:							
LCFF Sources 8000		93,372	93,372	93,372	93,372	93,372	93,372
Federal Revenue 8100							
Other State Revenue 8590	93,372					-	-
Other Local Revenue 8660	402	(272)	31	50	500	500	500
Total Revenues	93,774	93,100	93,403	93,422	93,872	93,872	93,872
Expenditures:							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4300	6,572					-	-
Services 5800	155,688	113,569	24,260	35,000	25,000	25,500	30,000
Capital Outlay 6000							
Other Outgo 7100							
Indirect Costs 7300							
Total Expenditures	162,260	113,569	24,260	35,000	25,000	25,500	30,000
Surplus (Deficit)	(68,486)	(20,469)	69,144	58,422	68,872	68,372	63,872
Transfers In (Out) - to G 8900							
Ending Fund Balance	26,040	5,571	74,714	133,136	202,008	270,380	334,252
Components of Ending Fund Balance:							
a) Nonspendable - Revolv 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned 9780	26,040	5,571	74,714	133,136	202,008	270,380	334,252
e) Unassigned-Reserve fo 9789							
Unassigned/Unappropri 9790							
Ending Fund Balance	26,040	5,571	74,714	133,136	202,008	270,380	334,252

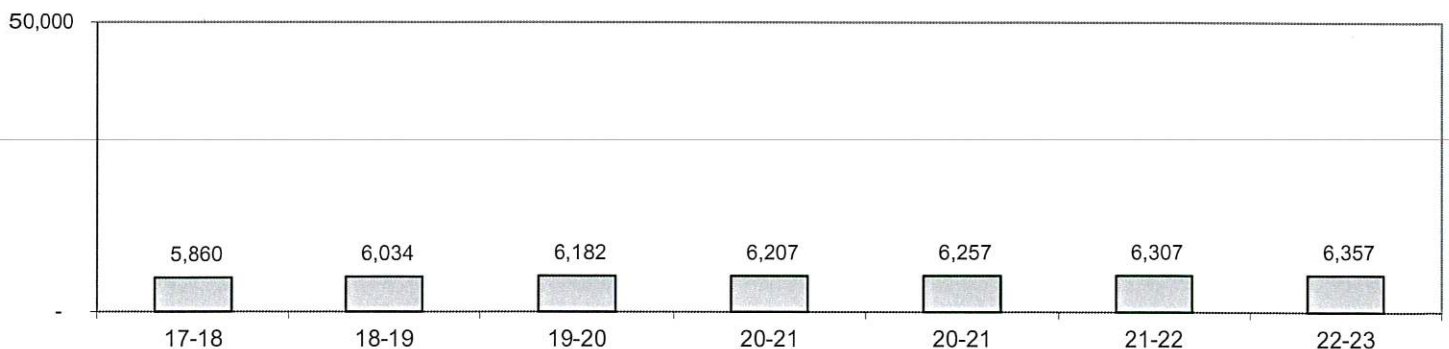
Fund 14 - Ending Fund Balance



Fund 20 - Postemployment Benefits Fund

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance	199,078	5,860	6,034	6,182	6,207	6,257	6,307
Revenues:							
LCFF Sources 8000							
Federal Revenue 8100							
Other State Revenue 8300							
Other Local Revenue 8600	1,782	174	148	25	50	50	50
Total Revenues	1,782	174	148	25	50	50	50
Expenditures:							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4000							
Services 5000							
Capital Outlay 6000							
Other Outgo 7100							
Indirect Costs 7300							
Total Expenditures	-	-	-	-	-	-	-
Surplus (Deficit)	1,782	174	148	25	50	50	50
Transfers In (Out) - from 8900	(195,000)						
Ending Fund Balance	5,860	6,034	6,182	6,207	6,257	6,307	6,357
Components of Ending Fund Balance:							
a) Nonspendable - Revolv 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned - Medigap 9780	5,860	6,034	6,182	6,207	6,257	6,307	6,357
e) Unassigned-Reserve fo 9789							
Unassigned/Unappropri 9790							
Ending Fund Balance	5,860	6,034	6,182	6,207	6,257	6,307	6,357

Fund 20 - Ending Fund Balance



Fund 21 - Building Fund (Education Technology)

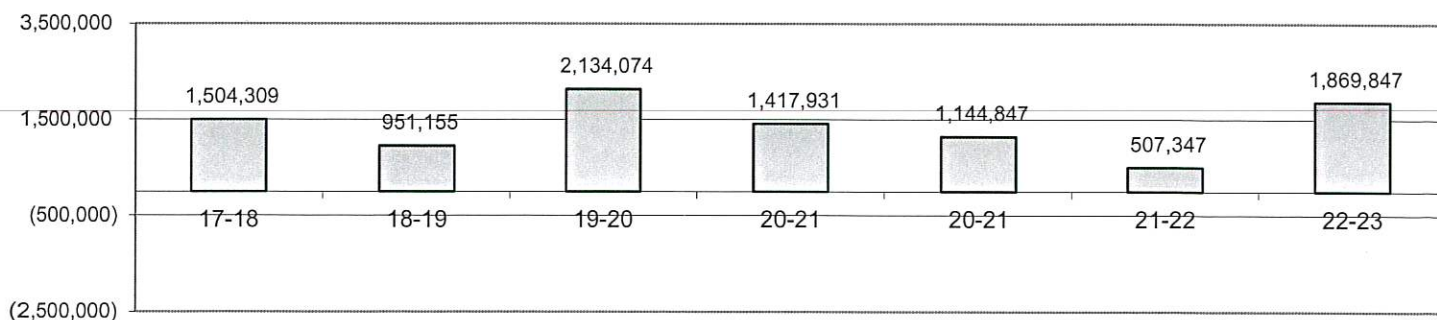
	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance	1,864,324	1,504,309	951,155	2,134,074	1,751,864	1,144,847	507,347
Revenues:							
Mea D - Series A 8951				6,189,069			
Mea A - Series C 8951			2,000,000				
Mea A - Series D 8951							2,000,000
Other State Revenue 8300							
Other Local Revenue 8600	22,929	28,524	19,879	2,500		2,500	2,500
Total Revenues	22,929	28,524	2,019,879	2,500	-	2,500	2,002,500
Expenditures:							
Certificated Salaries 1000					36,544		
Classified Salaries 2000					12,473		
Employee Benefits 3000							
Supplies 4000	254,111	383,315	289,095	273,568	298,000	100,000	100,000
Services 5000	128,833	177,836	180,461	282,775	130,000	440,000	440,000
Capital Outlay 6000	-	20,527	367,404	162,300	130,000	100,000	100,000
Other Outgo 7100							
Indirect Costs 7300							
Total Expenditures	382,944	581,677	836,960	718,643	607,017	640,000	640,000
Surplus (Deficit)	(360,015)	(553,154)	1,182,919	(716,143)	(607,017)	(637,500)	1,362,500
Transfers In (Out) 8900							
Ending Fund Balance	1,504,309	951,155	2,134,074	1,417,931	1,144,847	507,347	1,869,847

Components of Ending Fund Balance:

a) Nonspendable - Revolv 9711							
b) Restricted 9740	1,493,530	912,112	2,095,030	1,378,889	1,105,803	507,347	1,869,847
c) Committed 9750							
d) Assigned 9780	10,779	39,044	39,044	39,042	39,044		
e) Unassigned-Reserve fo 9789							
Unassigned/Unappropri 9790							
Ending Fund Balance	1,504,309	951,155	2,134,074	1,417,931	1,144,847	507,347	1,869,847

Fund 21 accounts for the revenues and expenditures associated with Measure A and Measure D Bonds.

Fund 21 - Ending Fund Balance

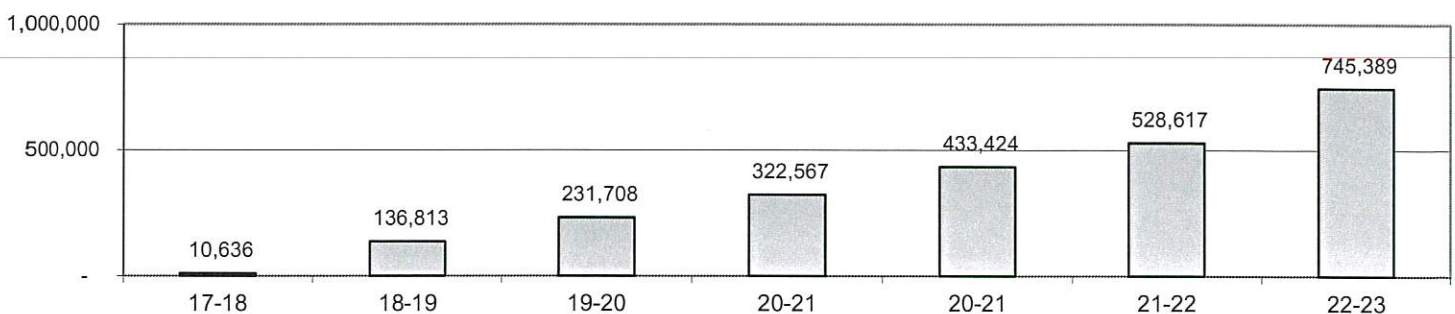


Fund 40 - Capital Outlay Projects Fund

	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24
	Actuals	Actuals	Actuals	Second Interim	Adopted Budget	Estimate	Estimate
Beginning Fund Balance	376,097	10,636	136,813	231,708	322,567	433,424	528,617
Revenues:							
LCFF Sources 8000							
Federal Revenue 8100							
Other State Revenue 8300							
Other Local Revenue 8600	904,725	663,611	313,880	227,893	227,893	234,730	241,772
Total Revenues	904,725	663,611	313,880	227,893	227,893	234,730	241,772
Expenditures:							
Certificated Salaries 1000							
Classified Salaries 2000							
Employee Benefits 3000							
Supplies 4000	107,904						
Services 5000	781,825	449,936	37,882	20,000		22,500	25,000
Capital Outlay - Equipm 6000	374,818	3,882	64,068				
Other Outgo 7100	200,640	200,640	117,035	117,034	117,036	117,036	
Indirect Costs 7300	-					-	-
Total Expenditures	1,465,187	654,458	218,986	137,034	117,036	139,536	25,000
Surplus (Deficit)	(560,462)	9,154	94,894	90,859	110,857	95,194	216,772
Transfers In (Out) 8900	195,000	117,024					
Ending Fund Balance	10,636	136,813	231,708	322,567	433,424	528,617	745,389
Components of Ending Fund Balance:							
a) Nonspendable - Revolv 9711							
b) Restricted 9740							
c) Committed 9750							
d) Assigned 9780	10,636	136,813	231,708	322,567	433,424	528,617	745,389
e) Unassigned/Unappropri 9790							
Ending Fund Balance	10,636	136,813	231,708	322,567	433,424	528,617	745,389

Fund 40 includes revenues collected from David Avenue leases, expenditures authorized by the Board, and prior to 18-19 maintenance department expenses in excess of the program 6220 allocation. The Board approved \$500,000 to help with the cost of construction of the High School swimming pool. In 2017-18, Fund 40 was used to fund the construction of three portable classrooms at Robert Down, and two portable classrooms at Forest Grove.

Fund 40 - Ending Fund Balance



2021-22 JULY 1ST BUDGET CHECKLIST

Please place on the top of your hard copies, in the same order as below

This checklist must be completed, signed, dated and submitted with your July 1st Budget packet. All documents listed below must be submitted no later than five days after Budget adoption or by July 1, 2021, whichever occurs first, per Education Code section 42127(a)(2)(A).

- _____ Form CB – Budget Certification (**with an original signature**)
- _____ Form CC – Workers' Compensation Certification (**with an original signature**)
- _____ Form 01 – General Fund
- _____ Form 11 – Adult Education Fund
- _____ Form 12 – Child Development Fund
- _____ Form 13 – Cafeteria Fund
- _____ Form 14 – Deferred Maintenance Fund
- _____ Form 20 – Special Reserve Fund
- _____ Form 21 – Building Fund
- _____ Form 40 – Special Reserve Fund (Capital Projects)
- _____ Form A – Average Daily Attendance
- _____ Form MYP – Multiyear Projection (**all 3 tabs**)
- _____ Form SIAA – Current Year Summary of Interfund Activities
- _____ Form SIAB – Budget Year Summary of Interfund Activities
- _____ Form 01CS – Criteria and Standards
- _____ Technical Review Checklists (**2 separate TRCs for both Estimated Actuals AND Budget**)
- _____ Budget Assumptions reflecting all 3 years of Form MYP
- _____ * Statement of Reasons for Excess Reserves

Send Via Email

- _____ DAT file – Official export
- _____ Excel file of LCFF Calculation reconciled to fiscal years 2021-22 thru 2023-24

* Per Education Code section 42127(a)(2)(B), I certify that the attached Statement of Reserves was presented at a public hearing held on: _____ (DATE)

SIGNATURE: _____

DATE: _____

ANNUAL BUDGET REPORT:
July 1, 2021 Budget Adoption

Insert "X" in applicable boxes:



This budget was developed using the state-adopted Criteria and Standards. It includes the expenditures necessary to implement the Local Control and Accountability Plan (LCAP) or annual update to the LCAP that will be effective for the budget year. The budget was filed and adopted subsequent to a public hearing by the governing board of the school district pursuant to Education Code sections 33129, 42127, 52060, 52061, and 52062.



If the budget includes a combined assigned and unassigned ending fund balance above the minimum recommended reserve for economic uncertainties, at its public hearing, the school district complied with the requirements of subparagraphs (B) and (C) of paragraph (2) of subdivision (a) of Education Code Section 42127.

Budget available for inspection at:

Public Hearing:

Place: PGUSD District Office

Date: May 26, 2021

Place: PGUSD District Office

Date: June 03, 2021

Time: 06:30 PM

Adoption Date: June 17, 2021

Signed: _____

Clerk/Secretary of the Governing Board
(Original signature required)

Contact person for additional information on the budget reports:

Name: Song Chin-Bendib

Telephone: 831-646-6509

Title: Assistant Superintendent/CBO

E-mail: schinbendib@pgusd.org

Criteria and Standards Review Summary

The following summary is automatically completed based on data provided in the Criteria and Standards Review (Form 01CS). Criteria and standards that are "Not Met," and supplemental information and additional fiscal indicators that are "Yes," may indicate areas of potential concern for fiscal solvency purposes and should be carefully reviewed.

CRITERIA AND STANDARDS			Met	Not Met
1	Average Daily Attendance	Budgeted (funded) ADA has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.	X	

CRITERIA AND STANDARDS (continued)			Met	Not Met
2	Enrollment	Enrollment has not been overestimated by more than the standard for the prior fiscal year, or two or more of the previous three fiscal years.		X
3	ADA to Enrollment	Projected second period (P-2) ADA to enrollment ratio is consistent with historical ratios for the budget and two subsequent fiscal years.		X
4	Local Control Funding Formula (LCFF) Revenue	Projected change in LCFF revenue is within the standard for the budget and two subsequent fiscal years.	X	
5	Salaries and Benefits	Projected ratios of total unrestricted salaries and benefits to total unrestricted general fund expenditures are consistent with historical ratios for the budget and two subsequent fiscal years.	X	
6a	Other Revenues	Projected operating revenues (e.g., federal, other state, and other local) are within the standard for the budget and two subsequent fiscal years.		X
6b	Other Expenditures	Projected operating expenditures (e.g., books and supplies, and services and other operating) are within the standard for the budget and two subsequent fiscal years.		X
7	Ongoing and Major Maintenance Account	If applicable, required contribution to the ongoing and major maintenance account (i.e., restricted maintenance account) is included in the budget.	X	
8	Deficit Spending	Unrestricted deficit spending, if any, has not exceeded the standard for two or more of the last three fiscal years.	X	
9	Fund Balance	Unrestricted general fund beginning balance has not been overestimated by more than the standard for two or more of the last three fiscal years.	X	
10	Reserves	Projected available reserves (e.g., reserve for economic uncertainties, unassigned/unappropriated amounts) meet minimum requirements for the budget and two subsequent fiscal years.	X	

SUPPLEMENTAL INFORMATION			No	Yes
S1	Contingent Liabilities	Are there known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?	X	
S2	Using One-time Revenues to Fund Ongoing Expenditures	Are there ongoing general fund expenditures in excess of one percent of the total general fund expenditures that are funded with one-time resources?	X	
S3	Using Ongoing Revenues to Fund One-time Expenditures	Are there large non-recurring general fund expenditures that are funded with ongoing general fund revenues?	X	
S4	Contingent Revenues	Are any projected revenues for the budget or two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?	X	
S5	Contributions	Have contributions from unrestricted to restricted resources, or transfers to or from the general fund to cover operating deficits, changed by more than the standard for the budget or two subsequent fiscal years?		X

SUPPLEMENTAL INFORMATION (continued)			No	Yes
S6	Long-term Commitments	Does the district have long-term (multiyear) commitments or debt agreements? • If yes, have annual payments for the budget or two subsequent fiscal years increased over prior year's (2020-21) annual payment?		X
				X
S7a	Postemployment Benefits Other than Pensions	Does the district provide postemployment benefits other than pensions (OPEB)? • If yes, are they lifetime benefits? • If yes, do benefits continue beyond age 65? • If yes, are benefits funded by pay-as-you-go?		X
			X	
			X	
			X	
S7b	Other Self-insurance Benefits	Does the district provide other self-insurance benefits (e.g., workers' compensation)?	X	
S8	Status of Labor Agreements	Are salary and benefit negotiations still open for: • Certificated? (Section S8A, Line 1) • Classified? (Section S8B, Line 1) • Management/supervisor/confidential? (Section S8C, Line 1)		X
				X
				X
S9	Local Control and Accountability Plan (LCAP)	• Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year? • Adoption date of the LCAP or an update to the LCAP:		X
			June 17, 2021	
S10	LCAP Expenditures	Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?		X

ADDITIONAL FISCAL INDICATORS			No	Yes
A1	Negative Cash Flow	Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?	X	
A2	Independent Position Control	Is personnel position control independent from the payroll system?	X	
A3	Declining Enrollment	Is enrollment decreasing in both the prior fiscal year and budget year?	X	
A4	New Charter Schools Impacting District Enrollment	Are any new charter schools operating in district boundaries that are impacting the district's enrollment, either in the prior fiscal year or budget year?	X	
A5	Salary Increases Exceed COLA	Has the district entered into a bargaining agreement where any of the budget or subsequent fiscal years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?	X	

ADDITIONAL FISCAL INDICATORS (continued)			No	Yes
A6	Uncapped Health Benefits	Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?	X	
A7	Independent Financial System	Is the district's financial system independent from the county office system?	X	
A8	Fiscal Distress Reports	Does the district have any reports that indicate fiscal distress? If yes, provide copies to the COE, pursuant to EC 42127.6(a).	X	
A9	Change of CBO or Superintendent	Have there been personnel changes in the superintendent or chief business official (CBO) positions within the last 12 months?	X	

Pacific Grove Unified
Monterey County

July 1 Budget
2021-22 Budget
Workers' Compensation Certification

27 66134 0000000
Form CC

ANNUAL CERTIFICATION REGARDING SELF-INSURED WORKERS' COMPENSATION CLAIMS

Pursuant to EC Section 42141, if a school district, either individually or as a member of a joint powers agency, is self-insured for workers' compensation claims, the superintendent of the school district annually shall provide information to the governing board of the school district regarding the estimated accrued but unfunded cost of those claims. The governing board annually shall certify to the county superintendent of schools the amount of money, if any, that it has decided to reserve in its budget for the cost of those claims.

To the County Superintendent of Schools:

(☐) Our district is self-insured for workers' compensation claims as defined in Education Code Section 42141(a):

Total liabilities actuarially determined:	\$	_____
Less: Amount of total liabilities reserved in budget:	\$	_____
Estimated accrued but unfunded liabilities:	\$	_____ 0.00

(☒) This school district is self-insured for workers' compensation claims through a JPA, and offers the following information:

MONTEREY EDUCATIONAL RISK MANAGEMENT AUTHORITY

26-54 Stephanie Dr, Salinas, CA 93901

(☐) This school district is not self-insured for workers' compensation claims.

Signed _____
Clerk/Secretary of the Governing Board
(Original signature required)

Date of Meeting: _____

For additional information on this certification, please contact:

Name: Song Chin-Bendib

Title: Assistant Superintendent/CBO

Telephone: 831-646-6509

E-mail: schinbedib@pgusd.org

			2020-21 Estimated Actuals			2021-22 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							% Diff Column C & F
A. REVENUES									
1) LCFF Sources	8010-8099		31,769,440.00	0.00	31,769,440.00	32,982,775.00	0.00	32,982,775.00	3.8%
2) Federal Revenue	8100-8299		50,000.00	2,113,610.00	2,163,610.00	50,000.00	791,767.00	841,767.00	-61.1%
3) Other State Revenue	8300-8599		371,010.00	3,303,167.00	3,674,177.00	353,573.00	2,061,863.00	2,415,436.00	-34.3%
4) Other Local Revenue	8600-8799		127,198.68	1,585,768.51	1,712,967.19	136,600.00	1,347,418.00	1,484,018.00	-13.4%
5) TOTAL, REVENUES			32,317,648.68	7,002,545.51	39,320,194.19	33,522,948.00	4,201,048.00	37,723,996.00	-4.1%
B. EXPENDITURES									
1) Certificated Salaries	1000-1999		14,300,313.22	3,452,881.52	17,753,194.74	14,233,226.00	3,481,899.00	17,715,125.00	-0.2%
2) Classified Salaries	2000-2999		4,309,890.40	2,242,785.29	6,552,675.69	4,401,751.00	2,152,509.00	6,554,260.00	0.0%
3) Employee Benefits	3000-3999		4,657,591.00	3,169,254.19	7,826,845.19	5,155,622.00	3,294,026.00	8,449,648.00	8.0%
4) Books and Supplies	4000-4999		529,221.66	2,983,041.45	3,512,263.11	566,872.00	452,551.00	1,019,423.00	-71.0%
5) Services and Other Operating Expenditures	5000-5999		2,116,901.32	736,742.06	2,853,643.38	2,150,376.00	517,310.00	2,667,686.00	-6.5%
6) Capital Outlay	6000-6999		26,908.00	9,000.00	35,908.00	0.00	15,000.00	15,000.00	-58.2%
7) Other Outgo (excluding Transfers of Indirect Costs)	7100-7299 7400-7499		16,746.00	114,063.00	130,809.00	9,494.00	117,308.00	126,802.00	-3.1%
8) Other Outgo - Transfers of Indirect Costs	7300-7399		(207,991.00)	131,451.00	(76,540.00)	(144,329.00)	117,909.00	(26,420.00)	-65.5%
9) TOTAL, EXPENDITURES			25,749,580.60	12,839,218.51	38,588,799.11	26,373,012.00	10,148,512.00	36,521,524.00	-5.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			6,568,068.08	(5,836,673.00)	731,395.08	7,149,936.00	(5,947,464.00)	1,202,472.00	64.4%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In	8900-8929		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out	7600-7629		822,379.44	0.00	822,379.44	118,574.00	0.00	118,574.00	-85.6%
2) Other Sources/Uses									
a) Sources	8930-8979		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses	7630-7699		0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions	8980-8999		(5,252,269.00)	5,252,269.00	0.00	(5,781,279.00)	5,781,279.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,074,648.44)	5,252,269.00	(822,379.44)	(5,899,853.00)	5,781,279.00	(118,574.00)	-85.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			493,419.64	(584,404.00)	(90,984.36)	1,250,083.00	(166,185.00)	1,083,898.00	-1291.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	4,496,235.00	916,593.00	5,412,828.00	4,989,654.64	332,189.00	5,321,843.64	-1.7%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,496,235.00	916,593.00	5,412,828.00	4,989,654.64	332,189.00	5,321,843.64	-1.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,496,235.00	916,593.00	5,412,828.00	4,989,654.64	332,189.00	5,321,843.64	-1.7%
2) Ending Balance, June 30 (E + F1e)			4,989,654.64	332,189.00	5,321,843.64	6,239,737.64	166,004.00	6,405,741.64	20.4%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	5,000.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	332,189.00	332,189.00	0.00	166,004.00	166,004.00	-50.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments		9780	3,866,096.64	0.00	3,866,096.64	5,135,534.64	0.00	5,135,534.64	32.8%
Property Tax Reserve (0.5%)	0000	9780				152,344.00		152,344.00	
Basic Aid Reserve	0000	9780				4,274,856.64		4,274,856.64	
Sick Leave Incentive Reserve	0000	9780				70,000.00		70,000.00	
Deferred Maintenance/RRM Reserve	0000	9780				342,890.00		342,890.00	
STRS/PERS Reserve	0000	9780				121,347.00		121,347.00	
Lottery Unrestricted/PG&E	1100	9780				23.00		23.00	
Basic Aid Reserve	1400	9780				174,074.00		174,074.00	
Property Tax Reserve (0.5%)	0000	9780	146,274.00		146,274.00				
Basic Aid Reserve	0000	9780	2,925,436.64		2,925,436.64				
Sick Leave Incentive Reserve	0000	9780	70,000.00		70,000.00				
Deferred Maintenance/RRM Reserve	0000	9780	382,682.00		382,682.00				
STRS/PERS Reserve	0000	9780	235,783.00		235,783.00				
Lottery Unrestricted/PG&E	1100	9780	23.00		23.00				
Basic Aid Reserve	1400	9780	105,898.00		105,898.00				

			2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,118,558.00	0.00	1,118,558.00	1,099,203.00	0.00	1,099,203.00	-1.7%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
G. ASSETS									
1) Cash									
a) in County Treasury		9110	15,559,635.20	(3,175,118.96)	12,384,516.24				
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00	0.00	0.00				
b) in Banks		9120	0.00	0.00	0.00				
c) in Revolving Cash Account		9130	5,000.00	0.00	5,000.00				
d) with Fiscal Agent/Trustee		9135	6,035,092.78	0.00	6,035,092.78				
e) Collections Awaiting Deposit		9140	0.00	0.00	0.00				
2) Investments		9150	0.00	0.00	0.00				
3) Accounts Receivable		9200	(295.00)	23,282.12	22,987.12				
4) Due from Grantor Government		9290	0.00	0.00	0.00				
5) Due from Other Funds		9310	0.00	0.00	0.00				
6) Stores		9320	0.00	0.00	0.00				
7) Prepaid Expenditures		9330	0.00	0.00	0.00				
8) Other Current Assets		9340	0.00	0.00	0.00				
9) TOTAL, ASSETS			21,599,432.98	(3,151,836.84)	18,447,596.14				
H. DEFERRED OUTFLOWS OF RESOURCES									
1) Deferred Outflows of Resources		9490	0.00	0.00	0.00				
2) TOTAL, DEFERRED OUTFLOWS			0.00	0.00	0.00				
I. LIABILITIES									
1) Accounts Payable		9500	718,810.28	0.00	718,810.28				
2) Due to Grantor Governments		9590	0.00	0.00	0.00				
3) Due to Other Funds		9610	0.00	0.00	0.00				
4) Current Loans		9640	6,023,338.20	0.00	6,023,338.20				
5) Unearned Revenue		9650	0.00	0.00	0.00				
6) TOTAL, LIABILITIES			6,742,148.48	0.00	6,742,148.48				
J. DEFERRED INFLOWS OF RESOURCES									
1) Deferred Inflows of Resources		9690	0.00	0.00	0.00				
2) TOTAL, DEFERRED INFLOWS			0.00	0.00	0.00				
K. FUND EQUITY									
Ending Fund Balance, June 30									

			2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
(G9 + H2) - (I6 + J2)			14,857,284.50	(3,151,836.84)	11,705,447.66				

			2020-21 Estimated Actuals			2021-22 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Description	Resource Codes	Object Codes							
LCFF SOURCES									
Principal Apportionment State Aid - Current Year		8011	2,505,456.00	0.00	2,505,456.00	2,505,456.00	0.00	2,505,456.00	0.0%
Education Protection Account State Aid - Current Year		8012	382,160.00	0.00	382,160.00	382,174.00	0.00	382,174.00	0.0%
State Aid - Prior Years		8019	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tax Relief Subventions Homeowners' Exemptions		8021	145,874.00	0.00	145,874.00	151,928.00	0.00	151,928.00	4.2%
Timber Yield Tax		8022	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8029	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
County & District Taxes Secured Roll Taxes		8041	27,885,833.00	0.00	27,885,833.00	29,043,095.00	0.00	29,043,095.00	4.1%
Unsecured Roll Taxes		8042	1,028,133.00	0.00	1,028,133.00	1,070,801.00	0.00	1,070,801.00	4.2%
Prior Years' Taxes		8043	194,983.00	0.00	194,983.00	203,075.00	0.00	203,075.00	4.2%
Supplemental Taxes		8044	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Education Revenue Augmentation Fund (ERAF)		8045	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds (SB 617/699/1992)		8047	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from Delinquent Taxes		8048	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Miscellaneous Funds (EC 41604) Royalties and Bonuses		8081	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other In-Lieu Taxes		8082	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Less: Non-LCFF (50%) Adjustment		8089	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Subtotal, LCFF Sources			32,142,439.00	0.00	32,142,439.00	33,356,529.00	0.00	33,356,529.00	3.8%
LCFF Transfers									
Unrestricted LCFF Transfers - Current Year	0000	8091	(358,309.00)		(358,309.00)	(358,309.00)		(358,309.00)	0.0%
All Other LCFF Transfers - Current Year	All Other	8091	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers to Charter Schools in Lieu of Property Taxes		8096	(14,690.00)	0.00	(14,690.00)	(15,445.00)	0.00	(15,445.00)	5.1%
Property Taxes Transfers		8097	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			31,769,440.00	0.00	31,769,440.00	32,982,775.00	0.00	32,982,775.00	3.8%
FEDERAL REVENUE									
Maintenance and Operations		8110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education Entitlement		8181	0.00	381,200.00	381,200.00	0.00	381,006.00	381,006.00	-0.1%
Special Education Discretionary Grants		8182	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8220	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Donated Food Commodities		8221	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Forest Reserve Funds		8260	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Flood Control Funds		8270	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Wildlife Reserve Funds		8280	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
FEMA		8281	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290		163,227.00	163,227.00		164,859.00	164,859.00	1.0%
Title I, Part D, Local Delinquent Programs	3025	8290		0.00	0.00		0.00	0.00	0.0%
Title II, Part A, Supporting Effective Instruction	4035	8290		40,130.00	40,130.00		40,531.00	40,531.00	1.0%
Title III, Part A, Immigrant Student Program	4201	8290		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Title III, Part A, English Learner									
Program	4203	8290		25,102.00	25,102.00		0.00	0.00	-100.0%
Public Charter Schools Grant									
Program (PCSGP)	4610	8290		0.00	0.00		0.00	0.00	0.0%
	3020, 3040, 3041, 3045, 3060, 3061, 3110, 3150, 3155, 3177, 3180, 3181, 3182, 3185, 4037, 4050, 4123, 4124, 4126, 4127, 4128,								
Other NCLB / Every Student Succeeds Act	5510, 5630	8290		10,000.00	10,000.00		10,000.00	10,000.00	0.0%
Career and Technical Education	3500-3599	8290		27,312.00	27,312.00		27,312.00	27,312.00	0.0%
All Other Federal Revenue	All Other	8290	50,000.00	1,466,639.00	1,516,639.00	50,000.00	168,059.00	218,059.00	-85.6%
TOTAL, FEDERAL REVENUE			50,000.00	2,113,610.00	2,163,610.00	50,000.00	791,767.00	841,767.00	-61.1%
OTHER STATE REVENUE									
Other State Apportionments									
ROC/P Entitlement									
Prior Years	6360	8319		0.00	0.00		0.00	0.00	0.0%
Special Education Master Plan									
Current Year	6500	8311		0.00	0.00		0.00	0.00	0.0%
Prior Years	6500	8319		0.00	0.00		0.00	0.00	0.0%
All Other State Apportionments - Current Year	All Other	8311	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other State Apportionments - Prior Years	All Other	8319	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Child Nutrition Programs		8520	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mandated Costs Reimbursements		8550	79,086.00	0.00	79,086.00	78,833.00	0.00	78,833.00	-0.3%
Lottery - Unrestricted and Instructional Materials		8560	291,924.00	103,032.00	394,956.00	274,740.00	91,580.00	366,320.00	-7.3%
Tax Relief Subventions									
Restricted Levies - Other									
Homeowners' Exemptions		8575	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
After School Education and Safety (ASES)	6010	8590		0.00	0.00		0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Charter School Facility Grant	6030	8590		0.00	0.00		0.00	0.00	0.0%
Drug/Alcohol/Tobacco Funds	6650, 6690, 6695	8590		0.00	0.00		0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590		0.00	0.00		0.00	0.00	0.0%
Career Technical Education Incentive Grant Program	6387	8590		166,753.00	166,753.00		59,000.00	59,000.00	-64.6%
American Indian Early Childhood Education	7210	8590		0.00	0.00		0.00	0.00	0.0%
Specialized Secondary	7370	8590		0.00	0.00		0.00	0.00	0.0%
Quality Education Investment Act	7400	8590		0.00	0.00		0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	3,033,382.00	3,033,382.00	0.00	1,911,283.00	1,911,283.00	-37.0%
TOTAL, OTHER STATE REVENUE			371,010.00	3,303,167.00	3,674,177.00	353,573.00	2,061,863.00	2,415,436.00	-34.3%

			2020-21 Estimated Actuals			2021-22 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							% Diff Column C & F
OTHER LOCAL REVENUE									
Other Local Revenue									
County and District Taxes									
Other Restricted Levies									
Secured Roll		8615	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Ad Valorem Taxes									
Parcel Taxes		8621	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Community Redevelopment Funds									
Not Subject to LCFF Deduction		8625	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Penalties and Interest from									
Delinquent Non-LCFF									
Taxes		8629	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sales									
Sale of Equipment/Supplies		8631	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Sale of Publications		8632	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Sales		8639	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Interest		8660	99,946.00	0.00	99,946.00	85,000.00	0.00	85,000.00	-15.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Fees and Contracts									
Adult Education Fees		8671	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Non-Resident Students		8672	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transportation Fees From Individuals		8675	15,000.00	0.00	15,000.00	0.00	0.00	0.00	-100.0%
Interagency Services		8677	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Mitigation/Developer Fees		8681	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Local Revenue									
Plus: Misc Funds Non-LCFF									

			2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
(50%) Adjustment		8691	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Pass-Through Revenues From Local Sources		8697	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Local Revenue		8699	12,252.68	401,871.51	414,124.19	51,600.00	308,000.00	359,600.00	-13.2%
Tuition		8710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In		8781-8783	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Apportionments									
Special Education SELPA Transfers									
From Districts or Charter Schools	6500	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6500	8792		1,183,897.00	1,183,897.00		1,039,418.00	1,039,418.00	-12.2%
From JPAs	6500	8793		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers									
From Districts or Charter Schools	6360	8791		0.00	0.00		0.00	0.00	0.0%
From County Offices	6360	8792		0.00	0.00		0.00	0.00	0.0%
From JPAs	6360	8793		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments									
From Districts or Charter Schools	All Other	8791	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From County Offices	All Other	8792	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From JPAs	All Other	8793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			127,198.68	1,585,768.51	1,712,967.19	136,600.00	1,347,418.00	1,484,018.00	-13.4%
TOTAL, REVENUES			32,317,648.68	7,002,545.51	39,320,194.19	33,522,948.00	4,201,048.00	37,723,996.00	-4.1%

			2020-21 Estimated Actuals			2021-22 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							
CERTIFICATED SALARIES									
Certificated Teachers' Salaries		1100	11,855,286.22	2,513,977.52	14,369,263.74	11,727,101.00	2,533,386.00	14,260,487.00	-0.8%
Certificated Pupil Support Salaries		1200	764,457.00	697,058.00	1,461,515.00	758,394.00	761,178.00	1,519,572.00	4.0%
Certificated Supervisors' and Administrators' Salaries		1300	1,565,444.00	241,011.00	1,806,455.00	1,626,899.00	187,335.00	1,814,234.00	0.4%
Other Certificated Salaries		1900	115,126.00	835.00	115,961.00	120,832.00	0.00	120,832.00	4.2%
TOTAL, CERTIFICATED SALARIES			14,300,313.22	3,452,881.52	17,753,194.74	14,233,226.00	3,481,899.00	17,715,125.00	-0.2%
CLASSIFIED SALARIES									
Classified Instructional Salaries		2100	708,693.00	1,279,889.00	1,988,582.00	722,585.00	1,373,671.00	2,096,256.00	5.4%
Classified Support Salaries		2200	1,290,934.00	540,082.00	1,831,016.00	1,369,566.00	538,840.00	1,908,406.00	4.2%
Classified Supervisors' and Administrators' Salaries		2300	544,120.00	0.00	544,120.00	543,682.00	0.00	543,682.00	-0.1%
Clerical, Technical and Office Salaries		2400	1,509,665.00	63,533.00	1,573,198.00	1,456,945.00	58,685.00	1,515,630.00	-3.7%
Other Classified Salaries		2900	256,478.40	359,281.29	615,759.69	308,973.00	181,313.00	490,286.00	-20.4%
TOTAL, CLASSIFIED SALARIES			4,309,890.40	2,242,785.29	6,552,675.69	4,401,751.00	2,152,509.00	6,554,260.00	0.0%
EMPLOYEE BENEFITS									
STRS		3101-3102	2,217,859.91	2,205,857.96	4,423,717.87	2,221,924.00	2,208,508.00	4,430,432.00	0.2%
PERS		3201-3202	872,362.54	459,463.77	1,331,826.31	984,564.00	489,441.00	1,474,005.00	10.7%
OASDI/Medicare/Alternative		3301-3302	478,463.23	207,131.08	685,594.31	590,609.00	226,299.00	816,908.00	19.2%
Health and Welfare Benefits		3401-3402	356,362.00	156,622.00	512,984.00	397,186.00	165,777.00	562,963.00	9.7%
Unemployment Insurance		3501-3502	9,259.95	3,231.25	12,491.20	229,348.00	69,374.00	298,722.00	2291.5%
Workers' Compensation		3601-3602	427,365.37	133,561.13	560,926.50	435,477.00	131,711.00	567,188.00	1.1%
OPEB, Allocated		3701-3702	280,800.00	0.00	280,800.00	280,800.00	0.00	280,800.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	15,118.00	3,387.00	18,505.00	15,714.00	2,916.00	18,630.00	0.7%
TOTAL, EMPLOYEE BENEFITS			4,657,591.00	3,169,254.19	7,826,845.19	5,155,622.00	3,294,026.00	8,449,648.00	8.0%
BOOKS AND SUPPLIES									
Approved Textbooks and Core Curricula Materials		4100	99,378.00	110,486.00	209,864.00	88,533.00	91,580.00	180,113.00	-14.2%
Books and Other Reference Materials		4200	11,633.00	44,063.00	55,696.00	12,093.00	0.00	12,093.00	-78.3%
Materials and Supplies		4300	399,064.66	2,715,879.45	3,114,944.11	464,746.00	342,784.00	807,530.00	-74.1%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Noncapitalized Equipment		4400	19,146.00	110,613.00	129,759.00	1,500.00	8,187.00	9,687.00	-92.5%
Food		4700	0.00	2,000.00	2,000.00	0.00	10,000.00	10,000.00	400.0%
TOTAL, BOOKS AND SUPPLIES			529,221.66	2,983,041.45	3,512,263.11	566,872.00	452,551.00	1,019,423.00	-71.0%
SERVICES AND OTHER OPERATING EXPENDITURES									
Subagreements for Services		5100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Travel and Conferences		5200	45,870.45	26,264.00	72,134.45	58,997.00	7,850.00	66,847.00	-7.3%
Dues and Memberships		5300	39,777.00	585.00	40,362.00	33,119.00	435.00	33,554.00	-16.9%
Insurance		5400 - 5450	272,784.00	0.00	272,784.00	286,422.00	0.00	286,422.00	5.0%
Operations and Housekeeping Services		5500	818,397.00	0.00	818,397.00	844,924.00	0.00	844,924.00	3.2%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	152,568.00	91,060.69	243,628.69	110,000.00	70,180.00	180,180.00	-26.0%
Transfers of Direct Costs		5710	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	710,575.87	616,130.37	1,326,706.24	717,016.00	435,600.00	1,152,616.00	-13.1%
Communications		5900	76,929.00	2,702.00	79,631.00	99,898.00	3,245.00	103,143.00	29.5%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			2,116,901.32	736,742.06	2,853,643.38	2,150,376.00	517,310.00	2,667,686.00	-6.5%

			2020-21 Estimated Actuals			2021-22 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	% Diff Column C & F
Description	Resource Codes	Object Codes							
CAPITAL OUTLAY									
Land		6100	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Equipment		6400	26,908.00	9,000.00	35,908.00	0.00	15,000.00	15,000.00	-58.2%
Equipment Replacement		6500	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			26,908.00	9,000.00	35,908.00	0.00	15,000.00	15,000.00	-58.2%
OTHER OUTGO (excluding Transfers of Indirect Costs)									
Tuition									
Tuition for Instruction Under Interdistrict Attendance Agreements		7110	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
State Special Schools		7130	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Tuition, Excess Costs, and/or Deficit Payments									
Payments to Districts or Charter Schools		7141	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Payments to County Offices		7142	16,746.00	114,063.00	130,809.00	9,494.00	117,308.00	126,802.00	-3.1%
Payments to JPAs		7143	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Transfers of Pass-Through Revenues									
To Districts or Charter Schools		7211	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Special Education SELPA Transfers of Apportionments									
To Districts or Charter Schools	6500	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6500	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6500	7223		0.00	0.00		0.00	0.00	0.0%
ROC/P Transfers of Apportionments									
To Districts or Charter Schools	6360	7221		0.00	0.00		0.00	0.00	0.0%
To County Offices	6360	7222		0.00	0.00		0.00	0.00	0.0%
To JPAs	6360	7223		0.00	0.00		0.00	0.00	0.0%
Other Transfers of Apportionments	All Other	7221-7223	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
All Other Transfers		7281-7283	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Debt Service									
Debt Service - Interest		7438	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			16,746.00	114,063.00	130,809.00	9,494.00	117,308.00	126,802.00	-3.1%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS									
Transfers of Indirect Costs		7310	(131,451.00)	131,451.00	0.00	(117,909.00)	117,909.00	0.00	0.0%
Transfers of Indirect Costs - Interfund		7350	(76,540.00)	0.00	(76,540.00)	(26,420.00)	0.00	(26,420.00)	-65.5%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			(207,991.00)	131,451.00	(76,540.00)	(144,329.00)	117,909.00	(26,420.00)	-65.5%
TOTAL, EXPENDITURES			25,749,580.60	12,839,218.51	38,588,799.11	26,373,012.00	10,148,512.00	36,521,524.00	-5.4%

			2020-21 Estimated Actuals			2021-22 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Resource Codes	Object Codes							% Diff Column C & F
INTERFUND TRANSFERS									
INTERFUND TRANSFERS IN									
From: Special Reserve Fund		8912	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
From: Bond Interest and Redemption Fund		8914	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
INTERFUND TRANSFERS OUT									
To: Child Development Fund		7611	224,866.00	0.00	224,866.00	0.00	0.00	0.00	-100.0%
To: Special Reserve Fund		7612	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
To: Cafeteria Fund		7616	263,582.00	0.00	263,582.00	76,664.00	0.00	76,664.00	-70.9%
Other Authorized Interfund Transfers Out		7619	333,931.44	0.00	333,931.44	41,910.00	0.00	41,910.00	-87.4%
(b) TOTAL, INTERFUND TRANSFERS OUT			822,379.44	0.00	822,379.44	118,574.00	0.00	118,574.00	-85.6%
OTHER SOURCES/USES									
SOURCES									
State Apportionments Emergency Apportionments		8931	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds									
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Sources									
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Long-Term Debt Proceeds									
Proceeds from Certificates of Participation		8971	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
(c) TOTAL, SOURCES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
USES									
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.00	0.00	0.00	0.00	0.0%
CONTRIBUTIONS									
Contributions from Unrestricted Revenues		8980	(5,252,269.00)	5,252,269.00	0.00	(5,781,279.00)	5,781,279.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			(5,252,269.00)	5,252,269.00	0.00	(5,781,279.00)	5,781,279.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES									
(a - b + c - d + e)			(6,074,648.44)	5,252,269.00	(822,379.44)	(5,899,853.00)	5,781,279.00	(118,574.00)	-85.6%

			2020-21 Estimated Actuals			2021-22 Budget			
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Function Codes	Object Codes							% Diff Column C & F
A. REVENUES									
1) LCFF Sources		8010-8099	31,769,440.00	0.00	31,769,440.00	32,982,775.00	0.00	32,982,775.00	3.8%
2) Federal Revenue		8100-8299	50,000.00	2,113,610.00	2,163,610.00	50,000.00	791,767.00	841,767.00	-61.1%
3) Other State Revenue		8300-8599	371,010.00	3,303,167.00	3,674,177.00	353,573.00	2,061,863.00	2,415,436.00	-34.3%
4) Other Local Revenue		8600-8799	127,198.68	1,585,768.51	1,712,967.19	136,600.00	1,347,418.00	1,484,018.00	-13.4%
5) TOTAL, REVENUES			32,317,648.68	7,002,545.51	39,320,194.19	33,522,948.00	4,201,048.00	37,723,996.00	-4.1%
B. EXPENDITURES (Objects 1000-7999)									
1) Instruction	1000-1999	Except 7600-7699	15,444,024.60	9,261,809.68	24,705,834.28	15,858,868.00	6,794,284.00	22,653,152.00	-8.3%
2) Instruction - Related Services	2000-2999		3,050,192.40	412,879.29	3,463,071.69	3,203,896.00	257,118.00	3,461,014.00	-0.1%
3) Pupil Services	3000-3999		1,393,544.60	1,563,370.79	2,956,915.39	1,359,989.00	1,754,575.00	3,114,564.00	5.3%
4) Ancillary Services	4000-4999		486,553.00	10,109.00	496,662.00	439,579.00	10,109.00	449,688.00	-9.5%
5) Community Services	5000-5999		0.00	209,966.75	209,966.75	0.00	0.00	0.00	-100.0%
6) Enterprise	6000-6999		465,100.00	0.00	465,100.00	465,100.00	0.00	465,100.00	0.0%
7) General Administration	7000-7999		2,471,352.00	196,882.00	2,668,234.00	2,488,011.00	156,503.00	2,644,514.00	-0.9%
8) Plant Services	8000-8999		2,422,068.00	1,070,138.00	3,492,206.00	2,548,075.00	1,058,615.00	3,606,690.00	3.3%
9) Other Outgo	9000-9999		16,746.00	114,063.00	130,809.00	9,494.00	117,308.00	126,802.00	-3.1%
10) TOTAL, EXPENDITURES			25,749,580.60	12,839,218.51	38,588,799.11	26,373,012.00	10,148,512.00	36,521,524.00	-5.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			6,568,068.08	(5,836,673.00)	731,395.08	7,149,936.00	(5,947,464.00)	1,202,472.00	64.4%
D. OTHER FINANCING SOURCES/USES									
1) Interfund Transfers									
a) Transfers In		8900-8929	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Transfers Out		7600-7629	822,379.44	0.00	822,379.44	118,574.00	0.00	118,574.00	-85.6%
2) Other Sources/Uses									
a) Sources		8930-8979	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
3) Contributions		8980-8999	(5,252,269.00)	5,252,269.00	0.00	(5,781,279.00)	5,781,279.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			(6,074,648.44)	5,252,269.00	(822,379.44)	(5,899,853.00)	5,781,279.00	(118,574.00)	-85.6%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			493,419.64	(584,404.00)	(90,984.36)	1,250,083.00	(166,185.00)	1,083,898.00	-1291.3%
F. FUND BALANCE, RESERVES									
1) Beginning Fund Balance									
a) As of July 1 - Unaudited		9791	4,496,235.00	916,593.00	5,412,828.00	4,989,654.64	332,189.00	5,321,843.64	-1.7%
b) Audit Adjustments		9793	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			4,496,235.00	916,593.00	5,412,828.00	4,989,654.64	332,189.00	5,321,843.64	-1.7%
d) Other Restatements		9795	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			4,496,235.00	916,593.00	5,412,828.00	4,989,654.64	332,189.00	5,321,843.64	-1.7%
2) Ending Balance, June 30 (E + F1e)			4,989,654.64	332,189.00	5,321,843.64	6,239,737.64	166,004.00	6,405,741.64	20.4%
Components of Ending Fund Balance									
a) Nonspendable									
Revolving Cash		9711	5,000.00	0.00	5,000.00	5,000.00	0.00	5,000.00	0.0%
Stores		9712	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
b) Restricted		9740	0.00	332,189.00	332,189.00	0.00	166,004.00	166,004.00	-50.0%
c) Committed									
Stabilization Arrangements		9750	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.00	0.00	0.00	0.00	0.0%
d) Assigned									
Other Assignments (by Resource/Object)		9780	3,866,096.64	0.00	3,866,096.64	5,135,534.64	0.00	5,135,534.64	32.8%
Property Tax Reserve (0.5%)	0000	9780				152,344.00		152,344.00	
Basic Aid Reserve	0000	9780				4,274,856.64		4,274,856.64	
Sick Leave Incentive Reserve	0000	9780				70,000.00		70,000.00	
Deferred Maintenance/RRM Reserve	0000	9780				342,890.00		342,890.00	
STRS/PERS Reserve	0000	9780				121,347.00		121,347.00	
Lottery Unrestricted/PG&E	1100	9780				23.00		23.00	
Certificated Salaries/STRS Reserve	1400	9780				174,074.00		174,074.00	
Property Tax Reserve (0.5%)	0000	9780	146,274.00		146,274.00				
Basic Aid Reserve	0000	9780	2,925,436.64		2,925,436.64				
Sick Leave Incentive Reserve	0000	9780	70,000.00		70,000.00				
Deferred Maintenance/RRM Reserve	0000	9780	382,682.00		382,682.00				
STRS/PERS Reserve	0000	9780	235,783.00		235,783.00				

			2020-21 Estimated Actuals			2021-22 Budget			% Diff Column C & F
			Unrestricted (A)	Restricted (B)	Total Fund col. A + B (C)	Unrestricted (D)	Restricted (E)	Total Fund col. D + E (F)	
Description	Function Codes	Object Codes							
Lottery Unrestricted/PG&E	1100	9780	23.00		23.00				
Certificated Salaries/STRS Reserve	1400	9780	105,898.00		105,898.00				
e) Unassigned/Unappropriated									
Reserve for Economic Uncertainties		9789	1,118,558.00	0.00	1,118,558.00	1,099,203.00	0.00	1,099,203.00	-1.7%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.00	0.00	0.00	0.00	0.0%

Resource	Description	2020-21		2021-22
		Estimated	Actuals	Budget
5640	Medi-Cal Billing Option	37,019.00		37,019.00
6500	Special Education	702.00		702.00
6512	Special Ed: Mental Health Services	174,410.00		0.00
7311	Classified School Employee Professional Development Block Grant	13,494.00		13,494.00
7425	Expanded Learning Opportunities (ELO) Grant	0.00		4,026.00
7510	Low-Performing Students Block Grant	105,386.00		105,386.00
8150	Ongoing & Major Maintenance Account (RMA: Education Code Secti	780.00		780.00
9010	Other Restricted Local	398.00		4,597.00
Total, Restricted Balance		332,189.00		166,004.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	264,937.00	264,937.00	0.0%
2) Federal Revenue		8100-8299	55,102.00	22,275.00	-59.6%
3) Other State Revenue		8300-8599	1,526,110.00	1,526,107.00	0.0%
4) Other Local Revenue		8600-8799	28,550.00	355,000.00	1143.4%
5) TOTAL, REVENUES			1,874,699.00	2,168,319.00	15.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	525,700.00	645,296.00	22.7%
2) Classified Salaries		2000-2999	750,355.00	868,095.00	15.7%
3) Employee Benefits		3000-3999	412,189.00	507,266.00	23.1%
4) Books and Supplies		4000-4999	310,653.34	220,625.00	-29.0%
5) Services and Other Operating Expenditures		5000-5999	83,071.66	72,867.00	-12.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	52,000.00	0.00	-100.0%
9) TOTAL, EXPENDITURES			2,133,969.00	2,314,149.00	8.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(259,270.00)	(145,830.00)	-43.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(259,270.00)	(145,830.00)	-43.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,922,960.00	1,663,690.00	-13.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,922,960.00	1,663,690.00	-13.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,922,960.00	1,663,690.00	-13.5%
2) Ending Balance, June 30 (E + F1e)			1,663,690.00	1,517,860.00	-8.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	264,858.80	264,858.80	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,398,831.20	1,253,001.20	-10.4%
Assigned for the Perpetuation of Adult Educ	0000	9780		1,253,001.20	
Reserved for the Perpetuation of Adult Educ	0000	9780	1,398,831.20		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	1,944,887.36		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	3,832.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			1,948,719.36		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			1,948,719.36		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	264,937.00	264,937.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			264,937.00	264,937.00	0.0%
FEDERAL REVENUE					
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Pass-Through Revenues from Federal Sources		8287	0.00	0.00	0.0%
Career and Technical Education	3500-3599	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	55,102.00	22,275.00	-59.6%
TOTAL, FEDERAL REVENUE			55,102.00	22,275.00	-59.6%
OTHER STATE REVENUE					
Other State Apportionments					
All Other State Apportionments - Current Year		8311	0.00	0.00	0.0%
All Other State Apportionments - Prior Years		8319	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
Adult Education Program	6391	8590	1,475,438.00	1,475,435.00	0.0%
All Other State Revenue	All Other	8590	50,672.00	50,672.00	0.0%
TOTAL, OTHER STATE REVENUE			1,526,110.00	1,526,107.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	30,000.00	New
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Adult Education Fees		8671	25,000.00	145,000.00	480.0%
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	3,550.00	180,000.00	4970.4%
Tuition		8710	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			28,550.00	355,000.00	1143.4%
TOTAL, REVENUES			1,874,699.00	2,168,319.00	15.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	379,798.00	499,394.00	31.5%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	145,902.00	145,902.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			525,700.00	645,296.00	22.7%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	258,732.00	406,705.00	57.2%
Classified Support Salaries		2200	134,770.00	116,800.00	-13.3%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	319,316.00	300,500.00	-5.9%
Other Classified Salaries		2900	37,537.00	44,090.00	17.5%
TOTAL, CLASSIFIED SALARIES			750,355.00	868,095.00	15.7%
EMPLOYEE BENEFITS					
STRS		3101-3102	138,907.00	144,819.00	4.3%
PERS		3201-3202	131,893.00	188,770.00	43.1%
OASDI/Medicare/Alternative		3301-3302	59,325.00	75,047.00	26.5%
Health and Welfare Benefits		3401-3402	49,154.00	42,623.00	-13.3%
Unemployment Insurance		3501-3502	694.00	18,670.00	2590.2%
Workers' Compensation		3601-3602	30,310.00	35,431.00	16.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	1,906.00	1,906.00	0.0%
TOTAL, EMPLOYEE BENEFITS			412,189.00	507,266.00	23.1%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	219,258.50	134,981.00	-38.4%
Noncapitalized Equipment		4400	91,394.84	85,644.00	-6.3%
TOTAL, BOOKS AND SUPPLIES			310,653.34	220,625.00	-29.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	9,679.00	10,679.00	10.3%
Dues and Memberships		5300	855.00	590.00	-31.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	708.00	708.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	60,597.66	49,438.00	-18.4%
Communications		5900	11,232.00	11,452.00	2.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			83,071.66	72,867.00	-12.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Tuition					
Tuition, Excess Costs, and/or Deficit Payments Payments to Districts or Charter Schools		7141	0.00	0.00	0.0%
Payments to County Offices		7142	0.00	0.00	0.0%
Payments to JPAs		7143	0.00	0.00	0.0%
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%

			2020-21	2021-22	Percent
Description	Resource Codes	Object Codes	Estimated Actuals	Budget	Difference
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	52,000.00	0.00	-100.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			52,000.00	0.00	-100.0%
TOTAL, EXPENDITURES			2,133,969.00	2,314,149.00	8.4%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	264,937.00	264,937.00	0.0%
2) Federal Revenue		8100-8299	55,102.00	22,275.00	-59.6%
3) Other State Revenue		8300-8599	1,526,110.00	1,526,107.00	0.0%
4) Other Local Revenue		8600-8799	28,550.00	355,000.00	1143.4%
5) TOTAL, REVENUES			1,874,699.00	2,168,319.00	15.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		1,138,871.00	1,404,986.00	23.4%
2) Instruction - Related Services	2000-2999		755,493.00	741,252.00	-1.9%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		52,000.00	0.00	-100.0%
8) Plant Services	8000-8999		187,605.00	167,911.00	-10.5%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			2,133,969.00	2,314,149.00	8.4%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(259,270.00)	(145,830.00)	-43.8%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(259,270.00)	(145,830.00)	-43.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	1,922,960.00	1,663,690.00	-13.5%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			1,922,960.00	1,663,690.00	-13.5%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			1,922,960.00	1,663,690.00	-13.5%
2) Ending Balance, June 30 (E + F1e)			1,663,690.00	1,517,860.00	-8.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	264,858.80	264,858.80	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,398,831.20	1,253,001.20	-10.4%
Assigned for the Perpetuation of Adult Educ	0000	9780		1,253,001.20	
Reserved for the Perpetuation of Adult Educ	0000	9780	1,398,831.20		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
6391	Adult Education Program	264,858.80	264,858.80
Total, Restricted Balance		264,858.80	264,858.80

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	128,838.00	128,838.00	0.0%
4) Other Local Revenue		8600-8799	0.00	350,000.00	New
5) TOTAL, REVENUES			128,838.00	478,838.00	271.7%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	63,139.00	63,115.00	0.0%
2) Classified Salaries		2000-2999	166,176.00	285,097.00	71.6%
3) Employee Benefits		3000-3999	83,071.00	130,887.00	57.6%
4) Books and Supplies		4000-4999	11,033.00	9,729.00	-11.8%
5) Services and Other Operating Expenditures		5000-5999	5,745.00	5,500.00	-4.3%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	24,540.00	26,420.00	7.7%
9) TOTAL, EXPENDITURES			353,704.00	520,748.00	47.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(224,866.00)	(41,910.00)	-81.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	224,866.00	41,910.00	-81.4%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			224,866.00	41,910.00	-81.4%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	283.00	283.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			283.00	283.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			283.00	283.00	0.0%
2) Ending Balance, June 30 (E + F1e)			283.00	283.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	283.00	283.00	0.0%
Assigned to the BASRP	0000	9780		283.00	
Reserved for State Preschool	0000	9780	283.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(121,100.05)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	44,218.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(76,882.05)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(331.42)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(331.42)		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(76,550.63)		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	0.00	0.00	0.0%
Interagency Contracts Between LEAs		8285	0.00	0.00	0.0%
Title I, Part A, Basic	3010	8290	0.00	0.00	0.0%
All Other Federal Revenue	All Other	8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	0.00	0.00	0.0%
Child Development Apportionments		8530	0.00	0.00	0.0%
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
State Preschool	6105	8590	122,899.00	122,899.00	0.0%
All Other State Revenue	All Other	8590	5,939.00	5,939.00	0.0%
TOTAL, OTHER STATE REVENUE			128,838.00	128,838.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Child Development Parent Fees		8673	0.00	350,000.00	New
Interagency Services		8677	0.00	0.00	0.0%
All Other Fees and Contracts		8689	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			0.00	350,000.00	New
TOTAL, REVENUES			128,838.00	478,838.00	271.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Teachers' Salaries		1100	63,139.00	63,115.00	0.0%
Certificated Pupil Support Salaries		1200	0.00	0.00	0.0%
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			63,139.00	63,115.00	0.0%
CLASSIFIED SALARIES					
Classified Instructional Salaries		2100	34,478.00	34,651.00	0.5%
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	131,698.00	250,446.00	90.2%
TOTAL, CLASSIFIED SALARIES			166,176.00	285,097.00	71.6%
EMPLOYEE BENEFITS					
STRS		3101-3102	15,955.00	15,624.00	-2.1%
PERS		3201-3202	35,118.00	65,318.00	86.0%
OASDI/Medicare/Alternative		3301-3302	12,013.00	20,065.00	67.0%
Health and Welfare Benefits		3401-3402	14,436.00	17,456.00	20.9%
Unemployment Insurance		3501-3502	121.00	4,288.00	3443.8%
Workers' Compensation		3601-3602	5,428.00	8,136.00	49.9%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			83,071.00	130,887.00	57.6%
BOOKS AND SUPPLIES					
Approved Textbooks and Core Curricula Materials		4100	0.00	0.00	0.0%
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	11,033.00	9,729.00	-11.8%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			11,033.00	9,729.00	-11.8%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Dues and Memberships		5300	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	5,745.00	5,500.00	-4.3%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			5,745.00	5,500.00	-4.3%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	24,540.00	26,420.00	7.7%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			24,540.00	26,420.00	7.7%
TOTAL, EXPENDITURES			353,704.00	520,748.00	47.2%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8911	224,866.00	41,910.00	-81.4%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			224,866.00	41,910.00	-81.4%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			224,866.00	41,910.00	-81.4%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	128,838.00	128,838.00	0.0%
4) Other Local Revenue		8600-8799	0.00	350,000.00	New
5) TOTAL, REVENUES			128,838.00	478,838.00	271.7%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		151,139.00	151,642.00	0.3%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		178,025.00	342,686.00	92.5%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		24,540.00	26,420.00	7.7%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			353,704.00	520,748.00	47.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(224,866.00)	(41,910.00)	-81.4%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	224,866.00	41,910.00	-81.4%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			224,866.00	41,910.00	-81.4%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			0.00	0.00	0.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	283.00	283.00	0.0%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			283.00	283.00	0.0%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			283.00	283.00	0.0%
2) Ending Balance, June 30 (E + F1e)			283.00	283.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	283.00	283.00	0.0%
Assigned to the BASRP	0000	9780		283.00	
Reserved for State Preschool	0000	9780	283.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	300,548.00	178,000.00	-40.8%
3) Other State Revenue		8300-8599	22,396.00	12,000.00	-46.4%
4) Other Local Revenue		8600-8799	2,242.00	425,000.00	18856.3%
5) TOTAL, REVENUES			325,186.00	615,000.00	89.1%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	267,456.00	288,673.00	7.9%
3) Employee Benefits		3000-3999	82,711.00	97,446.00	17.8%
4) Books and Supplies		4000-4999	181,534.00	285,000.00	57.0%
5) Services and Other Operating Expenditures		5000-5999	14,179.00	20,545.00	44.9%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			545,880.00	691,664.00	26.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(220,694.00)	(76,664.00)	-65.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	263,582.00	76,664.00	-70.9%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			263,582.00	76,664.00	-70.9%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			42,888.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,656.00	50,544.00	560.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,656.00	50,544.00	560.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,656.00	50,544.00	560.2%
2) Ending Balance, June 30 (E + F1e)			50,544.00	50,544.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	6,783.33	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	42,690.67	49,474.00	15.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	1,070.00	1,070.00	0.0%
Assigned for Catering	0000	9780		1,070.00	
Reserved for Catering/Cash in Drawers	0000	9780	1,070.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	(110,827.00)		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	6,783.33		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			(104,043.67)		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			(104,043.67)		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
Child Nutrition Programs		8220	300,548.00	178,000.00	-40.8%
Donated Food Commodities		8221	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			300,548.00	178,000.00	-40.8%
OTHER STATE REVENUE					
Child Nutrition Programs		8520	22,396.00	12,000.00	-46.4%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			22,396.00	12,000.00	-46.4%
OTHER LOCAL REVENUE					
Other Local Revenue					
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Food Service Sales		8634	2,242.00	425,000.00	18856.3%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	0.00	0.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Fees and Contracts					
Interagency Services		8677	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,242.00	425,000.00	18856.3%
TOTAL, REVENUES			325,186.00	615,000.00	89.1%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CERTIFICATED SALARIES					
Certificated Supervisors' and Administrators' Salaries		1300	0.00	0.00	0.0%
Other Certificated Salaries		1900	0.00	0.00	0.0%
TOTAL, CERTIFICATED SALARIES			0.00	0.00	0.0%
CLASSIFIED SALARIES					
Classified Support Salaries		2200	158,514.00	175,889.00	11.0%
Classified Supervisors' and Administrators' Salaries		2300	108,942.00	112,784.00	3.5%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			267,456.00	288,673.00	7.9%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	47,968.00	57,039.00	18.9%
OASDI/Medicare/Alternative		3301-3302	16,177.00	17,887.00	10.6%
Health and Welfare Benefits		3401-3402	11,266.00	11,263.00	0.0%
Unemployment Insurance		3501-3502	139.00	3,577.00	2473.4%
Workers' Compensation		3601-3602	6,266.00	6,785.00	8.3%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	895.00	895.00	0.0%
TOTAL, EMPLOYEE BENEFITS			82,711.00	97,446.00	17.8%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	21,500.00	25,000.00	16.3%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
Food		4700	160,034.00	260,000.00	62.5%
TOTAL, BOOKS AND SUPPLIES			181,534.00	285,000.00	57.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	1,200.00	New
Dues and Memberships		5300	400.00	400.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	5,189.00	5,600.00	7.9%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	7,560.00	11,535.00	52.6%
Communications		5900	1,030.00	1,810.00	75.7%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			14,179.00	20,545.00	44.9%
CAPITAL OUTLAY					
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
OTHER OUTGO - TRANSFERS OF INDIRECT COSTS					
Transfers of Indirect Costs - Interfund		7350	0.00	0.00	0.0%
TOTAL, OTHER OUTGO - TRANSFERS OF INDIRECT COSTS			0.00	0.00	0.0%
TOTAL, EXPENDITURES			545,880.00	691,664.00	26.7%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund		8916	263,582.00	76,664.00	-70.9%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			263,582.00	76,664.00	-70.9%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			263,582.00	76,664.00	-70.9%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	300,548.00	178,000.00	-40.8%
3) Other State Revenue		8300-8599	22,396.00	12,000.00	-46.4%
4) Other Local Revenue		8600-8799	2,242.00	425,000.00	18856.3%
5) TOTAL, REVENUES			325,186.00	615,000.00	89.1%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		545,880.00	691,664.00	26.7%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			545,880.00	691,664.00	26.7%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(220,694.00)	(76,664.00)	-65.3%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	263,582.00	76,664.00	-70.9%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			263,582.00	76,664.00	-70.9%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			42,888.00	0.00	-100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	7,656.00	50,544.00	560.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			7,656.00	50,544.00	560.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			7,656.00	50,544.00	560.2%
2) Ending Balance, June 30 (E + F1e)			50,544.00	50,544.00	0.0%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	6,783.33	0.00	-100.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	42,690.67	49,474.00	15.9%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	1,070.00	1,070.00	0.0%
Assigned for Catering	0000	9780		1,070.00	
Reserved for Catering/Cash in Drawers	0000	9780	1,070.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
5310	Child Nutrition: School Programs (e.g., School Lunch, School I	42,690.67	49,474.00
Total, Restricted Balance		42,690.67	49,474.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	93,372.00	93,372.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50.00	500.00	900.0%
5) TOTAL, REVENUES			93,422.00	93,872.00	0.5%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	35,000.00	25,000.00	-28.6%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			35,000.00	25,000.00	-28.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			58,422.00	68,872.00	17.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			58,422.00	68,872.00	17.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	74,715.00	133,137.00	78.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			74,715.00	133,137.00	78.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			74,715.00	133,137.00	78.2%
2) Ending Balance, June 30 (E + F1e)			133,137.00	202,009.00	51.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	133,137.00	202,009.00	51.7%
Assigned for Deferred Maintenance	0000	9780		202,009.00	
Assigned for Deferred Maintenance/RRM Re	0000	9780	133,137.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	61,799.24		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			61,799.24		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	(83.68)		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			(83.68)		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			61,882.92		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
LCFF SOURCES					
LCFF Transfers					
LCFF Transfers - Current Year		8091	93,372.00	93,372.00	0.0%
LCFF/Revenue Limit Transfers - Prior Years		8099	0.00	0.00	0.0%
TOTAL, LCFF SOURCES			93,372.00	93,372.00	0.0%
OTHER STATE REVENUE					
All Other State Revenue					
		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Interest		8660	50.00	500.00	900.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			50.00	500.00	900.0%
TOTAL, REVENUES			93,422.00	93,872.00	0.5%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	25,000.00	15,000.00	-40.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	10,000.00	10,000.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			35,000.00	25,000.00	-28.6%
CAPITAL OUTLAY					
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Debt Service					
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			35,000.00	25,000.00	-28.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Leases		8972	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	93,372.00	93,372.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	50.00	500.00	900.0%
5) TOTAL, REVENUES			93,422.00	93,872.00	0.5%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		35,000.00	25,000.00	-28.6%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			35,000.00	25,000.00	-28.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			58,422.00	68,872.00	17.9%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			58,422.00	68,872.00	17.9%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	74,715.00	133,137.00	78.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			74,715.00	133,137.00	78.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			74,715.00	133,137.00	78.2%
2) Ending Balance, June 30 (E + F1e)			133,137.00	202,009.00	51.7%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	133,137.00	202,009.00	51.7%
Assigned for Deferred Maintenance	0000	9780		202,009.00	
Assigned for Deferred Maintenance/RRM Re	0000	9780	133,137.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	25.00	50.00	100.0%
5) TOTAL, REVENUES			25.00	50.00	100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	0.00	0.00	0.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			25.00	50.00	100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			25.00	50.00	100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,182.00	6,207.00	0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,182.00	6,207.00	0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,182.00	6,207.00	0.4%
2) Ending Balance, June 30 (E + F1e)			6,207.00	6,257.00	0.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	6,207.00	6,257.00	0.8%
Assigned for Post Employment Benefits	0000	9780		6,257.00	
Assigned for Postemployment Benefits	0000	9780	6,207.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	6,256.02		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			6,256.02		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640			
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			6,256.02		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER LOCAL REVENUE					
Other Local Revenue					
Interest		8660	25.00	50.00	100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			25.00	50.00	100.0%
TOTAL, REVENUES			25.00	50.00	100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%
OTHER SOURCES/USES					
SOURCES					
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	25.00	50.00	100.0%
5) TOTAL, REVENUES			25.00	50.00	100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		0.00	0.00	0.0%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			0.00	0.00	0.0%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			25.00	50.00	100.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			25.00	50.00	100.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	6,182.00	6,207.00	0.4%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			6,182.00	6,207.00	0.4%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			6,182.00	6,207.00	0.4%
2) Ending Balance, June 30 (E + F1e)			6,207.00	6,257.00	0.8%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	6,207.00	6,257.00	0.8%
Assigned for Post Employment Benefits	0000	9780		6,257.00	
Assigned for Postemployment Benefits	0000	9780	6,207.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
Total, Restricted Balance		0.00	0.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,500.00	0.00	-100.0%
5) TOTAL, REVENUES			2,500.00	0.00	-100.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	36,544.00	New
3) Employee Benefits		3000-3999	0.00	12,473.00	New
4) Books and Supplies		4000-4999	273,568.00	298,000.00	8.9%
5) Services and Other Operating Expenditures		5000-5999	6,426,012.00	130,000.00	-98.0%
6) Capital Outlay		6000-6999	208,132.44	130,000.00	-37.5%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	0.00	0.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			6,907,712.44	607,017.00	-91.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			(6,905,212.44)	(607,017.00)	-91.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	333,931.44	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	6,189,069.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,523,000.44	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(382,212.00)	(607,017.00)	58.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,134,076.00	1,751,864.00	-17.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,134,076.00	1,751,864.00	-17.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,134,076.00	1,751,864.00	-17.9%
2) Ending Balance, June 30 (E + F1e)			1,751,864.00	1,144,847.00	-34.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,712,820.00	1,105,803.00	-35.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	39,044.00	39,044.00	0.0%
Assigned for the Technology Bond	0000	9780		39,044.00	
Assigned for the Technology Bond	0000	9780	39,044.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	7,919,997.23		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			7,919,997.23		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			7,919,997.23		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Tax Relief Subventions Restricted Levies - Other					
Homeowners' Exemptions		8575	0.00	0.00	0.0%
Other Subventions/In-Lieu Taxes		8576	0.00	0.00	0.0%
All Other State Revenue		8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue County and District Taxes					
Other Restricted Levies Secured Roll		8615	0.00	0.00	0.0%
Unsecured Roll		8616	0.00	0.00	0.0%
Prior Years' Taxes		8617	0.00	0.00	0.0%
Supplemental Taxes		8618	0.00	0.00	0.0%
Non-Ad Valorem Taxes Parcel Taxes		8621	0.00	0.00	0.0%
Other		8622	0.00	0.00	0.0%
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Penalties and Interest from Delinquent Non-LCFF Taxes		8629	0.00	0.00	0.0%
Sales Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	0.00	0.00	0.0%
Interest		8660	2,500.00	0.00	-100.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			2,500.00	0.00	-100.0%
TOTAL, REVENUES			2,500.00	0.00	-100.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	36,544.00	New
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	36,544.00	New
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	8,373.00	New
OASDI/Medicare/Alternative		3301-3302	0.00	2,796.00	New
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	450.00	New
Workers' Compensation		3601-3602	0.00	854.00	New
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	12,473.00	New
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	42,384.00	278,000.00	555.9%
Noncapitalized Equipment		4400	231,184.00	20,000.00	-91.3%
TOTAL, BOOKS AND SUPPLIES			273,568.00	298,000.00	8.9%
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	2,918.00	0.00	-100.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
Professional/Consulting Services and Operating Expenditures		5800	6,423,094.00	130,000.00	-98.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			6,426,012.00	130,000.00	-98.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	208,132.44	130,000.00	-37.5%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			208,132.44	130,000.00	-37.5%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Repayment of State School Building Fund Aid - Proceeds from Bonds		7435	0.00	0.00	0.0%
Debt Service - Interest		7438	0.00	0.00	0.0%
Other Debt Service - Principal		7439	0.00	0.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			0.00	0.00	0.0%
TOTAL, EXPENDITURES			6,907,712.44	607,017.00	-91.2%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
Other Authorized Interfund Transfers In		8919	333,931.44	0.00	-100.0%
(a) TOTAL, INTERFUND TRANSFERS IN			333,931.44	0.00	-100.0%
INTERFUND TRANSFERS OUT					
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Sale of Bonds		8951	6,189,069.00	0.00	-100.0%
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
County School Bldg Aid		8961	0.00	0.00	0.0%
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			6,189,069.00	0.00	-100.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			6,523,000.44	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	2,500.00	0.00	-100.0%
5) TOTAL, REVENUES			2,500.00	0.00	-100.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		6,907,712.44	607,017.00	-91.2%
9) Other Outgo	9000-9999	Except 7600-7699	0.00	0.00	0.0%
10) TOTAL, EXPENDITURES			6,907,712.44	607,017.00	-91.2%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			(6,905,212.44)	(607,017.00)	-91.2%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	333,931.44	0.00	-100.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	6,189,069.00	0.00	-100.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			6,523,000.44	0.00	-100.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			(382,212.00)	(607,017.00)	58.8%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	2,134,076.00	1,751,864.00	-17.9%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			2,134,076.00	1,751,864.00	-17.9%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			2,134,076.00	1,751,864.00	-17.9%
2) Ending Balance, June 30 (E + F1e)			1,751,864.00	1,144,847.00	-34.6%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	1,712,820.00	1,105,803.00	-35.4%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	39,044.00	39,044.00	0.0%
Assigned for the Technology Bond	0000	9780		39,044.00	
Assigned for the Technology Bond	0000	9780	39,044.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
9010	Other Restricted Local	1,712,820.00	1,105,803.00
Total, Restricted Balance		1,712,820.00	1,105,803.00

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	227,893.00	227,893.00	0.0%
5) TOTAL, REVENUES			227,893.00	227,893.00	0.0%
B. EXPENDITURES					
1) Certificated Salaries		1000-1999	0.00	0.00	0.0%
2) Classified Salaries		2000-2999	0.00	0.00	0.0%
3) Employee Benefits		3000-3999	0.00	0.00	0.0%
4) Books and Supplies		4000-4999	0.00	0.00	0.0%
5) Services and Other Operating Expenditures		5000-5999	20,000.00	0.00	-100.0%
6) Capital Outlay		6000-6999	0.00	0.00	0.0%
7) Other Outgo (excluding Transfers of Indirect Costs)		7100-7299, 7400-7499	117,034.00	117,036.00	0.0%
8) Other Outgo - Transfers of Indirect Costs		7300-7399	0.00	0.00	0.0%
9) TOTAL, EXPENDITURES			137,034.00	117,036.00	-14.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B9)			90,859.00	110,857.00	22.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			90,859.00	110,857.00	22.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	231,708.00	322,567.00	39.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			231,708.00	322,567.00	39.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			231,708.00	322,567.00	39.2%
2) Ending Balance, June 30 (E + F1e)			322,567.00	433,424.00	34.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments		9780	322,567.00	433,424.00	34.4%
Reserved for Capital Outlay Projects	0000	9780		433,424.00	
Assigned for Capital Outlay Projects	0000	9780	322,567.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
G. ASSETS					
1) Cash					
a) in County Treasury		9110	248,605.99		
1) Fair Value Adjustment to Cash in County Treasury		9111	0.00		
b) in Banks		9120	0.00		
c) in Revolving Cash Account		9130	0.00		
d) with Fiscal Agent/Trustee		9135	0.00		
e) Collections Awaiting Deposit		9140	0.00		
2) Investments		9150	0.00		
3) Accounts Receivable		9200	0.00		
4) Due from Grantor Government		9290	0.00		
5) Due from Other Funds		9310	0.00		
6) Stores		9320	0.00		
7) Prepaid Expenditures		9330	0.00		
8) Other Current Assets		9340	0.00		
9) TOTAL, ASSETS			248,605.99		
H. DEFERRED OUTFLOWS OF RESOURCES					
1) Deferred Outflows of Resources		9490	0.00		
2) TOTAL, DEFERRED OUTFLOWS			0.00		
I. LIABILITIES					
1) Accounts Payable		9500	0.00		
2) Due to Grantor Governments		9590	0.00		
3) Due to Other Funds		9610	0.00		
4) Current Loans		9640	0.00		
5) Unearned Revenue		9650	0.00		
6) TOTAL, LIABILITIES			0.00		
J. DEFERRED INFLOWS OF RESOURCES					
1) Deferred Inflows of Resources		9690	0.00		
2) TOTAL, DEFERRED INFLOWS			0.00		
K. FUND EQUITY					
Ending Fund Balance, June 30 (G9 + H2) - (I6 + J2)			248,605.99		

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
FEDERAL REVENUE					
FEMA		8281	0.00	0.00	0.0%
All Other Federal Revenue		8290	0.00	0.00	0.0%
TOTAL, FEDERAL REVENUE			0.00	0.00	0.0%
OTHER STATE REVENUE					
Pass-Through Revenues from State Sources		8587	0.00	0.00	0.0%
California Clean Energy Jobs Act	6230	8590	0.00	0.00	0.0%
All Other State Revenue	All Other	8590	0.00	0.00	0.0%
TOTAL, OTHER STATE REVENUE			0.00	0.00	0.0%
OTHER LOCAL REVENUE					
Other Local Revenue					
Community Redevelopment Funds Not Subject to LCFF Deduction		8625	0.00	0.00	0.0%
Sales					
Sale of Equipment/Supplies		8631	0.00	0.00	0.0%
Leases and Rentals		8650	225,893.00	225,893.00	0.0%
Interest		8660	2,000.00	2,000.00	0.0%
Net Increase (Decrease) in the Fair Value of Investments		8662	0.00	0.00	0.0%
Other Local Revenue					
All Other Local Revenue		8699	0.00	0.00	0.0%
All Other Transfers In from All Others		8799	0.00	0.00	0.0%
TOTAL, OTHER LOCAL REVENUE			227,893.00	227,893.00	0.0%
TOTAL, REVENUES			227,893.00	227,893.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
CLASSIFIED SALARIES					
Classified Support Salaries		2200	0.00	0.00	0.0%
Classified Supervisors' and Administrators' Salaries		2300	0.00	0.00	0.0%
Clerical, Technical and Office Salaries		2400	0.00	0.00	0.0%
Other Classified Salaries		2900	0.00	0.00	0.0%
TOTAL, CLASSIFIED SALARIES			0.00	0.00	0.0%
EMPLOYEE BENEFITS					
STRS		3101-3102	0.00	0.00	0.0%
PERS		3201-3202	0.00	0.00	0.0%
OASDI/Medicare/Alternative		3301-3302	0.00	0.00	0.0%
Health and Welfare Benefits		3401-3402	0.00	0.00	0.0%
Unemployment Insurance		3501-3502	0.00	0.00	0.0%
Workers' Compensation		3601-3602	0.00	0.00	0.0%
OPEB, Allocated		3701-3702	0.00	0.00	0.0%
OPEB, Active Employees		3751-3752	0.00	0.00	0.0%
Other Employee Benefits		3901-3902	0.00	0.00	0.0%
TOTAL, EMPLOYEE BENEFITS			0.00	0.00	0.0%
BOOKS AND SUPPLIES					
Books and Other Reference Materials		4200	0.00	0.00	0.0%
Materials and Supplies		4300	0.00	0.00	0.0%
Noncapitalized Equipment		4400	0.00	0.00	0.0%
TOTAL, BOOKS AND SUPPLIES			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
SERVICES AND OTHER OPERATING EXPENDITURES					
Subagreements for Services		5100	0.00	0.00	0.0%
Travel and Conferences		5200	0.00	0.00	0.0%
Insurance		5400-5450	0.00	0.00	0.0%
Operations and Housekeeping Services		5500	0.00	0.00	0.0%
Rentals, Leases, Repairs, and Noncapitalized Improvements		5600	0.00	0.00	0.0%
Transfers of Direct Costs		5710	0.00	0.00	0.0%
Transfers of Direct Costs - Interfund		5750	0.00	0.00	0.0%
Professional/Consulting Services and Operating Expenditures		5800	20,000.00	0.00	-100.0%
Communications		5900	0.00	0.00	0.0%
TOTAL, SERVICES AND OTHER OPERATING EXPENDITURES			20,000.00	0.00	-100.0%
CAPITAL OUTLAY					
Land		6100	0.00	0.00	0.0%
Land Improvements		6170	0.00	0.00	0.0%
Buildings and Improvements of Buildings		6200	0.00	0.00	0.0%
Books and Media for New School Libraries or Major Expansion of School Libraries		6300	0.00	0.00	0.0%
Equipment		6400	0.00	0.00	0.0%
Equipment Replacement		6500	0.00	0.00	0.0%
Lease Assets		6600	0.00	0.00	0.0%
TOTAL, CAPITAL OUTLAY			0.00	0.00	0.0%
OTHER OUTGO (excluding Transfers of Indirect Costs)					
Other Transfers Out					
Transfers of Pass-Through Revenues To Districts or Charter Schools		7211	0.00	0.00	0.0%
To County Offices		7212	0.00	0.00	0.0%
To JPAs		7213	0.00	0.00	0.0%
All Other Transfers Out to All Others		7299	0.00	0.00	0.0%
Debt Service					
Debt Service - Interest		7438	9,577.00	9,578.00	0.0%
Other Debt Service - Principal		7439	107,457.00	107,458.00	0.0%
TOTAL, OTHER OUTGO (excluding Transfers of Indirect Costs)			117,034.00	117,036.00	0.0%
TOTAL, EXPENDITURES			137,034.00	117,036.00	-14.6%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
INTERFUND TRANSFERS					
INTERFUND TRANSFERS IN					
From: General Fund/CSSF		8912	0.00	0.00	0.0%
Other Authorized Interfund Transfers In		8919	0.00	0.00	0.0%
(a) TOTAL, INTERFUND TRANSFERS IN			0.00	0.00	0.0%
INTERFUND TRANSFERS OUT					
To: General Fund/CSSF		7612	0.00	0.00	0.0%
To: State School Building Fund/ County School Facilities Fund		7613	0.00	0.00	0.0%
Other Authorized Interfund Transfers Out		7619	0.00	0.00	0.0%
(b) TOTAL, INTERFUND TRANSFERS OUT			0.00	0.00	0.0%

Description	Resource Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
OTHER SOURCES/USES					
SOURCES					
Proceeds					
Proceeds from Disposal of Capital Assets		8953	0.00	0.00	0.0%
Other Sources					
Transfers from Funds of Lapsed/Reorganized LEAs		8965	0.00	0.00	0.0%
Long-Term Debt Proceeds					
Proceeds from Certificates of Participation		8971	0.00	0.00	0.0%
Proceeds from Leases		8972	0.00	0.00	0.0%
Proceeds from Lease Revenue Bonds		8973	0.00	0.00	0.0%
All Other Financing Sources		8979	0.00	0.00	0.0%
(c) TOTAL, SOURCES			0.00	0.00	0.0%
USES					
Transfers of Funds from Lapsed/Reorganized LEAs		7651	0.00	0.00	0.0%
All Other Financing Uses		7699	0.00	0.00	0.0%
(d) TOTAL, USES			0.00	0.00	0.0%
CONTRIBUTIONS					
Contributions from Unrestricted Revenues		8980	0.00	0.00	0.0%
Contributions from Restricted Revenues		8990	0.00	0.00	0.0%
(e) TOTAL, CONTRIBUTIONS			0.00	0.00	0.0%
TOTAL, OTHER FINANCING SOURCES/USES (a - b + c - d + e)			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
A. REVENUES					
1) LCFF Sources		8010-8099	0.00	0.00	0.0%
2) Federal Revenue		8100-8299	0.00	0.00	0.0%
3) Other State Revenue		8300-8599	0.00	0.00	0.0%
4) Other Local Revenue		8600-8799	227,893.00	227,893.00	0.0%
5) TOTAL, REVENUES			227,893.00	227,893.00	0.0%
B. EXPENDITURES (Objects 1000-7999)					
1) Instruction	1000-1999		0.00	0.00	0.0%
2) Instruction - Related Services	2000-2999		0.00	0.00	0.0%
3) Pupil Services	3000-3999		0.00	0.00	0.0%
4) Ancillary Services	4000-4999		0.00	0.00	0.0%
5) Community Services	5000-5999		0.00	0.00	0.0%
6) Enterprise	6000-6999		0.00	0.00	0.0%
7) General Administration	7000-7999		0.00	0.00	0.0%
8) Plant Services	8000-8999		20,000.00	0.00	-100.0%
9) Other Outgo	9000-9999	Except 7600-7699	117,034.00	117,036.00	0.0%
10) TOTAL, EXPENDITURES			137,034.00	117,036.00	-14.6%
C. EXCESS (DEFICIENCY) OF REVENUES OVER EXPENDITURES BEFORE OTHER FINANCING SOURCES AND USES (A5 - B10)			90,859.00	110,857.00	22.0%
D. OTHER FINANCING SOURCES/USES					
1) Interfund Transfers					
a) Transfers In		8900-8929	0.00	0.00	0.0%
b) Transfers Out		7600-7629	0.00	0.00	0.0%
2) Other Sources/Uses					
a) Sources		8930-8979	0.00	0.00	0.0%
b) Uses		7630-7699	0.00	0.00	0.0%
3) Contributions		8980-8999	0.00	0.00	0.0%
4) TOTAL, OTHER FINANCING SOURCES/USES			0.00	0.00	0.0%

Description	Function Codes	Object Codes	2020-21 Estimated Actuals	2021-22 Budget	Percent Difference
E. NET INCREASE (DECREASE) IN FUND BALANCE (C + D4)			90,859.00	110,857.00	22.0%
F. FUND BALANCE, RESERVES					
1) Beginning Fund Balance					
a) As of July 1 - Unaudited		9791	231,708.00	322,567.00	39.2%
b) Audit Adjustments		9793	0.00	0.00	0.0%
c) As of July 1 - Audited (F1a + F1b)			231,708.00	322,567.00	39.2%
d) Other Restatements		9795	0.00	0.00	0.0%
e) Adjusted Beginning Balance (F1c + F1d)			231,708.00	322,567.00	39.2%
2) Ending Balance, June 30 (E + F1e)			322,567.00	433,424.00	34.4%
Components of Ending Fund Balance					
a) Nonspendable					
Revolving Cash		9711	0.00	0.00	0.0%
Stores		9712	0.00	0.00	0.0%
Prepaid Items		9713	0.00	0.00	0.0%
All Others		9719	0.00	0.00	0.0%
b) Restricted		9740	0.00	0.00	0.0%
c) Committed					
Stabilization Arrangements		9750	0.00	0.00	0.0%
Other Commitments (by Resource/Object)		9760	0.00	0.00	0.0%
d) Assigned					
Other Assignments (by Resource/Object)		9780	322,567.00	433,424.00	34.4%
Reserved for Capital Outlay Projects	0000	9780		433,424.00	
Assigned for Capital Outlay Projects	0000	9780	322,567.00		
e) Unassigned/Unappropriated					
Reserve for Economic Uncertainties		9789	0.00	0.00	0.0%
Unassigned/Unappropriated Amount		9790	0.00	0.00	0.0%

Resource	Description	2020-21	2021-22
		Estimated Actuals	Budget
Total, Restricted Balance		0.00	0.00

Description	2020-21 Estimated Actuals			2021-22 Budget		
	P-2 ADA	Annual ADA	Funded ADA	Estimated P-2 ADA	Estimated Annual ADA	Estimated Funded ADA
A. DISTRICT						
1. Total District Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (includes Necessary Small School ADA)	1,909.92	1,909.92	1,909.92	1,909.07	1,909.07	1,909.07
2. Total Basic Aid Choice/Court Ordered Voluntary Pupil Transfer Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)						
3. Total Basic Aid Open Enrollment Regular ADA Includes Opportunity Classes, Home & Hospital, Special Day Class, Continuation Education, Special Education NPS/LCI and Extended Year, and Community Day School (ADA not included in Line A1 above)	0.00	0.00	0.00	0.85	0.85	0.85
4. Total, District Regular ADA (Sum of Lines A1 through A3)	1,909.92	1,909.92	1,909.92	1,909.92	1,909.92	1,909.92
5. District Funded County Program ADA						
a. County Community Schools						
b. Special Education-Special Day Class	0.88	0.88	0.88	0.88	0.88	0.88
c. Special Education-NPS/LCI						
d. Special Education Extended Year						
e. Other County Operated Programs: Opportunity Schools and Full Day Opportunity Classes, Specialized Secondary Schools						
f. County School Tuition Fund (Out of State Tuition) [EC 2000 and 46380]						
g. Total, District Funded County Program ADA (Sum of Lines A5a through A5f)	0.88	0.88	0.88	0.88	0.88	0.88
6. TOTAL DISTRICT ADA (Sum of Line A4 and Line A5g)	1,910.80	1,910.80	1,910.80	1,910.80	1,910.80	1,910.80
7. Adults in Correctional Facilities						
8. Charter School ADA (Enter Charter School ADA using Tab C. Charter School ADA)						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	32,982,775.00	3.83%	34,247,641.00	2.92%	35,247,242.00
2. Federal Revenues	8100-8299	50,000.00	0.00%	50,000.00	0.00%	50,000.00
3. Other State Revenues	8300-8599	353,573.00	3.86%	367,231.00	0.07%	367,484.00
4. Other Local Revenues	8600-8799	136,600.00	0.00%	136,600.00	0.00%	136,600.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	(5,781,279.00)	9.29%	(6,318,171.00)	5.40%	(6,659,158.00)
6. Total (Sum lines A1 thru A5c)		27,741,669.00	2.67%	28,483,301.00	2.31%	29,142,168.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				14,233,226.00		14,434,474.00
b. Step & Column Adjustment				201,248.00		311,793.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	14,233,226.00	1.41%	14,434,474.00	2.16%	14,746,267.00
2. Classified Salaries						
a. Base Salaries				4,401,751.00		4,476,891.00
b. Step & Column Adjustment				75,140.00		76,008.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	4,401,751.00	1.71%	4,476,891.00	1.70%	4,552,899.00
3. Employee Benefits	3000-3999	5,155,622.00	4.08%	5,366,026.00	6.71%	5,726,133.00
4. Books and Supplies	4000-4999	566,872.00	0.50%	569,706.00	0.76%	574,055.00
5. Services and Other Operating Expenditures	5000-5999	2,150,376.00	5.51%	2,268,816.00	3.18%	2,341,064.00
6. Capital Outlay	6000-6999	0.00	0.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	9,494.00	0.00%	9,494.00	0.00%	9,494.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(144,329.00)	0.00%	(144,329.00)	0.00%	(144,329.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	118,574.00	2.61%	121,664.00	16.44%	141,664.00
b. Other Uses	7630-7699	0.00	0.00%		0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		26,491,586.00	2.31%	27,102,742.00	3.12%	27,947,247.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		1,250,083.00		1,380,559.00		1,194,921.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		4,989,654.64		6,239,737.64		7,620,296.64
2. Ending Fund Balance (Sum lines C and D1)		6,239,737.64		7,620,296.64		8,815,217.64
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	5,000.00		5,000.00		5,000.00
b. Restricted	9740					
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00				
d. Assigned	9780	5,135,534.64		6,493,746.64		7,657,379.64
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,099,203.00		1,121,550.00		1,152,838.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		6,239,737.64		7,620,296.64		8,815,217.64

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,099,203.00		1,121,550.00		1,152,838.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)		1,099,203.00		1,121,550.00		1,152,838.00
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	0.00	0.00%	0.00	0.00%	0.00
2. Federal Revenues	8100-8299	791,767.00	-20.68%	628,040.00	0.70%	632,406.00
3. Other State Revenues	8300-8599	2,061,863.00	-11.60%	1,822,593.00	1.05%	1,841,692.00
4. Other Local Revenues	8600-8799	1,347,418.00	0.00%	1,347,418.00	0.00%	1,347,418.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	5,781,279.00	9.29%	6,318,171.00	5.40%	6,659,158.00
6. Total (Sum lines A1 thru A5c)		9,982,327.00	1.34%	10,116,222.00	3.60%	10,480,674.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				3,481,899.00		3,530,533.00
b. Step & Column Adjustment				48,634.00		54,721.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	3,481,899.00	1.40%	3,530,533.00	1.55%	3,585,254.00
2. Classified Salaries						
a. Base Salaries				2,152,509.00		2,184,060.00
b. Step & Column Adjustment				31,551.00		37,672.00
c. Cost-of-Living Adjustment						
d. Other Adjustments						
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	2,152,509.00	1.47%	2,184,060.00	1.72%	2,221,732.00
3. Employee Benefits	3000-3999	3,294,026.00	1.92%	3,357,338.00	3.00%	3,458,147.00
4. Books and Supplies	4000-4999	452,551.00	0.50%	454,814.00	0.50%	457,088.00
5. Services and Other Operating Expenditures	5000-5999	517,310.00	0.57%	520,264.00	0.57%	523,236.00
6. Capital Outlay	6000-6999	15,000.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	117,308.00	0.00%	117,308.00	0.00%	117,308.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	117,909.00	0.00%	117,909.00	0.00%	117,909.00
9. Other Financing Uses						
a. Transfers Out	7600-7629	0.00	0.00%	0.00	0.00%	
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	
10. Other Adjustments (Explain in Section F below)						
11. Total (Sum lines B1 thru B10)		10,148,512.00	1.32%	10,282,226.00	1.93%	10,480,674.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		(166,185.00)		(166,004.00)		0.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		332,189.00		166,004.00		0.00
2. Ending Fund Balance (Sum lines C and D1)		166,004.00		0.00		0.00
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	0.00				
b. Restricted	9740	166,004.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750					
2. Other Commitments	9760					
d. Assigned	9780					
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789					
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		166,004.00		0.00		0.00

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
(Enter reserve projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted.)						
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750					
b. Reserve for Economic Uncertainties	9789					
c. Unassigned/Unappropriated	9790					
3. Total Available Reserves (Sum lines E1a thru E2c)						
F. ASSUMPTIONS						
Please provide below or on a separate attachment, the assumptions used to determine the projections for the first and second subsequent fiscal years. Further, please include an explanation for any significant expenditure adjustments projected in lines B1d, B2d, and B10. For additional information, please refer to the Budget Assumptions section of the SACS Financial Reporting Software User Guide.						

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
(Enter projections for subsequent years 1 and 2 in Columns C and E; current year - Column A - is extracted)						
A. REVENUES AND OTHER FINANCING SOURCES						
1. LCFF/Revenue Limit Sources	8010-8099	32,982,775.00	3.83%	34,247,641.00	2.92%	35,247,242.00
2. Federal Revenues	8100-8299	841,767.00	-19.45%	678,040.00	0.64%	682,406.00
3. Other State Revenues	8300-8599	2,415,436.00	-9.34%	2,189,824.00	0.88%	2,209,176.00
4. Other Local Revenues	8600-8799	1,484,018.00	0.00%	1,484,018.00	0.00%	1,484,018.00
5. Other Financing Sources						
a. Transfers In	8900-8929	0.00	0.00%	0.00	0.00%	0.00
b. Other Sources	8930-8979	0.00	0.00%	0.00	0.00%	0.00
c. Contributions	8980-8999	0.00	0.00%	0.00	0.00%	0.00
6. Total (Sum lines A1 thru A5c)		37,723,996.00	2.32%	38,599,523.00	2.65%	39,622,842.00
B. EXPENDITURES AND OTHER FINANCING USES						
1. Certificated Salaries						
a. Base Salaries				17,715,125.00		17,965,007.00
b. Step & Column Adjustment				249,882.00		366,514.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Certificated Salaries (Sum lines B1a thru B1d)	1000-1999	17,715,125.00	1.41%	17,965,007.00	2.04%	18,331,521.00
2. Classified Salaries						
a. Base Salaries				6,554,260.00		6,660,951.00
b. Step & Column Adjustment				106,691.00		113,680.00
c. Cost-of-Living Adjustment				0.00		0.00
d. Other Adjustments				0.00		0.00
e. Total Classified Salaries (Sum lines B2a thru B2d)	2000-2999	6,554,260.00	1.63%	6,660,951.00	1.71%	6,774,631.00
3. Employee Benefits	3000-3999	8,449,648.00	3.24%	8,723,364.00	5.28%	9,184,280.00
4. Books and Supplies	4000-4999	1,019,423.00	0.50%	1,024,520.00	0.65%	1,031,143.00
5. Services and Other Operating Expenditures	5000-5999	2,667,686.00	4.55%	2,789,080.00	2.70%	2,864,300.00
6. Capital Outlay	6000-6999	15,000.00	-100.00%	0.00	0.00%	0.00
7. Other Outgo (excluding Transfers of Indirect Costs)	7100-7299, 7400-7499	126,802.00	0.00%	126,802.00	0.00%	126,802.00
8. Other Outgo - Transfers of Indirect Costs	7300-7399	(26,420.00)	0.00%	(26,420.00)	0.00%	(26,420.00)
9. Other Financing Uses						
a. Transfers Out	7600-7629	118,574.00	2.61%	121,664.00	16.44%	141,664.00
b. Other Uses	7630-7699	0.00	0.00%	0.00	0.00%	0.00
10. Other Adjustments				0.00		0.00
11. Total (Sum lines B1 thru B10)		36,640,098.00	2.03%	37,384,968.00	2.79%	38,427,921.00
C. NET INCREASE (DECREASE) IN FUND BALANCE						
(Line A6 minus line B11)		1,083,898.00		1,214,555.00		1,194,921.00
D. FUND BALANCE						
1. Net Beginning Fund Balance (Form 01, line F1e)		5,321,843.64		6,405,741.64		7,620,296.64
2. Ending Fund Balance (Sum lines C and D1)		6,405,741.64		7,620,296.64		8,815,217.64
3. Components of Ending Fund Balance						
a. Nonspendable	9710-9719	5,000.00		5,000.00		5,000.00
b. Restricted	9740	166,004.00		0.00		0.00
c. Committed						
1. Stabilization Arrangements	9750	0.00		0.00		0.00
2. Other Commitments	9760	0.00		0.00		0.00
d. Assigned	9780	5,135,534.64		6,493,746.64		7,657,379.64
e. Unassigned/Unappropriated						
1. Reserve for Economic Uncertainties	9789	1,099,203.00		1,121,550.00		1,152,838.00
2. Unassigned/Unappropriated	9790	0.00		0.00		0.00
f. Total Components of Ending Fund Balance						
(Line D3f must agree with line D2)		6,405,741.64		7,620,296.64		8,815,217.64

Description	Object Codes	2021-22 Budget (Form 01) (A)	% Change (Cols. C-A/A) (B)	2022-23 Projection (C)	% Change (Cols. E-C/C) (D)	2023-24 Projection (E)
E. AVAILABLE RESERVES						
1. General Fund						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	1,099,203.00		1,121,550.00		1,152,838.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
d. Negative Restricted Ending Balances (Negative resources 2000-9999)	979Z			0.00		0.00
2. Special Reserve Fund - Noncapital Outlay (Fund 17)						
a. Stabilization Arrangements	9750	0.00		0.00		0.00
b. Reserve for Economic Uncertainties	9789	0.00		0.00		0.00
c. Unassigned/Unappropriated	9790	0.00		0.00		0.00
3. Total Available Reserves - by Amount (Sum lines E1a thru E2c)		1,099,203.00		1,121,550.00		1,152,838.00
4. Total Available Reserves - by Percent (Line E3 divided by Line F3c)		3.00%		3.00%		3.00%
F. RECOMMENDED RESERVES						
1. Special Education Pass-through Exclusions						
For districts that serve as the administrative unit (AU) of a special education local plan area (SELPA):						
a. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?	Yes					
b. If you are the SELPA AU and are excluding special education pass-through funds:						
1. Enter the name(s) of the SELPA(s):						
2. Special education pass-through funds (Column A: Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223; enter projections for subsequent years 1 and 2 in Columns C and E)		0.00		0.00		0.00
2. District ADA						
Used to determine the reserve standard percentage level on line F3d (Col. A: Form A, Estimated P-2 ADA column, Lines A4 and C4; enter projections)		1,909.92		1,874.41		1,874.41
3. Calculating the Reserves						
a. Expenditures and Other Financing Uses (Line B11)		36,640,098.00		37,384,968.00		38,427,921.00
b. Plus: Special Education Pass-through Funds (Line F1b2, if Line F1a is No)		0.00		0.00		0.00
c. Total Expenditures and Other Financing Uses (Line F3a plus line F3b)		36,640,098.00		37,384,968.00		38,427,921.00
d. Reserve Standard Percentage Level (Refer to Form 01CS, Criterion 10 for calculation details)		3%		3%		3%
e. Reserve Standard - By Percent (Line F3c times F3d)		1,099,202.94		1,121,549.04		1,152,837.63
f. Reserve Standard - By Amount (Refer to Form 01CS, Criterion 10 for calculation details)		0.00		0.00		0.00
g. Reserve Standard (Greater of Line F3e or F3f)		1,099,202.94		1,121,549.04		1,152,837.63
h. Available Reserves (Line E3) Meet Reserve Standard (Line F3g)		YES		YES		YES

Description	Direct Costs - Interfund Transfers In 5750	Transfers Out 5750	Indirect Costs - Interfund Transfers In 7350	Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(76,540.00)				
Other Sources/Uses Detail					0.00	822,379.44	0.00	0.00
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	52,000.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	24,540.00	0.00				
Other Sources/Uses Detail					224,866.00	0.00		
Fund Reconciliation							0.00	0.00
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					263,582.00	0.00		
Fund Reconciliation							0.00	0.00
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					333,931.44	0.00		
Fund Reconciliation							0.00	0.00
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation							0.00	0.00

Description	Direct Costs - Transfers In 5750	Interfund Transfers Out 5750	Indirect Costs - Transfers In 7350	Interfund Transfers Out 7350	Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation							0.00	0.00
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation							0.00	0.00
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail							0.00	0.00
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation							0.00	0.00
TOTALS	0.00	0.00	76,540.00	(76,540.00)	822,379.44	822,379.44	0.00	0.00

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund Transfers In 8900-8929	Interfund Transfers Out 7600-7629	Due From Other Funds 9310	Due To Other Funds 9610
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350				
01 GENERAL FUND								
Expenditure Detail	0.00	0.00	0.00	(26,420.00)				
Other Sources/Uses Detail					0.00	118,574.00		
Fund Reconciliation								
08 STUDENT ACTIVITY SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
09 CHARTER SCHOOLS SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
10 SPECIAL EDUCATION PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
11 ADULT EDUCATION FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
12 CHILD DEVELOPMENT FUND								
Expenditure Detail	0.00	0.00	26,420.00	0.00				
Other Sources/Uses Detail					41,910.00	0.00		
Fund Reconciliation								
13 CAFETERIA SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					76,664.00	0.00		
Fund Reconciliation								
14 DEFERRED MAINTENANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
15 PUPIL TRANSPORTATION EQUIPMENT FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
17 SPECIAL RESERVE FUND FOR OTHER THAN CAPITAL OUTLAY								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
18 SCHOOL BUS EMISSIONS REDUCTION FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
19 FOUNDATION SPECIAL REVENUE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								
20 SPECIAL RESERVE FUND FOR POSTEMPLOYMENT BENEFITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
21 BUILDING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
25 CAPITAL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
30 STATE SCHOOL BUILDING LEASE/PURCHASE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
35 COUNTY SCHOOL FACILITIES FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
40 SPECIAL RESERVE FUND FOR CAPITAL OUTLAY PROJECTS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
49 CAP PROJ FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
51 BOND INTEREST AND REDEMPTION FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
52 DEBT SVC FUND FOR BLENDED COMPONENT UNITS								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
53 TAX OVERRIDE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
56 DEBT SERVICE FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
57 FOUNDATION PERMANENT FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail						0.00		
Fund Reconciliation								

Description	Direct Costs - Interfund		Indirect Costs - Interfund		Interfund	Interfund	Due From	Due To
	Transfers In 5750	Transfers Out 5750	Transfers In 7350	Transfers Out 7350	Transfers In 8900-8929	Transfers Out 7600-7629	Other Funds 9310	Other Funds 9610
61 CAFETERIA ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
62 CHARTER SCHOOLS ENTERPRISE FUND								
Expenditure Detail	0.00	0.00	0.00	0.00				
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
63 OTHER ENTERPRISE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
66 WAREHOUSE REVOLVING FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
67 SELF-INSURANCE FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00	0.00		
Fund Reconciliation								
71 RETIREE BENEFIT FUND								
Expenditure Detail								
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
73 FOUNDATION PRIVATE-PURPOSE TRUST FUND								
Expenditure Detail	0.00	0.00						
Other Sources/Uses Detail					0.00			
Fund Reconciliation								
76 WARRANT/PASS-THROUGH FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
95 STUDENT BODY FUND								
Expenditure Detail								
Other Sources/Uses Detail								
Fund Reconciliation								
TOTALS	0.00	0.00	26,420.00	(26,420.00)	118,574.00	118,574.00		

Provide methodology and assumptions used to estimate ADA, enrollment, revenues, expenditures, reserves and fund balance, and multiyear commitments (including cost-of-living adjustments).

Deviations from the standards must be explained and may affect the approval of the budget.

CRITERIA AND STANDARDS

1. CRITERION: Average Daily Attendance

STANDARD: Funded average daily attendance (ADA) has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA
3.0%	0 to 300
2.0%	301 to 1,000
1.0%	1,001 and over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's ADA Standard Percentage Level:

1A. Calculating the District's ADA Variances

DATA ENTRY: For the Third, Second, and First Prior Years, enter Estimated Funded ADA in the Original Budget Funded ADA column; enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the Third, Second, and First Prior Years. All other data are extracted.

Fiscal Year	Original Budget Funded ADA (Form A, Lines A4 and C4)	Estimated/Unaudited Actuals Funded ADA (Form A, Lines A4 and C4)	ADA Variance Level (If Budget is greater than Actuals, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	1,981	1,909		
Charter School				
Total ADA	1,981	1,909	3.6%	Not Met
Second Prior Year (2019-20)				
District Regular	1,928	1,910		
Charter School				
Total ADA	1,928	1,910	0.9%	Met
First Prior Year (2020-21)				
District Regular	1,911	1,910		
Charter School		0		
Total ADA	1,911	1,910	0.1%	Met
Budget Year (2021-22)				
District Regular	1,910			
Charter School	0			
Total ADA	1,910			

1B. Comparison of District ADA to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

1a. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for the first prior year.

Explanation:
(required if NOT met)

1b. STANDARD MET - Funded ADA has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

2. CRITERION: Enrollment

STANDARD: Projected enrollment has not been overestimated in 1) the first prior fiscal year OR in 2) two or more of the previous three fiscal years by more than the following percentage levels:

Percentage Level	District ADA		
3.0%	0	to	300
2.0%	301	to	1,000
1.0%	1,001	and	over

District ADA (Form A, Estimated P-2 ADA column, lines A4 and C4):

District's Enrollment Standard Percentage Level:

2A. Calculating the District's Enrollment Variances

DATA ENTRY: Enter data in the Enrollment, Budget, column for all fiscal years and in the Enrollment, CBEDS Actual column for the First Prior Year; all other data are extracted or calculated. CBEDS Actual enrollment data preloaded in the District Regular lines will include both District Regular and Charter School enrollment. Districts will need to adjust the District Regular enrollment lines and the Charter School enrollment lines accordingly. Enter district regular enrollment and charter school enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	Budget	Enrollment CBEDS Actual	Enrollment Variance Level (If Budget is greater than Actual, else N/A)	Status
Third Prior Year (2018-19)				
District Regular	2,094	2,035		
Charter School				
Total Enrollment	2,094	2,035	2.8%	Not Met
Second Prior Year (2019-20)				
District Regular	2,055	1,988		
Charter School				
Total Enrollment	2,055	1,988	3.3%	Not Met
First Prior Year (2020-21)				
District Regular	1,968	1,899		
Charter School				
Total Enrollment	1,968	1,899	3.5%	Not Met
Budget Year (2021-22)				
District Regular	1,928			
Charter School				
Total Enrollment	1,928			

2B. Comparison of District Enrollment to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD NOT MET - Enrollment was estimated above the standard for the first prior year. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

The District has been experiencing declining enrollment over the years. Being a Basic Aid School District, declining enrollment does not hurt the District fiscally. Home prices in Pacific Grove have not been encouraging for families with kids to purchase.

- 1b. STANDARD NOT MET - Enrollment was estimated above the standard for two or more of the previous three years. Provide reasons for the overestimate, a description of the methods and assumptions used in projecting enrollment, and what changes will be made to improve the accuracy of projections in this area.

Explanation:
(required if NOT met)

Beginning at the end of 2019-20, the Pandemic resulted in a continued loss of enrollment due to Distance Learning. As we got deeper into the Pandemic, due to Distance Learning, the District felt that they would be able to sustain current enrollment when the pandemic is over.

3. CRITERION: ADA to Enrollment

STANDARD: Projected second period (P-2) average daily attendance (ADA) to enrollment ratio for any of the budget year or two subsequent fiscal years has not increased from the historical average ratio from the three prior fiscal years by more than one half of one percent (0.5%).

3A. Calculating the District's ADA to Enrollment Standard

DATA ENTRY: All data are extracted or calculated. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund, only, for all fiscal years.

Fiscal Year	P-2 ADA Estimated/Unaudited Actuals (Form A, Lines A4 and C4)	Enrollment CBEDS Actual (Criterion 2, Item 2A)	Historical Ratio of ADA to Enrollment
Third Prior Year (2018-19)			
District Regular	1,909	2,035	
Charter School		0	
Total ADA/Enrollment	1,909	2,035	93.8%
Second Prior Year (2019-20)			
District Regular	1,910	1,988	
Charter School			
Total ADA/Enrollment	1,910	1,988	96.1%
First Prior Year (2020-21)			
District Regular	1,910	1,899	
Charter School	0		
Total ADA/Enrollment	1,910	1,899	100.6%
Historical Average Ratio:			96.8%
District's ADA to Enrollment Standard (historical average ratio plus 0.5%):			97.3%

3B. Calculating the District's Projected Ratio of ADA to Enrollment

DATA ENTRY: Enter data in the Estimated P-2 ADA column for the two subsequent years. Enter data in the Enrollment column for the two subsequent years. Data should reflect district regular and charter school ADA/enrollment corresponding to financial data reported in the General Fund only, for all fiscal years. All other data are extracted or calculated.

Fiscal Year	Estimated P-2 ADA Budget (Form A, Lines A4 and C4)	Enrollment Budget/Projected (Criterion 2, Item 2A)	Ratio of ADA to Enrollment	Status
Budget Year (2021-22)				
District Regular	1,910	1,928		
Charter School	0			
Total ADA/Enrollment	1,910	1,928	99.1%	Not Met
1st Subsequent Year (2022-23)				
District Regular	1,910	1,928		
Charter School				
Total ADA/Enrollment	1,910	1,928	99.1%	Not Met
2nd Subsequent Year (2023-24)				
District Regular	1,910	1,928		
Charter School				
Total ADA/Enrollment	1,910	1,928	99.1%	Not Met

3C. Comparison of District ADA to Enrollment Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. **STANDARD NOT MET** - Projected P-2 ADA to enrollment ratio is above the standard for one or more of the budget or two subsequent fiscal years. Provide reasons why the projected ratio exceeds the district's historical average ratio by more than 0.5%.

Explanation:
(required if NOT met)

The District expects enrollment to increase as the pandemic comes to an end. The ADA is based on current year funded ADA which puts us higher than the average ratio. This is a Basic Aid District and the ADA ratio does not effect the District Fiscally.

4. CRITERION: LCFF Revenue

STANDARD: Projected local control funding formula (LCFF) revenue for any of the budget year or two subsequent fiscal years has not changed from the prior fiscal year by more than the change in population, plus the district's gap funding or cost-of-living adjustment (COLA)¹ and its economic recovery target payment, plus or minus one percent.

For basic aid districts, projected LCFF revenue has not changed from the prior fiscal year by more than the percent change in property tax revenues plus or minus one percent.

For districts funded by necessary small school formulas, projected LCFF revenue has not changed from the prior fiscal year amount by more than the district's gap funding or COLA¹ and its economic recovery target payment, plus or minus one percent.

¹ Districts that are already at or above their LCFF target funding as described in Education Code Section 42238.03(d) receive no gap funding. These districts have a COLA applied to their LCFF target, but their year-over-year revenue increase might be less than the statutory COLA due to certain local factors and components of the funding formula.

4A. District's LCFF Revenue Standard

Indicate which standard applies:

LCFF Revenue

Basic Aid

Necessary Small School

The District must select which LCFF revenue standard applies.

LCFF Revenue Standard selected: Basic Aid

4A1. Calculating the District's LCFF Revenue Standard

DATA ENTRY: Enter data in Step 1a for the two subsequent fiscal years. All other data is extracted or calculated. Enter data for Steps 2a through 2b1. All other data is calculated.

Note: Due to the full implementation of LCFF, gap funding and the economic recovery target increment payment amounts are no longer applicable.

Projected LCFF Revenue

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Step 1 - Change in Population				
a. ADA (Funded) (Form A, lines A6 and C4)	1,910.80	1,910.80	1,910.00	1,910.00
b. Prior Year ADA (Funded)		1,910.80	1,910.80	1,910.00
c. Difference (Step 1a minus Step 1b)		0.00	(0.80)	0.00
d. Percent Change Due to Population (Step 1c divided by Step 1b)		0.00%	-0.04%	0.00%
Step 2 - Change in Funding Level				
a. Prior Year LCFF Funding		32,115,736.00	33,341,084.00	34,111,996.00
b1. COLA percentage		5.07%	2.48%	3.11%
b2. COLA amount (proxy for purposes of this criterion)		1,628,267.82	826,858.88	1,060,883.08
c. Percent Change Due to Funding Level (Step 2b2 divided by Step 2a)		5.07%	2.48%	3.11%
Step 3 - Total Change in Population and Funding Level (Step 1d plus Step 2c)				
		5.07%	2.44%	3.11%
LCFF Revenue Standard (Step 3, plus/minus 1%):		N/A	N/A	N/A

4A2. Alternate LCFF Revenue Standard - Basic Aid

DATA ENTRY: If applicable to your district, input data in the 1st and 2nd Subsequent Year columns for projected local property taxes; all other data are extracted or calculated.

Basic Aid District Projected LCFF Revenue

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Projected Local Property Taxes (Form 01, Objects 8021 - 8089)	29,254,823.00	30,468,899.00	31,232,303.00	32,169,272.00
Percent Change from Previous Year		4.15%	2.51%	3.00%
Basic Aid Standard (percent change from previous year, plus/minus 1%):		3.15% to 5.15%	1.51% to 3.51%	2.00% to 4.00%

4A3. Alternate LCFF Revenue Standard - Necessary Small School

DATA ENTRY: All data are extracted or calculated.

Necessary Small School District Projected LCFF Revenue

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Necessary Small School Standard (COLA Step 2c, plus/minus 1%):	N/A	N/A	N/A

4B. Calculating the District's Projected Change in LCFF Revenue

DATA ENTRY: Enter data in the 1st and 2nd Subsequent Year columns for LCFF Revenue; all other data are extracted or calculated.

	Prior Year (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
LCFF Revenue (Fund 01, Objects 8011, 8012, 8020-8089)	32,142,439.00	33,356,529.00	34,104,895.00	35,041,864.00
District's Projected Change in LCFF Revenue:		3.78%	2.24%	2.75%
Basic Aid Standard:		3.15% to 5.15%	1.51% to 3.51%	2.00% to 4.00%
Status:		Met	Met	Met

4C. Comparison of District LCFF Revenue to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected change in LCFF revenue has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

5. CRITERION: Salaries and Benefits

STANDARD: Projected ratio of total unrestricted salaries and benefits to total unrestricted general fund expenditures for any of the budget year or two subsequent fiscal years has not changed from the historical average ratio from the three prior fiscal years by more than the greater of three percent or the district's required reserves percentage.

5A. Calculating the District's Historical Average Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Estimated/Unaudited Actuals - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures
	Salaries and Benefits (Form 01, Objects 1000-3999)	Total Expenditures (Form 01, Objects 1000-7499)	
Third Prior Year (2018-19)	22,818,975.52	25,151,006.52	90.7%
Second Prior Year (2019-20)	22,885,939.79	25,056,056.43	91.3%
First Prior Year (2020-21)	23,267,794.62	25,749,580.60	90.4%
	Historical Average Ratio:		90.8%

District's Reserve Standard Percentage (Criterion 10B, Line 4): District's Salaries and Benefits Standard (historical average ratio, plus/minus the greater of 3% or the district's reserve standard percentage):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
	3.0%	3.0%	3.0%
	87.8% to 93.8%	87.8% to 93.8%	87.8% to 93.8%

5B. Calculating the District's Projected Ratio of Unrestricted Salaries and Benefits to Total Unrestricted General Fund Expenditures

DATA ENTRY: If Form MYP exists, Unrestricted Salaries and Benefits, and Total Unrestricted Expenditures data for the 1st and 2nd Subsequent Years will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Fiscal Year	Budget - Unrestricted (Resources 0000-1999)		Ratio of Unrestricted Salaries and Benefits to Total Unrestricted Expenditures	Status
	Salaries and Benefits (Form 01, Objects 1000-3999) (Form MYP, Lines B1-B3)	Total Expenditures (Form 01, Objects 1000-7499) (Form MYP, Lines B1-B8, B10)		
Budget Year (2021-22)	23,790,599.00	26,373,012.00	90.2%	Met
1st Subsequent Year (2022-23)	24,277,391.00	26,931,078.00	90.1%	Met
2nd Subsequent Year (2023-24)	25,008,632.00	27,737,166.00	90.2%	Met

5C. Comparison of District Salaries and Benefits Ratio to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Ratio of total unrestricted salaries and benefits to total unrestricted expenditures has met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

6. CRITERION: Other Revenues and Expenditures

STANDARD: Projected operating revenues (including federal, other state, and other local) or expenditures (including books and supplies, and services and other operating), for any of the budget year or two subsequent fiscal years, have not changed from the prior fiscal year amount by more than the percentage change in population and the funded cost-of-living adjustment (COLA) plus or minus ten percent.

For each major object category, changes that exceed the percentage change in population and the funded COLA plus or minus five percent must be explained.

6A. Calculating the District's Other Revenues and Expenditures Standard Percentage Ranges

DATA ENTRY: All data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. District's Change in Population and Funding Level (Criterion 4A1, Step 3):	5.07%	2.44%	3.11%
2. District's Other Revenues and Expenditures Standard Percentage Range (Line 1, plus/minus 10%):	-4.93% to 15.07%	-7.56% to 12.44%	-6.89% to 13.11%
3. District's Other Revenues and Expenditures Explanation Percentage Range (Line 1, plus/minus 5%):	.07% to 10.07%	-2.56% to 7.44%	-1.89% to 8.11%

6B. Calculating the District's Change by Major Object Category and Comparison to the Explanation Percentage Range (Section 6A, Line 3)

DATA ENTRY: If Form MYP exists, the 1st and 2nd Subsequent Year data for each revenue and expenditure section will be extracted; if not, enter data for the two subsequent years. All other data are extracted or calculated.

Explanations must be entered for each category if the percent change for any year exceeds the district's explanation percentage range.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Change Is Outside Explanation Range
Federal Revenue (Fund 01, Objects 8100-8299) (Form MYP, Line A2)			
First Prior Year (2020-21)	2,163,610.00		
Budget Year (2021-22)	841,767.00	-61.09%	Yes
1st Subsequent Year (2022-23)	678,040.00	-19.45%	Yes
2nd Subsequent Year (2023-24)	687,406.00	1.38%	No

Explanation:
(required if Yes)

Federal Funding is reduced due to the ESSER I, ESSER II, and GEER Funds that are one time only in 2020-21. New ESEER III funds have not been budgeted since the district does not have a Resource code. New ESSER III funds have not been budgeted because the District has not been provided a Resource code yet.

Other State Revenue (Fund 01, Objects 8300-8599) (Form MYP, Line A3)			
First Prior Year (2020-21)	3,674,177.00		
Budget Year (2021-22)	2,415,436.00	-34.26%	Yes
1st Subsequent Year (2022-23)	2,189,824.00	-9.34%	Yes
2nd Subsequent Year (2023-24)	2,209,176.00	0.88%	No

Explanation:
(required if Yes)

State Funding is also reduced in the first out years due to the Pandemic and receipts of one time funds in 2020-21 which are not expected in the out years.

Other Local Revenue (Fund 01, Objects 8600-8799) (Form MYP, Line A4)			
First Prior Year (2020-21)	1,712,967.19		
Budget Year (2021-22)	1,484,018.00	-13.37%	Yes
1st Subsequent Year (2022-23)	1,484,018.00	0.00%	No
2nd Subsequent Year (2023-24)	1,484,018.00	0.00%	No

Explanation:
(required if Yes)

District is being conservative in the Other Local Revenue for 2021-22 due to the possible loss of other fees.

Books and Supplies (Fund 01, Objects 4000-4999) (Form MYP, Line B4)			
First Prior Year (2020-21)	3,512,263.11		
Budget Year (2021-22)	1,019,423.00	-70.98%	Yes
1st Subsequent Year (2022-23)	1,024,520.00	0.50%	No
2nd Subsequent Year (2023-24)	1,029,643.00	0.50%	No

Explanation:
(required if Yes)

District must reduce expenses due to the reduction of one time funding for Distance Learning and Learning Loss. District will adjust expenses correspondingly in relation to the expiration of one time funds for Distance Learning.

Services and Other Operating Expenditures (Fund 01, Objects 5000-5999) (Form MYP, Line B5)

First Prior Year (2020-21)	2,853,643.38		
Budget Year (2021-22)	2,667,686.00	-6.52%	Yes
1st Subsequent Year (2022-23)	2,739,080.00	2.68%	No
2nd Subsequent Year (2023-24)	2,814,050.00	2.74%	No

Explanation:
(required if Yes)

District is reducing other operating expenses - again due to the loss of one time funding.

6C. Calculating the District's Change in Total Operating Revenues and Expenditures (Section 6A, Line 2)

DATA ENTRY: All data are extracted or calculated.

Object Range / Fiscal Year	Amount	Percent Change Over Previous Year	Status
Total Federal, Other State, and Other Local Revenue (Criterion 6B)			
First Prior Year (2020-21)	7,550,754.19		
Budget Year (2021-22)	4,741,221.00	-37.21%	Not Met
1st Subsequent Year (2022-23)	4,351,882.00	-8.21%	Not Met
2nd Subsequent Year (2023-24)	4,380,600.00	0.66%	Met
Total Books and Supplies, and Services and Other Operating Expenditures (Criterion 6B)			
First Prior Year (2020-21)	6,365,906.49		
Budget Year (2021-22)	3,687,109.00	-42.08%	Not Met
1st Subsequent Year (2022-23)	3,763,600.00	2.07%	Met
2nd Subsequent Year (2023-24)	3,843,693.00	2.13%	Met

6D. Comparison of District Total Operating Revenues and Expenditures to the Standard Percentage Range

DATA ENTRY: Explanations are linked from Section 6B if the status in Section 6C is not met; no entry is allowed below.

- 1a. STANDARD NOT MET - Projected total operating revenues have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating revenues within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Federal Revenue
(linked from 6B
if NOT met)

Federal Funding is reduced due to the ESSER I, ESSER II, and GEER Funds that are one time only in 2020-21. New ESEER III funds have not been budgeted since the district does not have a Resource code. New ESSER III funds have not been budgeted because the District has not been provided a Resource code yet.

Explanation:

Other State Revenue
(linked from 6B
if NOT met)

State Funding is also reduced in the first out years due to the Pandemic and receipts of one time funds in 2020-21 which are not expected in the out years.

Explanation:

Other Local Revenue
(linked from 6B
if NOT met)

District is being conservative in the Other Local Revenue for 2021-22 due to the possible loss of other fees.

- 1b. STANDARD NOT MET - Projected total operating expenditures have changed by more than the standard in one or more of the budget or two subsequent fiscal years. Reasons for the projected change, descriptions of the methods and assumptions used in the projections, and what changes, if any, will be made to bring the projected operating expenditures within the standard must be entered in Section 6A above and will also display in the explanation box below.

Explanation:

Books and Supplies
(linked from 6B
if NOT met)

District must reduce expenses due to the reduction of one time funding for Distance Learning and Learning Loss. District will adjust expenses correspondingly in relation to the expiration of one time funds for Distance Learning.

Explanation:

Services and Other Exps
(linked from 6B
if NOT met)

District is reducing other operating expenses - again due to the loss of one time funding.

7. CRITERION: Facilities Maintenance

STANDARD: Confirm that the annual contribution for facilities maintenance funding is not less than the amount required pursuant to Education Code Section 17070.75, if applicable, and that the district is providing adequately to preserve the functionality of its facilities for their normal life in accordance with Education Code sections 52060(d)(1) and 17002(d)(1).

Determining the District's Compliance with the Contribution Requirement for EC Section 17070.75 - Ongoing and Major Maintenance/Restricted Maintenance Account (OMMA/RMA)

NOTE: EC Section 17070.75 requires the district to deposit into the account a minimum amount equal to or greater than three percent of the total general fund expenditures and other financing uses for that fiscal year. Per SB 98 and SB 820 of 2020, resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690 are excluded from the total general fund expenditures calculation.

DATA ENTRY: Click the appropriate Yes or No button for special education local plan area (SELPA) administrative units (AUs); all other data are extracted or calculated. If standard is not met, enter an X in the appropriate box and enter an explanation, if applicable.

1. a. For districts that are the AU of a SELPA, do you choose to exclude revenues that are passed through to participating members of the SELPA from the OMMA/RMA required minimum contribution calculation?

Yes

- b. Pass-through revenues and apportionments that may be excluded from the OMMA/RMA calculation per EC Section 17070.75(b)(2)(D) (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)

0.00

2. Ongoing and Major Maintenance/Restricted Maintenance Account

- a. Budgeted Expenditures and Other Financing Uses (Form 01, objects 1000-7999, exclude resources 3210, 3215, 3220, 5316, 7027, 7420, and 7690)

34,921,120.00

- b. Plus: Pass-through Revenues and Apportionments (Line 1b, if line 1a is No)

3% Required
Minimum Contribution
(Line 2c times 3%)

Budgeted Contribution¹
to the Ongoing and Major
Maintenance Account

Status

- c. Net Budgeted Expenditures and Other Financing Uses

34,921,120.00

1,047,633.60

1,056,313.00

Met

¹ Fund 01, Resource 8150, Objects 8900-8999

If standard is not met, enter an X in the box that best describes why the minimum required contribution was not made:

☐
☐
☐

Not applicable (district does not participate in the Leroy F. Greene School Facilities Act of 1998)
Exempt (due to district's small size [EC Section 17070.75 (b)(2)(E)])
Other (explanation must be provided)

Explanation:

(required if NOT met
and Other is marked)

8. CRITERION: Deficit Spending

STANDARD: Unrestricted deficit spending (total unrestricted expenditures and other financing uses is greater than total unrestricted revenues and other financing sources) as a percentage of total unrestricted expenditures and other financing uses, has not exceeded one-third of the district's available reserves¹ as a percentage of total expenditures and other financing uses² in two out of three prior fiscal years.

8A. Calculating the District's Deficit Spending Standard Percentage Levels

DATA ENTRY: All data are extracted or calculated.

	Third Prior Year (2018-19)	Second Prior Year (2019-20)	First Prior Year (2020-21)
1. District's Available Reserve Amounts (resources 0000-1999)			
a. Stabilization Arrangements (Funds 01 and 17, Object 9750)	0.00	0.00	0.00
b. Reserve for Economic Uncertainties (Funds 01 and 17, Object 9789)	1,032,054.00	1,054,676.00	1,118,558.00
c. Unassigned/Unappropriated (Funds 01 and 17, Object 9790)	0.00	0.00	0.00
d. Negative General Fund Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999)	0.00	0.00	0.00
e. Available Reserves (Lines 1a through 1d)	1,032,054.00	1,054,676.00	1,118,558.00
2. Expenditures and Other Financing Uses			
a. District's Total Expenditures and Other Financing Uses (Fund 01, objects 1000-7999)	34,401,815.43	35,155,866.53	39,411,178.55
b. Plus: Special Education Pass-through Funds (Fund 10, resources 3300-3499, 6500-6540 and 6546, objects 7211-7213 and 7221-7223)			0.00
c. Total Expenditures and Other Financing Uses (Line 2a plus Line 2b)	34,401,815.43	35,155,866.53	39,411,178.55
3. District's Available Reserve Percentage (Line 1e divided by Line 2c)	3.0%	3.0%	2.8%
District's Deficit Spending Standard Percentage Levels (Line 3 times 1/3):	1.0%	1.0%	0.9%

¹Available reserves are the unrestricted amounts in the Stabilization Arrangement, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

²A school district that is the Administrative Unit of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

8B. Calculating the District's Deficit Spending Percentages

DATA ENTRY: All data are extracted or calculated.

Fiscal Year	Net Change in Unrestricted Fund Balance (Form 01, Section E)	Total Unrestricted Expenditures and Other Financing Uses (Form 01, Objects 1000-7999)	Deficit Spending Level (If Net Change in Unrestricted Fund Balance is negative, else N/A)	Status
Third Prior Year (2018-19)	18,014.80	25,420,025.71	N/A	Met
Second Prior Year (2019-20)	595,054.06	25,246,682.33	N/A	Met
First Prior Year (2020-21)	493,419.64	26,571,960.04	N/A	Met
Budget Year (2021-22) (Information only)	1,250,083.00	26,491,586.00		

8C. Comparison of District Deficit Spending to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted deficit spending, if any, has not exceeded the standard percentage level in two or more of the three prior years.

Explanation:
(required if NOT met)

9. CRITERION: Fund Balance

STANDARD: Budgeted beginning unrestricted general fund balance has not been overestimated for two out of three prior fiscal years by more than the following percentage levels:

Percentage Level ¹	District ADA
1.7%	0 to 300
1.3%	301 to 1,000
1.0%	1,001 to 30,000
0.7%	30,001 to 400,000
0.3%	400,001 and over

¹ Percentage levels equate to a rate of deficit spending which would eliminate recommended reserves for economic uncertainties over a three year period.

District Estimated P-2 ADA (Form A, Lines A6 and C4):

District's Fund Balance Standard Percentage Level:

9A. Calculating the District's Unrestricted General Fund Beginning Balance Percentages

DATA ENTRY: Enter data in the Original Budget column for the First, Second, and Third Prior Years; all other data are extracted or calculated.

Fiscal Year	Unrestricted General Fund Beginning Balance ² (Form 01, Line F1e, Unrestricted Column)		Beginning Fund Balance Variance Level (If overestimated, else N/A)	Status
	Original Budget	Estimated/Unaudited Actuals		
Third Prior Year (2018-19)	3,622,853.45	4,151,404.10	N/A	Met
Second Prior Year (2019-20)	3,192,067.59	3,901,180.27	N/A	Met
First Prior Year (2020-21)	4,458,131.40	4,496,235.00	N/A	Met
Budget Year (2021-22) (Information only)	4,989,654.64			

² Adjusted beginning balance, including audit adjustments and other restatements (objects 9791-9795)

9B. Comparison of District Unrestricted Beginning Fund Balance to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Unrestricted general fund beginning fund balance has not been overestimated by more than the standard percentage level for two or more of the previous three years.

Explanation:
(required if NOT met)

10. CRITERION: Reserves

STANDARD: Available reserves¹ for any of the budget year or two subsequent fiscal years are not less than the following percentages or amounts² as applied to total expenditures and other financing uses³:

DATA ENTRY: Budget Year data are extracted. If Form MYP exists, 1st and 2nd Subsequent Year data will be extracted. If not, enter district regular ADA and charter school ADA corresponding to financial data reported in the General Fund, only, for the two subsequent years.

Percentage Level	District ADA	
5% or \$71,000 (greater of)	0	to 300
4% or \$71,000 (greater of)	301	to 1,000
3%	1,001	to 30,000
2%	30,001	to 400,000
1%	400,001	and over

¹ Available reserves are the unrestricted amounts in the Stabilization Arrangements, Reserve for Economic Uncertainties, and Unassigned/Unappropriated accounts in the General Fund and the Special Reserve Fund for Other Than Capital Outlay Projects. Available reserves will be reduced by any negative ending balances in restricted resources in the General Fund.

² Dollar amounts to be adjusted annually by the prior year statutory cost-of-living adjustment, as referenced in Education Code Section 42238.02, rounded to the nearest thousand.

³ A school district that is the Administrative Unit (AU) of a Special Education Local Plan Area (SELPA) may exclude from its expenditures the distribution of funds to its participating members.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
District Estimated P-2 ADA (Budget Year, Form A, Lines A4 and C4. Subsequent Years, Form MYP, Line F2, if available.)	1,910	1,874	1,874
District's Reserve Standard Percentage Level:	3%	3%	3%

10A. Calculating the District's Special Education Pass-through Exclusions (only for districts that serve as the AU of a SELPA)

DATA ENTRY: For SELPA AUs, if Form MYP exists, all data will be extracted including the Yes/No button selection. If not, click the appropriate Yes or No button for item 1 and, if Yes, enter data for item 2a and for the two subsequent years in item 2b; Budget Year data are extracted.

For districts that serve as the AU of a SELPA (Form MYP, Lines F1a, F1b1, and F1b2):

1. Do you choose to exclude from the reserve calculation the pass-through funds distributed to SELPA members?
2. If you are the SELPA AU and are excluding special education pass-through funds:
 - a. Enter the name(s) of the SELPA(s):

Yes

- b. Special Education Pass-through Funds
(Fund 10, resources 3300-3499, 6500-6540 and 6546,
objects 7211-7213 and 7221-7223)

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
0.00	0.00	0.00

10B. Calculating the District's Reserve Standard

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 and 2 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. Expenditures and Other Financing Uses (Fund 01, objects 1000-7999) (Form MYP, Line B11)	36,640,098.00	37,334,968.00	38,359,504.00
2. Plus: Special Education Pass-through (Criterion 10A, Line 2b, if Criterion 10A, Line 1 is No)			
3. Total Expenditures and Other Financing Uses (Line B1 plus Line B2)	36,640,098.00	37,334,968.00	38,359,504.00
4. Reserve Standard Percentage Level	3%	3%	3%
5. Reserve Standard - by Percent (Line B3 times Line B4)	1,099,202.94	1,120,049.04	1,150,785.12
6. Reserve Standard - by Amount (\$71,000 for districts with 0 to 1,000 ADA, else 0)	0.00	0.00	0.00
7. District's Reserve Standard (Greater of Line B5 or Line B6)	1,099,202.94	1,120,049.04	1,150,785.12

10C. Calculating the District's Budgeted Reserve Amount

DATA ENTRY: If Form MYP exists, 1st and 2nd Subsequent Year data for lines 1 through 7 will be extracted; if not, enter data for the two subsequent years.
All other data are extracted or calculated.

Reserve Amounts (Unrestricted resources 0000-1999 except Line 4):	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
1. General Fund - Stabilization Arrangements (Fund 01, Object 9750) (Form MYP, Line E1a)	0.00	0.00	0.00
2. General Fund - Reserve for Economic Uncertainties (Fund 01, Object 9789) (Form MYP, Line E1b)	1,099,203.00	1,120,050.00	1,153,140.00
3. General Fund - Unassigned/Unappropriated Amount (Fund 01, Object 9790) (Form MYP, Line E1c)	0.00	0.00	0.00
4. General Fund - Negative Ending Balances in Restricted Resources (Fund 01, Object 979Z, if negative, for each of resources 2000-9999) (Form MYP, Line E1d)	0.00	0.00	0.00
5. Special Reserve Fund - Stabilization Arrangements (Fund 17, Object 9750) (Form MYP, Line E2a)	0.00		
6. Special Reserve Fund - Reserve for Economic Uncertainties (Fund 17, Object 9789) (Form MYP, Line E2b)	0.00		
7. Special Reserve Fund - Unassigned/Unappropriated Amount (Fund 17, Object 9790) (Form MYP, Line E2c)	0.00		
8. District's Budgeted Reserve Amount (Lines C1 thru C7)	1,099,203.00	1,120,050.00	1,153,140.00
9. District's Budgeted Reserve Percentage (Information only) (Line 8 divided by Section 10B, Line 3)	3.00%	3.00%	3.01%
District's Reserve Standard (Section 10B, Line 7):	1,099,202.94	1,120,049.04	1,150,785.12
Status:	Met	Met	Met

10D. Comparison of District Reserve Amount to the Standard

DATA ENTRY: Enter an explanation if the standard is not met.

- 1a. STANDARD MET - Projected available reserves have met the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

SUPPLEMENTAL INFORMATION

DATA ENTRY: Click the appropriate Yes or No button for items S1 through S4. Enter an explanation for each Yes answer.

S1. Contingent Liabilities

- 1a. Does your district have any known or contingent liabilities (e.g., financial or program audits, litigation, state compliance reviews) that may impact the budget?

No

- 1b. If Yes, identify the liabilities and how they may impact the budget:

S2. Use of One-time Revenues for Ongoing Expenditures

- 1a. Does your district have ongoing general fund expenditures in the budget in excess of one percent of the total general fund expenditures that are funded with one-time resources?

No

- 1b. If Yes, identify the expenditures and explain how the one-time resources will be replaced to continue funding the ongoing expenditures in the following fiscal years:

S3. Use of Ongoing Revenues for One-time Expenditures

- 1a. Does your district have large non-recurring general fund expenditures that are funded with ongoing general fund revenues?

No

- 1b. If Yes, identify the expenditures:

S4. Contingent Revenues

- 1a. Does your district have projected revenues for the budget year or either of the two subsequent fiscal years contingent on reauthorization by the local government, special legislation, or other definitive act (e.g., parcel taxes, forest reserves)?

No

- 1b. If Yes, identify any of these revenues that are dedicated for ongoing expenses and explain how the revenues will be replaced or expenditures reduced:

S5. Contributions

Identify projected contributions from unrestricted resources in the general fund to restricted resources in the general fund for the budget year and two subsequent fiscal years. Provide an explanation if contributions have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether contributions are ongoing or one-time in nature.

Identify projected transfers to or from the general fund to cover operating deficits in either the general fund or any other fund for the budget year and two subsequent fiscal years. Provide an explanation if transfers have changed from the prior fiscal year amounts by more than \$20,000 and more than ten percent. Explanation should include whether transfers are ongoing or one-time in nature.

Estimate the impact of any capital projects on the general fund operational budget.

District's Contributions and Transfers Standard: -10.0% to +10.0%
or -\$20,000 to +\$20,000

S5A. Identification of the District's Projected Contributions, Transfers, and Capital Projects that may Impact the General Fund

DATA ENTRY: For Contributions, enter data in the Projection column for the 1st and 2nd Subsequent Years. Contributions for the First Prior Year and Budget Year data will be extracted. For Transfers In and Transfers Out, the First Prior Year and Budget Year data will be extracted. If Form MYP exists, the data will be extracted for the 1st and 2nd Subsequent Years. If Form MYP does not exist, enter data for the 1st and 2nd Subsequent Years. Click the appropriate button for 1d. All other data are extracted or calculated.

Description / Fiscal Year	Projection	Amount of Change	Percent Change	Status
1a. Contributions, Unrestricted General Fund (Fund 01, Resources 0000-1999, Object 8980)				
First Prior Year (2020-21)	(5,252,269.00)			
Budget Year (2021-22)	(5,781,279.00)	529,010.00	10.1%	Not Met
1st Subsequent Year (2022-23)	(6,318,171.00)	536,892.00	9.3%	Met
2nd Subsequent Year (2023-24)	(6,659,158.00)	340,987.00	5.4%	Met
1b. Transfers In, General Fund *				
First Prior Year (2020-21)	0.00			
Budget Year (2021-22)	0.00	0.00	0.0%	Met
1st Subsequent Year (2022-23)	0.00	0.00	0.0%	Met
2nd Subsequent Year (2023-24)	0.00	0.00	0.0%	Met
1c. Transfers Out, General Fund *				
First Prior Year (2020-21)	822,379.44			
Budget Year (2021-22)	118,574.00	(703,805.44)	-85.6%	Not Met
1st Subsequent Year (2022-23)	121,664.00	3,090.00	2.6%	Met
2nd Subsequent Year (2023-24)	141,664.00	20,000.00	16.4%	Met
1d. Impact of Capital Projects				
Do you have any capital projects that may impact the general fund operational budget?			No	

* Include transfers used to cover operating deficits in either the general fund or any other fund.

S5B. Status of the District's Projected Contributions, Transfers, and Capital Projects

DATA ENTRY: Enter an explanation if Not Met for items 1a-1c or if Yes for item 1d.

- 1a. NOT MET - The projected contributions from the unrestricted general fund to restricted general fund programs have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify restricted programs and amount of contribution for each program and whether contributions are ongoing or one-time in nature. Explain the district's plan, with timeframes, for reducing or eliminating the contribution.

Explanation:
(required if NOT met)

The District continues to increase expenses in Restricted resources for SPED.

- 1b. MET - Projected transfers in have not changed by more than the standard for the budget and two subsequent fiscal years.

Explanation:
(required if NOT met)

- 1c. NOT MET - The projected transfers out of the general fund have changed by more than the standard for one or more of the budget or subsequent two fiscal years. Identify the amount(s) transferred, by fund, and whether transfers are ongoing or one-time in nature. If ongoing, explain the district's plan, with timeframes, for reducing or eliminating the transfers.

Explanation:
(required if NOT met)

The District budgeted loans to other funds that were low on cash.

- 1d. NO - There are no capital projects that may impact the general fund operational budget.

Project Information:
(required if YES)

S6. Long-term Commitments

Identify all existing and new multiyear commitments¹ and their annual required payments for the budget year and two subsequent fiscal years.

Explain how any increase in annual payments will be funded. Also explain how any decrease to funding sources used to pay long-term commitments will be replaced.

¹ Include multiyear commitments, multiyear debt agreements, and new programs or contracts that result in long-term obligations.

S6A. Identification of the District's Long-term Commitments

DATA ENTRY: Click the appropriate button in item 1 and enter data in all columns of item 2 for applicable long-term commitments; there are no extractions in this section.

- Does your district have long-term (multiyear) commitments?
(If No, skip item 2 and Sections S6B and S6C)
- If Yes to item 1, list all new and existing multiyear commitments and required annual debt service amounts. Do not include long-term commitments for postemployment benefits other than pensions (OPEB); OPEB is disclosed in item S7A.

Type of Commitment	# of Years Remaining	SACS Fund and Object Codes Used For:		Principal Balance as of July 1, 2021
		Funding Sources (Revenues)	Debt Service (Expenditures)	
Leases	2	General Fund		225,191
Certificates of Participation				
General Obligation Bonds	19	Fund 51		37,879,000
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				

Other Long-term Commitments (do not include OPEB):

Bond Premium-Measure A - Series C	2	Fund 21		1,385,601
Bond Premium-Measure D	10	Fund 21		6,862,897
TOTAL:				46,352,689

Type of Commitment (continued)	Prior Year (2020-21) Annual Payment (P & I)	Budget Year (2021-22) Annual Payment (P & I)	1st Subsequent Year (2022-23) Annual Payment (P & I)	2nd Subsequent Year (2023-24) Annual Payment (P & I)
Leases	117,036	117,035	117,035	0
Certificates of Participation				
General Obligation Bonds	3,736,251	4,836,247	4,155,146	3,652,815
Supp Early Retirement Program				
State School Building Loans				
Compensated Absences				
Other Long-term Commitments (continued):				
Bond Premium-Measure A - Series C	755,525	1,066,747	318,854	0
Bond Premium-Measure D	0	36,647	1,040,350	733,350
Total Annual Payments:	4,608,812	6,056,676	5,631,385	4,386,165
Has total annual payment increased over prior year (2020-21)?	Yes	Yes	Yes	No

S6B. Comparison of the District's Annual Payments to Prior Year Annual Payment

DATA ENTRY: Enter an explanation if Yes.

- 1a. Yes - Annual payments for long-term commitments have increased in one or more of the budget or two subsequent fiscal years. Explain how the increase in annual payments will be funded.

Explanation:
(required if Yes
to increase in total
annual payments)

The new commitments will be funded through property taxes and the General Fund.

S6C. Identification of Decreases to Funding Sources Used to Pay Long-term Commitments

DATA ENTRY: Click the appropriate Yes or No button in item 1; if Yes, an explanation is required in item 2.

1. Will funding sources used to pay long-term commitments decrease or expire prior to the end of the commitment period, or are they one-time sources?

No

- 2.

No - Funding sources will not decrease or expire prior to the end of the commitment period, and one-time funds are not being used for long-term commitment annual payments.

Explanation:
(required if Yes)

S7. Unfunded Liabilities

Estimate the unfunded liability for postemployment benefits other than pensions (OPEB) based on an actuarial valuation, if required, or other method; identify or estimate the actuarially determined contribution (if available); and indicate how the obligation is funded (pay-as-you-go, amortized over a specific period, etc.).

Estimate the unfunded liability for self-insurance programs such as workers' compensation based on an actuarial valuation, if required, or other method; identify or estimate the required contribution; and indicate how the obligation is funded (level of risk retained, funding approach, etc.).

S7A. Identification of the District's Estimated Unfunded Liability for Postemployment Benefits Other than Pensions (OPEB)

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section except the budget year data on line 5b.

1. Does your district provide postemployment benefits other than pensions (OPEB)? (If No, skip items 2-5)

Yes

2. For the district's OPEB:
a. Are they lifetime benefits?

No

- b. Do benefits continue past age 65?

No

- c. Describe any other characteristics of the district's OPEB program including eligibility criteria and amounts, if any, that retirees are required to contribute toward their own benefits:

3. a. Are OPEB financed on a pay-as-you-go, actuarial cost, or other method?

Actuarial

- b. Indicate any accumulated amounts earmarked for OPEB in a self-insurance or governmental fund

Self-Insurance Fund

Governmental Fund

0

0

4. OPEB Liabilities

- a. Total OPEB liability
b. OPEB plan(s) fiduciary net position (if applicable)
c. Total/Net OPEB liability (Line 4a minus Line 4b)
d. Is total OPEB liability based on the district's estimate or an actuarial valuation?
e. If based on an actuarial valuation, indicate the measurement date of the OPEB valuation

43,281.00
0.00
43,281.00
Actuarial
Jun 30, 2019

5. OPEB Contributions

- a. OPEB actuarially determined contribution (ADC), if available, per actuarial valuation or Alternative Measurement Method
b. OPEB amount contributed (for this purpose, include premiums paid to a self-insurance fund) (funds 01-70, objects 3701-3752)
c. Cost of OPEB benefits (equivalent of "pay-as-you-go" amount)
d. Number of retirees receiving OPEB benefits

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
n/a	n/a	n/a
280,800.00	280,800.00	280,800.00
578,184.00	654,655.00	663,166.00
153	153	153

S7B. Identification of the District's Unfunded Liability for Self-Insurance Programs

DATA ENTRY: Click the appropriate button in item 1 and enter data in all other applicable items; there are no extractions in this section.

1. Does your district operate any self-insurance programs such as workers' compensation, employee health and welfare, or property and liability? (Do not include OPEB, which is covered in Section S7A) (If No, skip items 2-4)

No

2. Describe each self-insurance program operated by the district, including details for each such as level of risk retained, funding approach, basis for valuation (district's estimate or actuarial), and date of the valuation:

--

3. Self-Insurance Liabilities

- a. Accrued liability for self-insurance programs
b. Unfunded liability for self-insurance programs

4. Self-Insurance Contributions

- a. Required contribution (funding) for self-insurance programs
b. Amount contributed (funded) for self-insurance programs

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

S8. Status of Labor Agreements

Analyze the status of all employee labor agreements. Identify new labor agreements, as well as new commitments provided as part of previously ratified multiyear agreements; and include all contracts, including all administrator contracts (and including all compensation). For new agreements, indicate the date of the required board meeting. Compare the increase in new commitments to the projected increase in ongoing revenues, and explain how these commitments will be funded in future fiscal years.

If salary and benefit negotiations are not finalized at budget adoption, upon settlement with certificated or classified staff:

The school district must determine the cost of the settlement, including salaries, benefits, and any other agreements that change costs, and provide the county office of education (COE) with an analysis of the cost of the settlement and its impact on the operating budget.

The county superintendent shall review the analysis relative to the criteria and standards, and may provide written comments to the president of the district governing board and superintendent.

S8A. Cost Analysis of District's Labor Agreements - Certificated (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of certificated (non-management) full-time-equivalent (FTE) positions	140.0	138.6	138.6	138.6

Certificated (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents have been filed with the COE, complete questions 2 and 3.

If Yes, and the corresponding public disclosure documents have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

District is negotiating language of union contract and possible increase to salary schedules.

Negotiations Settled

- 2a. Per Government Code Section 3547.5(a), date of public disclosure board meeting:

- 2b. Per Government Code Section 3547.5(b), was the agreement certified by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year
(2021-22)

1st Subsequent Year
(2022-23)

2nd Subsequent Year
(2023-24)

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

One Year Agreement

Total cost of salary settlement

% change in salary schedule from prior year
or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

152,350

7. Amount included for any tentative salary schedule increases

Budget Year
(2021-22)1st Subsequent Year
(2022-23)2nd Subsequent Year
(2023-24)

0

0

0

Certificated (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year
(2021-22)1st Subsequent Year
(2022-23)2nd Subsequent Year
(2023-24)

Yes

Yes

Yes

292,741

254,430

258,460

100.0%

100.0%

100.0%

0.0%

-15.0%

1.5%

Certificated (Non-management) Prior Year Settlements

Are any new costs from prior year settlements included in the budget?

If Yes, amount of new costs included in the budget and MYPs

If Yes, explain the nature of the new costs:

No

Certificated (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year
(2021-22)1st Subsequent Year
(2022-23)2nd Subsequent Year
(2023-24)

Yes

Yes

Yes

211,890

214,899

314,342

1.5%

1.4%

2.0%

Certificated (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year
(2021-22)1st Subsequent Year
(2022-23)2nd Subsequent Year
(2023-24)

No

Yes

No

No

Yes

No

Certificated (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., class size, hours of employment, leave of absence, bonuses, etc.):

S8B. Cost Analysis of District's Labor Agreements - Classified (Non-management) Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of classified (non-management) FTE positions	107.0	100.0	100.0	100.0

Classified (Non-management) Salary and Benefit Negotiations

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, and the corresponding public disclosure documents
have been filed with the COE, complete questions 2 and 3.If Yes, and the corresponding public disclosure documents
have not been filed with the COE, complete questions 2-5.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 6 and 7.

District is negotiating language of union contract and possible increase to salary schedules.

Negotiations Settled

- 2a. Per Government Code Section 3547.5(a), date of public disclosure
-
- board meeting:

- 2b. Per Government Code Section 3547.5(b), was the agreement certified
-
- by the district superintendent and chief business official?

If Yes, date of Superintendent and CBO certification:

3. Per Government Code Section 3547.5(c), was a budget revision adopted
-
- to meet the costs of the agreement?

If Yes, date of budget revision board adoption:

4. Period covered by the agreement:

Begin Date:

End Date:

5. Salary settlement:

Budget Year
(2021-22)1st Subsequent Year
(2022-23)2nd Subsequent Year
(2023-24)Is the cost of salary settlement included in the budget and multiyear
projections (MYPs)?**One Year Agreement**

Total cost of salary settlement

% change in salary schedule from prior year

or

Multiyear Agreement

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Identify the source of funding that will be used to support multiyear salary commitments:

Negotiations Not Settled

6. Cost of a one percent increase in salary and statutory benefits

177,151

7. Amount included for any tentative salary schedule increases

Budget Year
(2021-22)1st Subsequent Year
(2022-23)2nd Subsequent Year
(2023-24)

0

0

0

Classified (Non-management) Health and Welfare (H&W) Benefits

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
225,185	225,185	225,185
100.0%	100.0%	100.0%
0.0%	0.0%	0.0%

Classified (Non-management) Prior Year Settlements

- Are any new costs from prior year settlements included in the budget?
- If Yes, amount of new costs included in the budget and MYPs
- If Yes, explain the nature of the new costs:

No		

--

Classified (Non-management) Step and Column Adjustments

- Are step & column adjustments included in the budget and MYPs?
- Cost of step & column adjustments
- Percent change in step & column over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
105,197	106,691	113,680
1.4%	1.4%	2.0%

Classified (Non-management) Attrition (layoffs and retirements)

- Are savings from attrition included in the budget and MYPs?
- Are additional H&W benefits for those laid-off or retired employees included in the budget and MYPs?

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No
No	No	No

Classified (Non-management) - Other

List other significant contract changes and the cost impact of each change (i.e., hours of employment, leave of absence, bonuses, etc.):

S8C. Cost Analysis of District's Labor Agreements - Management/Supervisor/Confidential Employees

DATA ENTRY: Enter all applicable data items; there are no extractions in this section.

	Prior Year (2nd Interim) (2020-21)	Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Number of management, supervisor, and confidential FTE positions	20.0	20.0	20.0	20.0

**Management/Supervisor/Confidential
Salary and Benefit Negotiations**

1. Are salary and benefit negotiations settled for the budget year?

No

If Yes, complete question 2.

If No, identify the unsettled negotiations including any prior year unsettled negotiations and then complete questions 3 and 4.

District is negotiating language of union contract and possible increase to salary schedules.

If n/a, skip the remainder of Section S8C.

Negotiations Settled

2. Salary settlement:

Is the cost of salary settlement included in the budget and multiyear projections (MYPs)?

Total cost of salary settlement

% change in salary schedule from prior year
(may enter text, such as "Reopener")

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)

Negotiations Not Settled

3. Cost of a one percent increase in salary and statutory benefits

24,801

4. Amount included for any tentative salary schedule increases

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
0	0	0

**Management/Supervisor/Confidential
Health and Welfare (H&W) Benefits**

- Are costs of H&W benefit changes included in the budget and MYPs?
- Total cost of H&W benefits
- Percent of H&W cost paid by employer
- Percent projected change in H&W cost over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
45,037	45,037	45,037
100.0%	100.0%	100.0%
0.0%	0.0%	0.0%

**Management/Supervisor/Confidential
Step and Column Adjustments**

- Are step & column adjustments included in the budget and MYPs?
- Cost of step and column adjustments
- Percent change in step & column over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
Yes	Yes	Yes
32,560	34,983	51,172
1.4%	1.4%	2.0%

**Management/Supervisor/Confidential
Other Benefits (mileage, bonuses, etc.)**

- Are costs of other benefits included in the budget and MYPs?
- Total cost of other benefits
- Percent change in cost of other benefits over prior year

Budget Year (2021-22)	1st Subsequent Year (2022-23)	2nd Subsequent Year (2023-24)
No	No	No

S9. Local Control and Accountability Plan (LCAP)

Confirm that the school district's governing board has adopted an LCAP or an update to the LCAP effective for the budget year.

DATA ENTRY: Click the appropriate Yes or No button in item 1, and enter the date in item 2.

1. Did or will the school district's governing board adopt an LCAP or an update to the LCAP effective for the budget year?

Yes

2. Adoption date of the LCAP or an update to the LCAP.

June 17, 2021

S10. LCAP Expenditures

Confirm that the school district's budget includes the expenditures necessary to implement the LCAP or annual update to the LCAP.

DATA ENTRY: Click the appropriate Yes or No button.

Does the school district's budget include the expenditures necessary to implement the LCAP or annual update to the LCAP as described in the Local Control and Accountability Plan and Annual Update Template?

Yes

ADDITIONAL FISCAL INDICATORS

The following fiscal indicators are designed to provide additional data for reviewing agencies. A "Yes" answer to any single indicator does not necessarily suggest a cause for concern, but may alert the reviewing agency to the need for additional review.

DATA ENTRY: Click the appropriate Yes or No button for items A1 through A9 except item A3, which is automatically completed based on data in Criterion 2.

A1. Do cash flow projections show that the district will end the budget year with a negative cash balance in the general fund?

No

A2. Is the system of personnel position control independent from the payroll system?

No

A3. Is enrollment decreasing in both the prior fiscal year and budget year? (Data from the enrollment budget column and actual column of Criterion 2A are used to determine Yes or No)

No

A4. Are new charter schools operating in district boundaries that impact the district's enrollment, either in the prior fiscal year or budget year?

No

A5. Has the district entered into a bargaining agreement where any of the budget or subsequent years of the agreement would result in salary increases that are expected to exceed the projected state funded cost-of-living adjustment?

No

A6. Does the district provide uncapped (100% employer paid) health benefits for current or retired employees?

No

A7. Is the district's financial system independent of the county office system?

No

A8. Does the district have any reports that indicate fiscal distress pursuant to Education Code Section 42127.6(a)? (If Yes, provide copies to the county office of education)

No

A9. Have there been personnel changes in the superintendent or chief business official positions within the last 12 months?

No

When providing comments for additional fiscal indicators, please include the item number applicable to each comment.

Comments:
(optional)

End of School District Budget Criteria and Standards Review

SACS2021 Financial Reporting Software - 2021.1.0
5/21/2021 1:31:30 PM

27-66134-0000000

July 1 Budget
2021-22 Budget
Technical Review Checks

Pacific Grove Unified

Monterey County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUND - (F) - All FUND codes must be valid.	<u>PASSED</u>
CHECKRESOURCE - (W) - All RESOURCE codes must be valid.	<u>PASSED</u>
CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code.	<u>PASSED</u>
CHECKGOAL - (F) - All GOAL codes must be valid.	<u>PASSED</u>
CHECKFUNCTION - (F) - All FUNCTION codes must be valid.	<u>PASSED</u>
CHECKOBJECT - (F) - All OBJECT codes must be valid.	<u>PASSED</u>
CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid.	<u>PASSED</u>
CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.	<u>PASSED</u>
CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid.	<u>PASSED</u>
CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid.	<u>PASSED</u>
CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid.	<u>PASSED</u>
CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid.	<u>PASSED</u>
CHK-RESOURCExOBJECTA - (W) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid.	<u>PASSED</u>
CHK-RESOURCExOBJECTB - (O) - All RESOURCE and OBJECT (objects 9791, 9793, and 9795) account code combinations should be valid.	<u>PASSED</u>

CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332. PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (F) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. PASSED

INTERFD-INDIRECT - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. PASSED

INTERFD-INDIRECT-FN - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. PASSED

INTERFD-IN-OUT - (F) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

LCFF-TRANSFER - (F) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. PASSED

INTRA-FD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund. PASSED

INTRA-FD-INDIRECT - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRA-FD-INDIRECT-FN - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (F) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (F) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

EPA-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). PASSED

LOTTERY-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by resource. PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. PASSED

EXCESS-ASSIGN-REU - (F) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. PASSED

UNR-NET-POSITION-NEG - (F) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. PASSED

RS-NET-POSITION-ZERO - (F) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. PASSED

EFB-POSITIVE - (W) - All ending fund balances (Object 979Z) should be positive by resource, by fund. PASSED

OBJ-POSITIVE - (W) - All applicable objects should have a positive balance by resource, by fund. PASSED

REV-POSITIVE - (W) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. PASSED

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. PASSED

SUPPLEMENTAL CHECKS

CB-BUDGET-CERTIFY - (F) - In Form CB, the district checked the box relating to the required budget certifications. PASSED

CB-BALANCE-ABOVE-MIN - (W) - In Form CB, the district checked the box relating to compliance with EC Section 42127(a)(2)(B) and (C). PASSED

CS-EXPLANATIONS - (F) - Explanations must be provided in the Criteria and Standards Review (Form 01CS) for all criteria and for supplemental information

items S1 through S6, and S9 if applicable, where the standard has not been met or where the status is Not Met or Yes. PASSED

CS-YES-NO - (F) - Supplemental information items and additional fiscal indicator items in the Criteria and Standards Review (Form 01CS) must be answered Yes or No, where applicable, for the form to be complete. PASSED

EXPORT CHECKS

FORM01-PROVIDE - (F) - Form 01 (Form 01I) must be opened and saved. PASSED

BUDGET-CERT-PROVIDE - (F) - Budget Certification (Form CB) must be provided. PASSED

WK-COMP-CERT-PROVIDE - (F) - Workers' Compensation Certification (Form CC) must be provided. PASSED

ADA-PROVIDE - (F) - Average Daily Attendance data (Form A) must be provided. PASSED

CS-PROVIDE - (F) - The Criteria and Standards Review (Form 01CS) has been provided. PASSED

MYP-PROVIDE - (W) - A Multiyear Projection Worksheet must be provided with your Budget. (Note: LEAs may use a multiyear projection worksheet other than Form MYP, with approval of their reviewing agency, as long as it provides current year and at least two subsequent fiscal years, and separately projects unrestricted resources, restricted resources, and combined total resources.) PASSED

CHK-UNBALANCED-A - (W) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. PASSED

CHK-UNBALANCED-B - (F) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export can be completed. PASSED

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved. PASSED

Checks Completed.

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July 1 Budget
2020-21 Estimated Actuals
Technical Review Checks

Pacific Grove Unified

Monterey County

Following is a chart of the various types of technical review checks and related requirements:

- F - Fatal (Data must be corrected; an explanation is not allowed)
- W/WC - Warning/Warning with Calculation (If data are not correct, correct the data; if data are correct an explanation is required)
- O - Informational (If data are not correct, correct the data; if data are correct an explanation is optional, but encouraged)

IMPORT CHECKS

CHECKFUND - (F) - All FUND codes must be valid.	<u>PASSED</u>
CHECKRESOURCE - (W) - All RESOURCE codes must be valid.	<u>PASSED</u>
CHK-RS-LOCAL-DEFINED - (F) - All locally defined resource codes must roll up to a CDE defined resource code.	<u>PASSED</u>
CHECKGOAL - (F) - All GOAL codes must be valid.	<u>PASSED</u>
CHECKFUNCTION - (F) - All FUNCTION codes must be valid.	<u>PASSED</u>
CHECKOBJECT - (F) - All OBJECT codes must be valid.	<u>PASSED</u>
CHK-FUNDxOBJECT - (F) - All FUND and OBJECT account code combinations must be valid.	<u>PASSED</u>
CHK-FDxRS7690x8590 - (F) - Funds 19, 57, 63, 66, 67, and 73 with Object 8590, All Other State Revenue, must be used in combination with Resource 7690, STRS-On Behalf Pension Contributions.	<u>PASSED</u>
CHK-FUNDxRESOURCE - (W) - All FUND and RESOURCE account code combinations should be valid.	<u>PASSED</u>
CHK-FUNDxGOAL - (W) - All FUND and GOAL account code combinations should be valid.	<u>PASSED</u>
CHK-FUNDxFUNCTION-A - (W) - All FUND (funds 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations should be valid.	<u>PASSED</u>
CHK-FUNDxFUNCTION-B - (F) - All FUND (all funds except for 01 through 12, 19, 57, 62, and 73) and FUNCTION account code combinations must be valid.	<u>PASSED</u>
CHK-RESOURCExOBJECTA - (W) - All RESOURCE and OBJECT (objects 8000 through 9999, except for 9791, 9793, and 9795) account code combinations should be valid.	<u>PASSED</u>
CHK-RESOURCExOBJECTB - (O) - All RESOURCE and OBJECT (objects 9791, 9793, and 9795) account code combinations should be valid.	<u>PASSED</u>
CHK-RES6500xOBJ8091 - (F) - There is no activity in Resource 6500 (Special	

Education) with Object 8091 (LCFF Transfers-Current Year) or 8099 (LCFF/Revenue Limit Transfers-Prior Years). PASSED

CHK-FUNCTIONxOBJECT - (F) - All FUNCTION and OBJECT account code combinations must be valid. PASSED

CHK-GOALxFUNCTION-A - (F) - Goal and function account code combinations (all goals with expenditure objects 1000-7999 in functions 1000-1999 and 4000-5999) must be valid. NOTE: Functions not included in the GOALxFUNCTION table (0000, 2000-3999, 6000-6999, 7100-7199, 7210, 8000-8999) are not checked and will pass the TRC. PASSED

CHK-GOALxFUNCTION-B - (F) - General administration costs (functions 7200-7999, except 7210) must be direct-charged to an Undistributed, Nonagency, or County Services to Districts goal (Goal 0000, 7100-7199, or 8600-8699). PASSED

SPECIAL-ED-GOAL - (F) - Special Education revenue and expenditure transactions (resources 3300-3405, and 6500-6540, objects 1000-8999) must be coded to a Special Education 5000 goal or to Goal 7110, Nonagency-Educational. This technical review check excludes Early Intervening Services resources 3312, 3318, and 3332. PASSED

PY-EFB=CY-BFB - (F) - Prior year ending fund balance (preloaded from last year's unaudited actuals submission) must equal current year beginning fund balance (Object 9791). PASSED

PY-EFB=CY-BFB-RES - (F) - Prior year ending balance (preloaded from last year's unaudited actuals submission) must equal current year beginning balance (Object 9791), by fund and resource. PASSED

GENERAL LEDGER CHECKS

INTERFD-DIR-COST - (F) - Transfers of Direct Costs - Interfund (Object 5750) must net to zero for all funds. PASSED

INTERFD-INDIRECT - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero for all funds. PASSED

INTERFD-INDIRECT-FN - (F) - Transfers of Indirect Costs - Interfund (Object 7350) must net to zero by function. PASSED

INTERFD-IN-OUT - (F) - Interfund Transfers In (objects 8910-8929) must equal Interfund Transfers Out (objects 7610-7629). PASSED

DUE-FROM=DUE-TO - (F) - Due from Other Funds (Object 9310) must equal Due to Other Funds (Object 9610). PASSED

LCFF-TRANSFER - (F) - LCFF Transfers (objects 8091 and 8099) must net to zero, individually. PASSED

INTRA-FD-DIR-COST - (F) - Transfers of Direct Costs (Object 5710) must net to zero by fund. PASSED

INTRA-FD-INDIRECT - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by fund. PASSED

INTRA-FD-INDIRECT-FN - (F) - Transfers of Indirect Costs (Object 7310) must net to zero by function. PASSED

CONTRIB-UNREST-REV - (F) - Contributions from Unrestricted Revenues (Object 8980) must net to zero by fund. PASSED

CONTRIB-RESTR-REV - (F) - Contributions from Restricted Revenues (Object 8990) must net to zero by fund. PASSED

EPA-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the Education Protection Account (Resource 1400). PASSED

LOTTERY-CONTRIB - (F) - There should be no contributions (objects 8980-8999) to the lottery (resources 1100 and 6300) or from the Lottery: Instructional Materials (Resource 6300). PASSED

PASS-THRU-REV=EXP - (W) - Pass-through revenues from all sources (objects 8287, 8587, and 8697) should equal transfers of pass-through revenues to other agencies (objects 7211 through 7213, plus 7299 for Resource 3327), by resource. PASSED

SE-PASS-THRU-REVENUE - (W) - Transfers of special education pass-through revenues are not reported in the general fund for the Administrative Unit of a Special Education Local Plan Area. PASSED

EXCESS-ASSIGN-REU - (F) - Amounts reported in Other Assignments (Object 9780) and/or Reserve for Economic Uncertainties (REU) (Object 9789) should not create a negative amount in Unassigned/Unappropriated (Object 9790) by fund and resource (for all funds except funds 61 through 95). PASSED

UNASSIGNED-NEGATIVE - (F) - Unassigned/Unappropriated balance (Object 9790) must be zero or negative, by resource, in all funds except the general fund and funds 61 through 95. PASSED

UNR-NET-POSITION-NEG - (F) - Unrestricted Net Position (Object 9790), in restricted resources, must be zero or negative, by resource, in funds 61 through 95. PASSED

RS-NET-POSITION-ZERO - (F) - Restricted Net Position (Object 9797), in unrestricted resources, must be zero, by resource, in funds 61 through 95. PASSED

EFB-POSITIVE - (W) - All ending fund balances (Object 979Z) should be positive by resource, by fund. PASSED

OBJ-POSITIVE - (W) - All applicable objects should have a positive balance by resource, by fund. PASSED

REV-POSITIVE - (W) - Revenue amounts exclusive of contributions (objects 8000-8979) should be positive by resource, by fund. PASSED

EXP-POSITIVE - (W) - Expenditure amounts (objects 1000-7999) should be positive by function, resource, and fund. PASSED

AR-AP-POSITIVE - (W) - Accounts Receivable (Object 9200), Due from Other Funds (Object 9310), Accounts Payable (Object 9500), and Due to Other Funds (Object 9610) should have a positive balance by resource, by fund. PASSED

CEFB-POSITIVE - (F) - Components of Ending Fund Balance/Net Position (objects 9700-9789, 9796, and 9797) must be positive individually by resource, by fund. PASSED

NET-INV-CAP-ASSETS - (W) - If capital asset amounts are imported/keyed, objects 9400-9489, (Capital Assets) in funds 61-95, then an amount should be recorded for Object 9796 (Net Investment in Capital Assets) within the same fund. PASSED

SUPPLEMENTAL CHECKS

ASSET-ACCUM-DEPR-NEG - (F) - In Form ASSET, accumulated depreciation for governmental and business-type activities must be zero or negative. PASSED

DEBT-ACTIVITY - (O) - If long-term debt exists, there should be activity entered in the Schedule of Long-Term Liabilities (Form DEBT) for each type of debt. PASSED

DEBT-POSITIVE - (F) - In Form DEBT, long-term liability ending balances must be positive. PASSED

EXPORT CHECKS

FORM01-PROVIDE - (F) - Form 01 (Form 01I) must be opened and saved. PASSED

ADA-PROVIDE - (F) - Average Daily Attendance data (Form A) must be provided. PASSED

CHK-UNBALANCED-A - (W) - Unbalanced and/or incomplete data in any of the forms should be corrected before an official export is completed. PASSED

CHK-UNBALANCED-B - (F) - Unbalanced and/or incomplete data in any of the forms must be corrected before an official export can be completed. PASSED

CHK-DEPENDENCY - (F) - If data have changed that affect other forms, the affected forms must be opened and saved. PASSED

Checks Completed.

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Adoption of the Local Control Accountability Plan and State Local Priorities 2021-2022

DATE: June 3, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and adopt the final draft of the Local Control Accountability Plan (LCAP) and LCAP 2019-2020, Learning Continuity Plan Update 2020-2021 and State Local Priorities 2021-2022.

BACKGROUND:

Pursuant to Education Code 42103, the Pacific Grove Unified School District will conduct a public hearing regarding the Local Control Accountability Plan (LCAP). Copies of the LCAP will be available for public viewing beginning May 31- June 3, 2021.

INFORMATION:

By July 1, 2021 the governing board of each school district shall adopt a local control and accountability plan (LCAP) using a template adopted by the State Board, effective for three years with annual updates. The LCAP consists of the Plan Summary (General Information, Reflections, Highlights), Stakeholder Engagement, Goals & Actions, and Increased or Improved Services, and the LCFF Budget Overview for Parents. It includes the district's annual goals for all pupils and for each target student group identified according to the State and local performance indicators included in the Local Control Funding Formula (LCFF) Evaluation Rubrics. The Evaluation Rubrics are aligned to the eight state priorities listed below.

Another addition to the approval of the 2021-2024 LCAP are the 2019-2020 Local Control and Accountability Plan Update and the 2020-2021 Learning Continuity plan annual update. Due to the pandemic and school closures during the spring of 2021, the state postponed the 2020-2021 LCAP and in its place required districts to create a Learning Continuity Plan to be approved by the board in response to distance learning and in person instruction within a hybrid model. The board must also review the

The 2019-2020 LCAP Annual Update consists of the budget and actual expenditures for each LCAP goal along with a description of successes and challenges for each goal.

The 2020-2021 Learning Continuity Plan (LCP) annual update included the budgeted and actual expenditures for each goal outlined in the LCP along with a description of the successes and challenges for each category. The categories for the LCP are as follows:

1. In Person Instructional Offerings
2. Distance Learning Program
3. Pupil Learning Loss

4. Mental/Social/Emotional Well-Being
5. Pupil/Family Engagement Outreach
6. School Nutrition
7. Additional Actions
8. Overall Analysis for LCAP and LCP Annual Updates

The new LCAP template is aligned to the State Accountability System: California Schools Dashboard and the District 5 by 5 District/School Placement Report.

1. The Plan Summary enables the district to highlight the following:
 - The Story: A description of how the District serves the students and the community
 - Reflections: Successes and Identified Need
 - LCAP Highlights: A summary of the key features of this year's LCAP
2. Stakeholder Engagement Process
3. 2021-2024 LCAP Goals, Actions, and Expenditures
4. Increased or Improved Services for Unduplicated Students
5. LCAP Expenditure Summary
6. LCFF Budget Overview for Parents

This year the District's LCAP is the first year of a three year implementation plan, consisting of three goals in an effort to capture the commitment to all students and the student target groups identified with achievement gaps in Mathematics and English Language Arts. The first goal is designed to capture our base program, what we do to provide a quality educational program for ALL students in our TK-12 grade program. The second goal is focused on the social and emotional learning aspects of students and third goal is written to specifically address the academic gaps for targeted student groups in the areas of mathematics and English Language arts.

The three LCAP goals are listed below:

1. Pacific Grove Unified School District, in partnership with students, parents, staff, and the community, will challenge all students by providing a quality instructional program in a positive, safe and stimulating environment, providing differentiated pathways for all students to be college and career ready upon graduation.
2. Social Emotional Learning: Advance educational equity and excellence by focusing on the social, emotional, and mental health of our school community by creating a safe and affirming school environment and culture that supports and encourages school connectedness and resiliency.
3. All English learners, socioeconomically disadvantaged students, foster youth, and students with disabilities will show a measurable increase in achieving grade level standards in English Language Arts each year as measured by Smarter Balanced Assessments and local valid formative assessments.

The California Eight State Priorities update will be presented to the board on June 3, 2021 with the exception of Priorities 6 and 7 which are included with this document. The California Eight State Priorities are listed below:

1. Providing all students access to fully credentialed teachers, instructional materials that align with state standards, and safe facilities.
2. Implementation of California's academic standards, including the Common Core State Standards in English language arts and math, Next Generation Science Standards, English language development, history social science, visual and performing arts, health education and physical education standards.
3. Parent involvement and participation, so the local community is engaged in the decision-making process and the educational programs of students.
4. Improving student achievement and outcomes along multiple measures, including test scores, English proficiency and college and career preparedness.
5. Supporting student engagement, including whether students attend school or are chronically absent.
6. Highlighting school climate and connectedness through a variety of factors, such as suspension and expulsion rates and other locally identified means. **(Please see attached documents for specific information on School Climate Indicators)**
7. Ensuring all students have access to classes that prepare them for college and careers, regardless of what school they attend or where they live. **(Please see attached documents for specific information on Broad Course of Study Indicators)**
8. Measuring other important student outcomes related to required areas of study, including physical education and the arts.

FISCAL IMPACT:

See LCAP for fiscal details

Priority 6: School Climate

For the 2020-21 school year, Pacific Grove Unified administered the California Healthy Kids Survey (CHKS) to students in grades 5, 7, 9, and 11. Every year the results of the California Healthy Kids Survey are reported to the board of trustees at a regularly scheduled meeting.

The 2020-21 student survey results for 5th grade (an average of both elementary schools) showed that 80% felt connected to school, 88% felt academically motivated, 78% felt adults cared for them, 81% felt safe at school, 85% had social & emotional supports, and 89% felt there was an anti-bullying climate. Both elementary schools continue to implement Toolbox character programs to build cultures of respect and growth mindsets to enhance academic achievement.

The 2020-21 student survey for grades 7, 9, and 11 identified the following criteria related to school connectedness, safety and social emotional wellbeing: In grade 7 (67%), grade 9 (59%), grade 11 (62%) feel academically motivated. In grade 7 (73%), grade 9 (71%), grade 11 (71%) felt the adults set high expectations. In grade 7 (68%), grade 9 (63%), grade 11 (59%) felt they had caring adult relationships.

Regarding social emotional areas the survey revealed some decreases and increases in chronic feelings of sadness or hopelessness (Grade 7: 2019-20 52%, 2020-21 27%; Grade 9: 2019-20 38%, 2020-21 46%; Grade 11: 2019-20 43%, 2020-21 47%) with a decrease at Community High School from 50% in 19-20 to 36% in 20-21.

Although we have seen mostly a decrease with the number of students stating they had considered suicide from 2019-20 to 2020-21 (Grade 7 19-20 12%, 20-21 7%; Grade 9 19-20 21%, 20-21 12%; Grade 11 19-20 18%, 20-21 11%), with an increase at Community High from 14% in 19-20 to 29% in 20-21, the high school is continuing its efforts with suicide prevention practices and supports for students. The high school is implementing the Restorative and Trauma Informed Practices along with the OLWEUS surveys to capture students who are at risk. The high school has outreach programs, counseling services, and other monitoring programs focused on suicide prevention.

The middle school is hosting assemblies on suicide prevention, counseling services, and providing Smart Social Cyber Safety Curriculum as well as an ongoing data collection focused on “Students of Concern”. The OLWEUS survey is administered to all middle school students to identify concerns related to bullying as a preventive measure and build awareness and design programs to encourage students to stop bullying behavior. The middle school is also implementing Character Strong, a program designed to build a safe and positive school culture. To address social emotional supports, we have allocated more funding to counseling services at the elementary, Middle and High School.

Priority 7: Access to Broad Course of Study

1. The locally selected measures or tools used to track the extent to which all students have access to, and are enrolled in, a broad course of study, based on grade spans, unduplicated student groups, and individuals with exceptional needs served.

Pacific Grove Unified School District tracks progress in meeting Priority 7 standards by undertaking a qualitative and quantitative review of course offerings, class schedules, and school schedules to assess the extent to which all students have access to and are enrolled in a broad course of studies. Additionally, course enrollment reports developed in the district’s student information system identify access and enrollment based upon grade spans, unduplicated student groups, and students with exceptional needs. Quantitative data tables reflecting the percent of students with access to and/or enrolled in a broad course of studies were constructed via data from SIS Illuminate, Calpads, and DataQuest. For the 2020-2021 year, 100% of Pacific Grove Unified School District’s students had full access to a broad course of studies as defined by California Education Code 51210 and 51220(a)-(i).

2. A summary of the differences across school sites and student groups having access to, and are enrolled in, a broad course of study, and may include a description of progress over time in the extent to which all students have access to, and are enrolled in, a broad course of study.

All PGUSD students in grades TK – 5 are enrolled in a broad course of study. Both elementary schools offer access and enrollment in the seven areas identified as a broad course of studies for grades 1-5. All elementary students have access to visual and performing arts within the regular school day in addition to computer science classes. All PGUSD secondary students have access to a broad course of studies within their school offerings. The middle school offers a comprehensive visual and performing arts course selection. For example students have access to Symphonic Band, Chamber Orchestra, Concert Band, String Orchestra, and Jazz Band/Combo within and after the school day. Additionally, students also engage in STEAM (Science, Technology, Engineering, Art, Math) through their science class and instructional wheel in 6th grade. Other courses offered include Leadership, Home Economics, Nutrition, Advancement Via

Academic Determination (AVID), and Computer Video Bulletin. Students who require additional supports are offered transition English classes, Learning Center, and study halls to support student academic achievement. Every year the high school presents the course bulletin for board approval and all courses are evaluated to ensure students have access to offerings that are approved A to G as well as a variety of Honors, AP (Advanced Placement) and Career Technical Education (CTE) Industry Pathways. Every year the high school increases its CTE pathways to increase its variety. Examples of pathways include: Design & Media Arts Industry, Information and Communication Technologies Industry (college Dual Enrollment), Software & Systems Development, Health Science & Medical Technology, and Hospitality, Tourism & Recreation. Other College Dual Enrollment classes are offered as part of the Capstone projects for CTE completion. All courses offered at the high school are A to G approved for CSU/UC except for AVID (9, 10, 11), Leadership, Physical Education, and the Transitional Special Education program for students ages 18-22.

3. Identification of any barriers preventing access to a broad course of study for all students.

Barriers preventing PGUSD USD from maximizing broad course of study offerings to all students include a lack of time during the regular school day, and a small staff size. Another identified barrier have been certain prerequisites and these have been minimized to ensure more students have access to and support for honors and AP course offerings.

4. Revisions, decisions, or new actions that will be implemented, or has been implemented, to ensure access to a broad course of study for all students.

Pacific Grove High School (PGHS) is committed to providing support for students to complete Career Technical Education (CTE) pathways by offering introductory, concentrator, and capstone courses for all pathways. To achieve this, we have prioritized the growth of CTE pathways and allocated funds from the Career Technical Education Incentive Grant (CTEIG) and Perkins grant to provide for all needs associated with growing the CTE program. With an eye on increasing the number of CTE completers, particularly for English Language Learners, SED, and students in SPED, our goal is to increase the percentage of completers from 20% in 2019-20 to 30% by the 2022-23 school year. By identifying our populations of English Language Learners, SED, and students in SPED, our academic counseling department works to ensure that the benefits of our CTE pathways are understood by both parents/guardians and students. CTE teachers also provide material outlining the benefits of their courses to incoming eighth graders as well as new students to the district.

Pacific Grove High School is also making it a goal to continue expanding our offerings of dual enrolled classes. We plan to achieve this by continuing our relationship with Monterey Peninsula college and staying up-to-date with our College and Career Pathways (CCAP) agreement. Currently we offer 11 dual enrolled courses through our culinary and photography pathways. We plan to add two additional dual enrollment courses in 2021-22 with the computers pathway and add two more dual enrollment courses in 2022-21 in the social sciences.



www.pgusd.org

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

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PUBLIC HEARING NOTICE

Pursuant to California Education Code § 42127 and § 42103, the Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, June 3, 2021 regarding

ADOPTION OF THE 2021-22 BUDGET & LOCAL CONTROL ACCOUNTABILITY PLAN

The hearing will be held during the regular Board meeting which begins at 6:30 p.m. via Zoom (please visit our website at www.pgusd.org to find the Zoom link located on the front page announcements).

Copies of the Budget and Local Control Accountability Plan will be available for public viewing beginning May 28, 2021 through June 3, 2021 at the District Office. For more information, please contact Ralph Porras, Superintendent at 646-6520.

Posted: May 20, 2021

Annual Update for Developing the 2021-22 Local Control and Accountability Plan

Annual Update for the 2019–20 Local Control and Accountability Plan Year

LEA Name	Contact Name and Title	Email and Phone
Pacific Grove Unified School District	Ana Silva Director of Curriculum & Special Projects	asilva@pgusd.org 831 646-6526

The following is the local educational agency's (LEA's) analysis of its goals, measurable outcomes and actions and services from the 2019-20 Local Control and Accountability Plan (LCAP).

Goal 1

Pacific Grove Unified School District, in partnership with students, parents, staff, and the community, will challenge all students by providing a quality instructional program in a positive, safe and stimulating environment, providing differentiated pathways for all students to be college and career ready upon graduation.

State and/or Local Priorities addressed by this goal:

State Priorities:

- Priority 1: Basic (Conditions of Learning)
- Priority 2: State Standards (Conditions of Learning)
- Priority 3: Parental Involvement (Engagement)
- Priority 4: Pupil Achievement (Pupil Outcomes)
- Priority 5: Pupil Engagement (Engagement)
- Priority 6: School Climate (Engagement)
- Priority 7: Course Access (Conditions of Learning)
- Priority 8: Other Pupil Outcomes (Pupil Outcomes)

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator see appendix A : all local indicators template 19-20 See appendix tool 1-8 Legislated metrics Baseline See appendix tool 1-8 Legislated metrics	State Priority 1 A: Degree to which teachers are appropriately assigned and fully credentialed. 100% State Priority 1 B: Degree to which students have standards-aligned instructional materials. 100% State Priority 1 C: FIT Rating for school facilities in good repair. Source: SARC 2019-2020 State Priority 2. The implementation of academic content and performance standards for all students. 100% of teachers are implementing CA State Standards. Source: Administrator to observe implementation of CA Standards and record during observations log. State Priority 4 A:

Expected	Actual
	<p>The percentage of pupils that have successfully completed A-G requirements 76.4 % completed either A-G or CTE pathways 73.6% Met A-G 51% Completed CTE Pathways Source: Illuminate SIS/Calpads 2019-2020 State Priority 4 B: The percentage of students who have passed an AP exam with a score of 3 or higher: 73%</p> <p>State Priority 4 C: The percentage of pupils who participate in, and demonstrate college preparedness in the EAP. 2019-2020 79.2% prepared in ELA 64.2% prepared in Math</p> <p>State Priority 5 E: High School graduation rate: 95.3% Source: Calpads 2019-2020</p>

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>The base program includes:</p> <p>1. All teachers and administrators are highly qualified to provide support to students in attaining access to a comprehensive education.</p> <p>2. Classified staff and administrators in each job alike support student learning, health, and safety.</p>	<p>Teachers and Adminstrators 1000-1999: Certificated Personnel Salaries General Fund \$16,464,034</p> <p>Classified Administrators and Staff 2000-2999: Classified Personnel Salaries General Fund \$6,275,948</p>	<p>Teachers and Adminstrators 1000-1999: Certificated Personnel Salaries General Fund \$16,209,038</p> <p>Classified Administrators and Staff 2000-2999: Classified Personnel Salaries General Fund \$8,155,170</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>3. All students have access to a broad and rigorous course of study to prepare them for college or careers. (program 5325, 8410) To address College and Career Readiness we are increasing dual enrollment classes from five to nine for the upcoming 2019-20 school year. In doing so we are allowing more options for students to complete a CTE Pathway and participate in a dual enrollment class, both of which will lead our students to be deemed College and Career Ready.</p> <p>Also implemented will be the Freshman Academy designed to ease the transition from middle school to high school for our incoming freshman classes. The vision for the academy is as follows: Every student at PGHS will learn and utilize essential academic skills that will enable them to be successful in high school and beyond. The measurable goals for Freshman Academy are as follows: 1) Increase overall grade point average; 2) Increase A-G credits earned; 3) Increase overall academic skill sets; 4) Decrease behavioral issues.</p> <p>4. All parents and students are involved in providing input on decisions related to the district's instructional programs, increasing student engagement and participation to ensure high levels of achievement in all subject areas.</p> <p>5. Instructional delivery of all core content areas with standards aligned instructional materials.</p> <p>6. Teachers and support staff are trained on any new purchases and adoptions of instructional materials. This year elementary grades TK-5th will implement a new math program, SWUN Math, and receive intensive professional development from SWUN coaches and our own district math coach.</p> <p>7. Formative and summative assessment achievement results for all students in both English language arts and Math are analyzed for areas of need with additional teacher support and ongoing research based professional development.</p>	<p>Certificated and Classified staff 3000-3999: Employee Benefits General Fund \$7,313,329</p> <p>Approved Textbooks and Core Curriculum, Reference materials, Materials & Supplies, Noncapitalized Equipment 4000-4999: Books And Supplies General Fund \$1,122,411</p> <p>travel/conferences, Professional/Consulting, Dues/Memberships, Insurance, Utilities/Housekeeping, Rentals/Leases/Repairs, Professional Consulting, Communications 5000-5999: Services And Other Operating Expenditures General Fund \$2,012,869</p> <p>Technology hardware, infrastructure, Instructional core curriculum software, and instructional software 4000-4999: Books And Supplies Measure A Fund 21 \$580,000</p> <p>Special Education Billback and indirect costs 7000-7439: Other Outgo General Fund \$57,036</p> <p>Interfund transfer out 7000-7439: Other Outgo General Fund \$75,880</p>	<p>Certificated and Classified staff 3000-3999: Employee Benefits General Fund 7,861,659</p> <p>Approved Textbooks and Core Curriculum, Reference materials, Materials & Supplies, Noncapitalized Equipment 4000-4999: Books And Supplies General Fund \$907,160</p> <p>travel/conferences, Professional/Consulting, Dues/Memberships, Insurance, Utilities/Housekeeping, Rentals/Leases/Repairs, Professional Consulting, Communications 5000-5999: Services And Other Operating Expenditures General Fund 2,374,406</p> <p>Technology hardware, infrastructure, Instructional core curriculum software, and instructional software 4000-4999: Books And Supplies Measure A Fund 21 \$836,959</p> <p>Special Education Billback and indirect costs 7000-7439: Other Outgo General Fund \$128,269.</p> <p>Interfund transfer out 7000-7439: Other Outgo General Fund \$190,625</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>8. In accordance with the District Technology Plan, continue to upgrade, enhance, and streamline technology systems, infrastructure, and hardware installations. Classroom technology needs are fulfilled in a coordinated, equitable, and strategic methods of prioritizing the purchase of digital curriculum and instructional programs. District-wide technology systems alignment and training: ISI implementation, support, Classroom instructional technology upgrades: replacement of outdated projectors, document cameras, teacher and student devices - Laptops, Chromebooks, iPads</p> <p>Wifi Network Upgrades and Expansion: Routers, Access Points, 3D design/CAD, robotics kits, and STEM-based equipment for curriculum integration at all schools</p> <p>K-5 Computer Science instruction provided to all students - K5.</p> <p>Parent Ed Tech Night - Fall 2018 (PGMS)</p> <p>(Measure A Bond program fund 21)</p> <p>9. All students have access to regular vocal and instrumental music instruction by appropriately credential teachers. (program 1432)</p> <p>10. All student learning is enhanced by providing an orderly, caring, and nurturing educational and social environment in which all students feel safe and take pride in their school and achievements. Positive interpersonal relationships among students and between students and staff are promoted through a variety of social/emotional supports and programs at each of the sites. (Certificated counselors and school psychologists and contract with Community Human Services). We will track students via Illuminate's On Track Early Warning System and implement the district wide suspension criteria as well as strategies to support students in making positive behavior choices. The board approved Student Discipline Matrix and Related Interventions will be used as a guideline to provide district wide optional consequences.</p> <p>To provide consistency within our elementary schools for behavior expectations, Forest Grove along with Robert Down, will also implement the Program Toolbox by Dovetail Learning, a Kindergarten through 6th grade program that supports children in understanding and managing their own emotional, social, and academic success. Children learn 12</p>		

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>simple yet powerful Tools. With practice, these Tools become valuable personal skills and strategies for self-awareness, self-management, and relationship-building, which, in turn, foster responsible decision-making. The curriculum is designed to teach students alternate ways to deal with adverse situations in a positive manner. At the Middle School Character Strong will be implemented with a strong focus on character development and social-emotional skills by promoting positive interactions and relationship skills. The High School and Community High School will continue their efforts with implementation of Restorative Justice practice.</p> <p>To support students with disabilities, we will continue to work with Monterey County Behavioral Health, offer social skills curriculum, Handle With Care training, as well as identify through the IEP process methodology identified to increase pro-social behavior and decrease maladaptive behaviors.</p> <p>We will continue to provide the following safety supports to our 2019-2020 district wide safety plan:</p> <p>District-wide professional development in THE BIG FIVE, School Emergency Guidelines for Immediate Action Response. This training will be provided to new staff, substitute teachers, and site safety teams inclusive of management, classified and certificated staff.</p> <p>Partner with Department of Homeland Security and local law enforcement in the "See Something, Say Something" campaign.</p> <p>Partner with Sandy Hook Promise to provide administrators, staff and parents resources in wellness programs that identify, intervene and help at-risk individuals and gun safety practices that ensure firearms are kept safe and secure.</p> <p>Update Site Safety Plans and Resources for mental health and crisis mitigation on our district website.</p> <p>Continue contract for service with District School Resource Officer (SRO) and Wonder Woofs, Canine Narcotic Unit.</p> <p>Partner with Monterey Behavioral Health to provide district wide training in Mental Health First Aid</p>		

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Install an additional eight surveillance cameras at district office and maintenance facility. Move from the use of analog radios to digital radios district wide.		

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

When the pandemic hit in March 2020 all budgeted expenditures were reallocated to support distance learning and provide the technology and infrastructure to ensure all students and staff had the wifi connectivity and devices to be successful during a distance learning environment. Additional monies were spent on providing safety protocols should students return to school before the end of the school year. Additional classified staff hours were added to provide supports as well as reassignments for employees who were displaced as a result of school closures.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

We were able to successfully implement all of the actions until the final quarter of the school year when the pandemic forced our district to close down.

One of the greatest success was the upgrades to our technology systems. The District network was upgraded with Cisco Meraki enterprise hardware and the student Chromebook fleet refreshed with new Dell 3100 devices. Hardware and software student kits were purchased in support of 3D Modeling, STEM and Robotics education. K-5 instruction computer science instruction was provided by the Digital teacher in a push in model. Virtual tech nights were provided in the spring of 2020 to support distance learning.

Goal 2

Mathematics

All English Learners (EL), Socioeconomically Disadvantaged Students (SED), Foster Youth (FY), Students With Disabilities (SWD), and Hispanic will show a measurable increase in achieving grade level standards in mathematics each year as measured by Smarter Balanced Assessments and local valid assessments.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 2: State Standards (Conditions of Learning)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 7: Course Access (Conditions of Learning)

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
<p>Metric/Indicator</p> <p>State Measures: Smarter Balanced Assessments (SBA) grades 3-8 and 11.</p> <p>Local Measures: Interim Formative Assessments (IFA's) to be given 3 or more times per year, grades K-12. These assessments can include, but are not limited to, pre built or custom assessments contained in Illuminate and other measures such as Basic Skills, MDTP, SMI, etc.</p>	<p>State Measures: Smarter Balanced Assessments (SBA) grades 3-8 and 11. (Due to the pandemic the state tests were not administered)</p> <p>,</p> <p>The most recent Caasspp assessments were in the spring of 2019: 65.02% Met/exceeded standards 33.5 points above standard (green) Dashboard data 2019-2020</p>

Expected	Actual
<p>19-20 SBA Math Performance - Grades 3-8 and 11:</p> <p>SBA Math performance for each student group (EL, SED, Students with Disabilities, etc.) will increase an average of 5 or more percentage points and/or maintain or improve performance status respectively as reflected on the CA Accountability Model and School Dashboard as compared to the previous year's performance.</p> <p>IFA Performance in Math - All Grade Levels: IFA scores for each student group (EL, SED, Students with Disabilities, etc.) respectively will increase incrementally throughout the school year by employing targeted and systematic academic intervention for students in need.</p> <p>Baseline 2015-2016 SBA Results (to be updated with 2016-17 SBA Results) and current CA Accountability Model and School Dashboard placement. See Appendix A for 2015-2016 and 2016-2017 SBA results</p>	

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>All Instructional Leadership teams (ILT) teams will continue to support the PLC work at the sites focusing on targeted instruction based on data analysis of common formative assessments and other local measures. All sites will also continue to refine practices with teacher clarity, feedback and success criteria. Grade level teams will also work with the math instructional coach and the site administrator with lesson studies and peer observations in keeping with the Cycles of Professional Learning. Teachers will share and implement best practices to meet the</p>	<p>All Instructional Leadership teams (ILT) teams continue to support the PLC work at the sites focusing on targeted instruction based on data analysis of common formative assessments and other local measures. All sites continue to refine practices with teacher clarity, feedback and success</p>	<p>All Instructional Leadership teams (ILT) teams continue to support the PLC work at the sites focusing on targeted instruction based on data analysis of common formative assessments and other local measures. All sites continue to refine practices with teacher clarity, feedback and success</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>needs of identified student groups and determine their success based on student data.</p> <p>Develop a district wide vertical articulation cycle at the end of the year between 5th and 6th grades, 8th and 9th grades to share specific achievement data with the grade above them to ensure proper placement and support. Additionally, teams will discuss gaps aligned to the standards that they are seeing in the students they receive. Elementary, middle school, and high school vertical articulation within grade spans will occur during collaboration times during the school year.</p>	<p>criteria. Grade level teams worked with the math instructional coach until we had to close schools down due to the pandemic. Teachers shared and implemented best practices to meet the needs of identified student groups and determine their success based on student data. Teachers also worked diligently to provide instruction in a distance learning environment and worked closely with each other and our tech support team to provide engaging virtual lessons for our students during the last quarter of the school year.</p> <p>no cost</p> <p>Substitute costs for articulation 1000-1999: Certificated Personnel Salaries General Fund \$2,500</p>	<p>criteria. Grade level teams worked with the math instructional coach until we had to close schools down due to the pandemic. Teachers shared and implemented best practices to meet the needs of identified student groups and determine their success based on student data. Teachers also worked diligently to provide instruction in a distance learning environment and worked closely with each other and our tech support team to provide engaging virtual lessons for our students during the last quarter of the school year.</p> <p>no cost</p> <p>Substitute costs for articulation 1000-1999: Certificated Personnel Salaries General Fund \$1,500</p>
<p>Math Coach will work with elementary teachers and instructional aids TK-5th to support the new adopted math curriculum and middle school math departments to support math teachers in the PLC cycle. Focus on error analysis in student work and assessments along with specific targeted instructional strategies to meet student needs in the targeted intervention math classes. Focus on academic language, sentence frames, conceptual understanding with math manipulatives and visual representations and articulation of mathematical practices with student peers.</p>	<p>Contract for Math Coach Elementary 296 hrs. MS 74 hrs. 5800: Professional/Consulting Services And Operating Expenditures General Fund-Supplemental \$22,200</p>	<p>Contract for Math Coach ElementaryMS 202 hours 5800: Professional/Consulting Services And Operating Expenditures General Fund \$12,120</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
<p>Action 4: Students who struggle in math will receive multiple levels of support. Elementary math teachers will work with the math coach to analyze student errors and plan instruction at the conceptual level to build on the 8 mathematical practices. Elementary teachers will support students through leveled targeted interventions in the classroom through small group instruction as well as grade level flexible grouping.</p> <p>Middle School: For students two or more grade levels behind will be scheduled in Math 180 courses beginning in grade six for a total of one general ed and one special education. Continue a math transition class for students on IEP's that are exiting Math 180. .</p> <p>Continue modified classes for math 6, 7, and 8 that offer a differentiated approach focusing on conceptual learning of mathematics and its application.</p> <p>Students in grade level math classes who struggle will attend a Math Academic Intervention class offered after school at the Middle School level.</p> <p>At the high school, a Math support class is offered in 8th period to support struggling students at the high school as well as a math support class designated for students who will concurrently be enrolled in Integrated math one class. A new targeted intervention math/English class is offered for 10th grade students who are at risk of failing.</p>	<p>General education MS: 1 math 180 and 3 math RTI (6, 7, 8) HS 2 math support classes and 10th grade math/English intervention class 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$150,208</p> <p>Special education transitions Math and 1 math 180 Middle school 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$43,737</p>	<p>General education MS: 1 math 180 and 3 math RTI (6, 7, 8) HS 2 math support classes and 10th grade math/English intervention class 1000-1999: Certificated Personnel Salaries General Fund \$155,488</p> <p>Special education transitions Math and 1 math 180 Middle school 1000-1999: Certificated Personnel Salaries General Fund \$44,100</p>
<p>Action 5: Support AVID implementation at the middle school and high school. Add one section to 7th grade AVID and maintain one section of 8th grade AVID and one section for AVID District Director. Also maintain a High School 9th grade AVID section and 10-12 grade AVID.</p>	<p>4 AVID sections:7th, 8th, 9th, 10th-12 and one section for District AVID Director 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$109,679</p> <p>AVID membership fees 5000-5999: Services And Other Operating Expenditures General Fund \$9,118</p>	<p>4 AVID sections:7th, 8th, 9th, 10th-12 and one section for District AVID Director 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$110,350</p> <p>AVID membership fees 5000-5999: Services And Other Operating Expenditures General Fund \$9,118</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
Increase percentage of students target groups meeting A to G requirements and/or enrollment in CTE pathways with an additional full time counselor who will meet with target student groups at the high school and one day a week at Community High School	High School Outreach Counselor 1000-1999: Certificated Personnel Salaries General Fund- Supplemental \$86,829	High School Outreach Counselor 1000-1999: Certificated Personnel Salaries General Fund- Supplemental \$88,525

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

All funds budgeted were implemented for actions and services set forth in the plan. The only component of the plan that was not carried through as planned was the contract for the math coach to work with the elementary schools due to conflicts in scheduling and the pandemic's effects on school closures. Elementary teachers continued to be supported with the math coach from the math curriculum SWUN.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

All actions/services were successful especially the HS outreach counselor with targeting students with the greatest challenges. We saw an increase in graduation rates, college and career readiness, and participation in A to G classes for target populations at the HS. We also saw large gains for students in the math support classes at the middle school with an increase of students able to move out of support classes into grade level math classes. The high school also is following the middle school's plan and incorporating math support classes for IM1, IM2, and IM3 for students who need additional support while concurrently being enrolled in IM1, IM2, or IM3. AVID continues to be very successful at the middle school and is planning on continuing to implement schoolwide AVID strategies in all content areas to support student learning. A challenge due to the pandemic was not being able to hold the articulation meetings for math students in the transition grades from 5th to 6th, and 8th to 9th grade.

Goal 3

English Language Arts:

All English Learners, Socio economically disadvantaged students, foster youth, and students with disabilities will show a measurable increase in achieving grade level standards in English Language Arts each year as measured by Smarter Balanced Assessments and local valid formative assessments.

State and/or Local Priorities addressed by this goal:

State Priorities: Priority 1: Basic (Conditions of Learning)
 Priority 2: State Standards (Conditions of Learning)
 Priority 3: Parental Involvement (Engagement)
 Priority 4: Pupil Achievement (Pupil Outcomes)
 Priority 7: Course Access (Conditions of Learning)

Local Priorities:

Annual Measurable Outcomes

Expected	Actual
Metric/Indicator State Measures: Smarter Balanced Assessments (SBA) grades 3-8 and 11. CELDT Local Measures: Interim Formative Assessments (IFA) to be given 3 or more times per year, grades K-12. These assessments can include but are not limited to, pre-built or custom assessments contained in Illuminate and other measures such as Basic Skills, DIBELS, SRI, etc.	State Measures: Smarter Balanced Assessments (SBA) grades 3-8 and 11. Due to the pandemic in March 2020 the state suspended the Caaspp assessments. 78.67% Met/exceeded standards 68.1 points above standard (blue) Dashboard data 2019-2020 Percent of ELs who make progress toward English proficiency as measured by the ELPAC 71.4% make progress Dashboard data 2019-2020 22.6% EL Reclassification rate Calpads 2019-2020

Expected	Actual
<p>19-20 SBA ELA Performance - Grades 3-8 and 11:</p> <p>SBA ELA performance for each student group (EL, SED, Students with Disabilities, etc.) will increase an average of 5 or more percentage points and/or maintain or improve performance status respectively as reflected on the CA Accountability Model and School Dashboard as compared to the previous year's performance.</p> <p>IFA Performance in ELA - All Grade Levels: IFA scores for each student group (EL, SED, Students with Disabilities, etc.) respectively will increase incrementally throughout the school year by employing targeted and systematic academic intervention for students in need.</p> <p>Baseline 2015-2016 SBA Results for ELA (to be updated with 2016-17 SBA Results) and current CA Accountability Model and School Dashboard placement. Please see Apendix A for 2015-2016 SBA results.</p> <p>2016-2017 CELDT 68% Making annual progress in learning English 47% Attained English Proficiency level on CELDT Reclassification rate for English Learners: 21%</p>	

Actions / Services

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
All Instructional Leadership teams (ILT) teams will continue to support the PLC work at the sites focusing on targeted instruction based on data analysis of common formative assessments and other local measures.	no cost	no cost

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
All sites will also continue to refine practices with teacher clarity, feedback and success criteria. Grade level teams will also work with the math instructional coach and the site administrator with lesson studies and peer observations in keeping with the Cycles of Professional Learning. Teachers will share and implement best practices to meet the needs of identified student groups and determine their success based on student data.		
<p>Action 2: Provide ongoing training and practice including conference attendance, webinar and workshop participation for all grade level teams on district technology systems including Illuminate Education Data and Assessment System and Google.</p> <p>Action 3: Students who struggle in English Language Arts will receive multiple levels of support at the secondary level. At the middle school, students two or more grade levels behind will be scheduled in general education Read 180 courses . A transitions English class will continue as another level of intervention for students on IEP's who cannot access general education English Language arts classes after exiting the Special Education Read 180 program. At the high school, an intervention English class will support sophomores needing additional support.</p>	<p>Conference attendance for Technology Systems 5000-5999: Services And Other Operating Expenditures General Fund \$4,000</p> <p>2 sections of general education Read 180 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$41,378</p> <p>Special education English transition class 1000-1999: Certificated Personnel Salaries General Fund \$19,266</p> <p>10th grade intervention English 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$8,900</p>	<p>Attendance at the SEPTA Conference 5000-5999: Services And Other Operating Expenditures General Fund \$3113.52</p> <p>2 sections of general education Read 180 2000-2999: Classified Personnel Salaries General Fund-Supplemental \$41,780</p> <p>Special education English transition class 1000-1999: Certificated Personnel Salaries General Fund \$19,651</p> <p>10th grade intervention English 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$9,075</p>
Action 4: Elementary ELA programs will incorporate certificated teachers and instructional assistants and materials needed to support grade level targeted interventions such as Read 180, targeted foundational reading instruction, and designated English language development support.	<p>Certificated salary elementary intervention programs</p> <p>1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$330,453</p> <p>Classified salary (all elementary instr. aids) 2000-2999: Classified</p>	<p>Certificated salary elementary intervention programs 1000-1999: Certificated Personnel Salaries General Fund-Supplemental \$399,203</p> <p>Classified salary (all elementary instr. aids) 2000-2999: Classified</p>

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
	Personnel Salaries General Fund \$337,227	Personnel Salaries General Fund \$335,848
Continued supports and professional development for all elementary and content area teachers at the Middle and High school with implementation of integrated English Language development best practices.	Workshop registration and travel for certificated and classified staff 5000-5999: Services And Other Operating Expenditures General Fund \$2,000 Substitute costs 1000-1999: Certificated Personnel Salaries General Fund \$1,000.	Workshop registration and travel for certificated and classified staff 5000-5999: Services And Other Operating Expenditures General Fund \$603. Substitute costs 1000-1999: Certificated Personnel Salaries General Fund \$400
Action 6: Academic intervention class at the middle school focusing on targeted instruction in English Language Arts based on local data from common formative assessments data and quarter grades for progress monitoring. Designated English Language Development teachers collaborate with general education teachers to ensure English Learners access core programs. Language Review teams meet twice a year to discuss English Learners and Reclassified Fluent English Learners individual strengths and areas of growth, reclassification criteria, and designated supports for Smarter Balanced end of year tests.	After School Academic Intervention Class 1000-1999: Certificated Personnel Salaries General Fund \$8,300. Substitute costs for Language review team days (Title 3) 1000-1999: Certificated Personnel Salaries Other \$1,500.	After School Academic Intervention Class 1000-1999: Certificated Personnel Salaries General Fund \$4,217 Substitute costs for Language review team days (Title 3) 1000-1999: Certificated Personnel Salaries Other \$1550
Offer English Learner Parent Education Classes to assist parents in helping their children with academic vocabulary, homework in content areas, and the understanding of school policy and procedure. Extend the class to include all English Learner parents in the district.	Parent Education Classes 1000-1999: Certificated Personnel Salaries Adult Education Fund \$4,000. Baby sitting through BASRP (paid by Title 3) 2000-2999: Classified Personnel Salaries Other \$1,400.	Parent Education Classes 1000-1999: Certificated Personnel Salaries Adult Education Fund \$2,179 Baby sitting through BASRP (paid by Title 3) 2000-2999: Classified Personnel Salaries Other \$78.36
Smarter balanced practice tests with Interim Assessment blocks will be implemented for students on IEP's to support the identification of appropriate accommodations and to familiarize the students to the testing format to relieve anxiety and promote student confidence.	Smarter balanced practice tests with Interim Assessment blocks were implemented for students on IEP's to support the identification of appropriate accommodations and to familiarize the students to the testing format to relieve	Smarter balanced practice tests with Interim Assessment blocks were implemented for students on IEP's to support the identification of appropriate accommodations and to familiarize the students to the testing format to relieve

Planned Actions/Services	Budgeted Expenditures	Actual Expenditures
	anxiety and promote student confidence. However, students did not have to take smarter balanced assessments due to the pandemic and the state's waiving the requirement for students to take the test. no cost	anxiety and promote student confidence. However, students did not have to take smarter balanced assessments due to the pandemic and the state's waiving the requirement for students to take the test. no cost

Goal Analysis

A description of how funds budgeted for Actions/Services that were not implemented were used to support students, families, teachers, and staff.

Due to the pandemic, the Middle school's after school intervention class was not able to continue. There was also difficulty finding teachers during the start of the school year to support students in all academic areas. Teachers and intervention staff continued to work with the students during the learning center and with in class push in supports. English Language Development teachers attended workshops on supporting teachers with Integrated English language development in content area. Due to challenges with getting substitutes and teachers being gone from the classroom, the decision was made to provide staff training during collaborative department and staff meetings. All monies are reverted back to the general fund where money is reallocated to serve target student populations for before/after school tutoring as well as additional supports during the school day via the intervention teams.

A description of the successes and challenges in implementing the actions/services to achieve the goal.

The elementary intervention system is a successful system that improves every year. With a focus on data driven instruction to target specific student needs, we are seeing large gains among our target student groups. The elementary intervention system is now operating as a district system versus a school by school system. In this way, we are able to pull together our resources to meet the needs of students who need it the most (tier 2 interventions). Certificated teachers along with high trained instructional aides are making a positive difference. In the fall of 2020, the district trained all instructional aides to use the distance learning platforms and the curriculum at a deeper level in order to support students during virtual breakout sessions. We feel this has strengthened the intervention systems' capacity to meet the needs of all students at the elementary level.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan

The following is the local educational agency's (LEA's) analysis of its 2020-21 Learning Continuity and Attendance Plan (Learning Continuity Plan).

In-Person Instructional Offerings

Actions Related to In-Person Instructional Offerings

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Professional development days in July for teachers to collaborate and plan for Hybrid and Distance Learning Programs. This additional professional development for teachers will improve the services provided for our unduplicated student population such as instructional program for both hybrid or distance learning program.	\$46,392	\$46,392	Yes
Software programs (IXL and IRead) to support students for learning loss in the spring of 2020 and intervention supports the 2020-2021 school year (Used for in person specifically for Intervention and pupil learning loss tier 1 supports (classroom))	\$16,921	\$16,921	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions.

There were no differences between the planned actions and/or budgeted expenditures proposed.

Analysis of In-Person Instructional Offerings

A description of the successes and challenges in implementing in-person instruction in the 2020-21 school year.

The professional development days during the summer were a huge success as the teachers and classified staff needed the time to understand and plan for distance learning and a hybrid model of instruction. The software programs we implemented were not as successful as we thought. The IREAD program had so many glitches proving it wasn't helping our students as intended, hence we are not purchasing this program for the 2021-2022. The IXL program wasn't used by as many teachers as intended and next school year we are proposing to pilot another software program to support students in mathematics.

Distance Learning Program

Actions Related to the Distance Learning Program

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Technology-In addition to the provision of chromebooks, special education provided ipads to students in the mod/severe SDC program to increase student engagement and to collect data towards IEP goals.	\$22,716	\$22,716	Yes
Instructional Materials-In addition to instructional materials provided by general education per grade level, special education provided instructional materials related to specialized academic instruction to promote progress towards IEP goals	\$9,095	\$9,095	Yes
Apps/Licenses-In addition to the apps and licenses provided by general education per grade level, special education purchased additional apps and licenses in order to provide specialized academic instruction in the virtual learning environment.	\$18,659	\$18,659	Yes
Professional Development was provided to all classified staff including instructional assistants and paraprofessionals to prepare them to instruct and support students while distance learning.	\$53,838	\$53,838	Yes
Virtual Assessment licenses and training	\$4,428	\$4,428	Yes
Professional development days in the summer to attend University of Phoenix Summer Virtual Teaching Academy on Distance Learning	\$20,381	\$20,381	Yes
Two additional professional development days before the start of school for a total of 7	\$177,266	\$186,186	Yes

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
BASRP (before and after school childcare) Employees for reassignment during August 12 through December 31, 2020	\$151,938	\$205,754	Yes
Cost of (before and after school childcare) Employees for reassignment during March 16 through May 31, 2020	\$129,826	\$144,573	Yes
3 hours per day of additional classified technology support Approximately \$3,973 per month, September 1 through December 31, 2020	\$15,892	\$16,000	Yes
Wifi Hotspots-TMobile and Kajeet Remote Software-Logmein	\$14,563	\$31,208	Yes
Chromebooks for students in need of devices for a total of 633 units	\$180,423	\$180,423	Yes
Zoom Licenses	\$10,000	\$10,042	Yes
Ipads for students -160 units + warranty	\$48,654	\$48,654	Yes
Professional development for online curriculum (elementary) Superkids, Benchmark Advance	\$2,750	\$2,750	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions.

The only substantive difference was in adding more hours for the employees from BASRP due to being displaced by the pandemic.

Analysis of the Distance Learning Program

A description of the successes and challenges in implementing each of the following elements of the distance learning program in the 2020-21 school year, as applicable: Continuity of Instruction, Access to Devices and Connectivity, Pupil Participation and Progress, Distance Learning Professional Development, Staff Roles and Responsibilities, and Support for Pupils with Unique Needs.

Continuity of Instruction: Success: Having designated Mondays as an asynchronous day districtwide enabled teachers to collaborate in grade levels and departments to ensure there was consistency in delivery of content and instruction. Teachers were also able to share best practices for distance learning to ensure students were engaged.

Access to Devices and Connectivity: Success: We purchased computers to ensure that ALL students had a device and set up a tech

help desk to resolve issues in the home. We also purchased wifi hotspots to ensure families without access had what they needed. The challenges were related to technological difficulties that were not in control of the district's capacity to ensure everyone had the same connectivity. There were too many other factors which is why when we were able to bring small cohort groups back to school, we did and this resolved many issues.

Pupil Participation and Progress: Success: Our teachers, classified staff, counselors, and administrators connected with all students who were not present during synchronous instruction and those who weren't turning in their asynchronous assignments. Time was of the essence and all protocols were put in place to ensure students participated every day. Teachers incorporated engagement strategies and social emotional activities to make distance learning enjoyable for students. They also supported students needs to engage with peers during instruction. **Challenges:** Students who did not have an adult present at home to keep them focused was a struggle for both the students and teachers. It is hard for the teacher to know exactly what is happening at home via a computer screen.

Distance Learning Professional Development: Success: Teachers, instructional aides and administrators attended Distance learning professional development during the summer. Teachers were also given paid time during the summer along with additional days before the first day of school to collaborate, plan curriculum for a distance learning format, develop consistent engaging practices, mapped out curriculum for consistency across grade levels and departments, identified the most important standards, and developed assessments to monitor student progress. Our teachers were ready and worked very hard to meet the needs of students in a distance learning environment. **Challenges:** Revamping in person instruction into a distance learning environment. This required a whole new way of engaging students through a computer screen. However our greatest challenges became the impetus that lead our high qualified teachers and staff to rise to the challenge and be successful.

Staff Roles and Responsibilities: Success: Staff that had been displaced due to covid restrictions were able to be reassigned to support teachers and students at the school sites. All employees continued to be paid and engaged in other work assignments. Other staff were reassigned to support teachers with small group instruction. **Challenges:** to ensure the folks that were reassigned were in positions where they felt comfortable doing that type of work. It was also challenging to provide work for staff who could not be at a school site and needed to work from home.

Support for Pupils with Unique Needs

- Resource and intervention teachers, instructional aids, and paraprofessionals attended the same week long PD provided for gen ed on new online curriculum and tech tools for DL
- Special Ed teachers developed DL schedules that provided the same number of instructional minutes for each student as required by their grade level
- Students received access to all of the same platforms, apps, instructional materials and technology as those provided to general education students by grade level
- SpEd purchased apps to provide specialized academic instruction that also provided progress monitoring data towards IEP goals
- SpEd continued to hold virtual IEP meetings within compliance timelines

- SpEd provided both a chromebook(for interaction with staff and the rest of the class) and an ipad (for completion of assignments and access to apps) to all SDC students
- Student attendance and participation was great
- Younger students(PreK -2cnd) received white boards and manipulatives to aide instruction (TouchMath 3D numbers, 2D number cards, SuperKids posters, character cards and figurines)
- Therapies (OT, Speech,PT) provided virtually with great success
- In November SpEd opened SDC classrooms for in person instruction 2 mornings weekend and RSP learning support labs at the high school 4 days a week
- Daily interaction between SpEd staff and families increased, parents providing helpful feedback on how to improve their student's DL program.
- SpEd staff creating a shared library of staff created movies and instructional materials.
- Staff collaboration between sites increased and extra support was implemented for English learners, low income, and foster/homeless.

Pupil Learning Loss

Actions Related to the Pupil Learning Loss

Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
Purchase of IXL to support students with differentiated instruction based on ongoing diagnostic assessments	\$12,701	\$12,701	Yes
Purchase of Iread to support primary students with English Language Arts and writing	\$4,220	\$4,220	Yes

A description of any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions.

There were no substantive differences between the planned actions and/or budgeted expenditures.

Analysis of Pupil Learning Loss

A description of the successes and challenges in addressing Pupil Learning Loss in the 2020-21 school year and an analysis of the effectiveness of the efforts to address Pupil Learning Loss to date.

Successes: Teachers monitored student progress on a daily basis along with the intervention staff. Daily attendance and participation was also monitored. Families of students who were not participating were contacted immediately and discussion ensued to identify barriers and solutions. Our families partnered with teachers in the education of their children and became very involved in supporting their children. Intervention staff worked diligently with classroom teachers to identify growth opportunities and worked with students in small groups and one on one. Our counseling staff also met with small groups of students and one on one to support social emotional needs. Ongoing assessments provided valuable information for teachers to communicate with families and for teachers/support staff to work with students especially during asynchronous Mondays.

Challenges: Students who did not have adults at home due to work obligations lacked that support at home. Also students with multiple siblings all attending school at the same time was a challenge.

Overall, we feel very positive about the progress made by students this school year based on the data comparisons between this year and last year at the end of the year. We understand there are students with skill gaps, and we are prepared to meet the needs of these students this summer with our credit recovery program, first and second grade reading intensive summer program, and the expanded learning opportunities we are putting in place for the 2021-2022 school year. The implementation of the new MAP assessment will identify very specific skill gaps that will be addressed in 2021-22. We will also be able to measure student progress by administering MAP next school year in the fall, winter, spring of 2021-22.

Analysis of Mental Health and Social and Emotional Well-Being

A description of the successes and challenges in monitoring and supporting mental health and social and emotional well-being in the 2020-21 school year.

Successes:

- New Student Groups at PGMS
- Counselor led Games group at PGMS
- Small groups addressing anxiety, social skills, and friendships
- Individual virtual counseling sessions with students to address anxiety, isolation, suicidal ideation
- Monthly parent outreach drop-in program entitled “Coffee with the Counselors”
- Individual parent outreach and virtual consultations to support DL and in-person
- Continued to hold virtual SST meetings to identify and address needs of students at risk
- Virtual 504 Plan meetings held
- Counselor collaboration across all district sites
- Weekly collaboration with middle and elementary counselors to debrief about students and programs
- Monthly county-wide sharing of ideas with counselors from other districts
- Virtual student drop-in counseling sessions at PGMS provided 4x weekly
- Student social/emotional check-in system at PGMS
- Pandemic and social-emotional learning related parent articles published in the monthly school newsletters
- Virtual Caring Circles provided at the elementary school level for all grade levels
- Provided SEL parent education opportunity for the entire district through 4 workshops
- Students of Concern (SOC) staff meetings held virtually
- Virtual Career Fair

Challenges:

- Lack of student attendance at virtual counseling sessions for both social/emotional as well as academic concerns
- Inability to easily create new relationships with students via DL through a computer screen
- Inability to hold normal in-person student recognition ceremonies (i.e. Honors Night)
- Lack of easy collaboration with the teaching staff to confer about students
- The challenge of connecting with high risk students during DL, many inconsistencies in attending sessions
- Lack of outside resources to refer students to. Most licensed therapists were no longer able to take on new clients and/or had waitlists. Organizations that typically help our neediest students were not offering services.

Analysis of Pupil and Family Engagement and Outreach

A description of the successes and challenges in implementing pupil and family engagement and outreach in the 2020-21 school year.

Successes: Daily attendance and participation practices supported the protocols in place to engage with students and families who were not participating. When the county allowed school districts to bring small groups of cohorts to school, we did so immediately and this was very successful. We hired substitute teachers to support students during synchronous instruction with the distance learning teacher and to provide support/guidance during the asynchronous assignments. Clearly these students needed someone to provide a structure to do school successfully and it worked. Counseling services were also provided for those students needing additional social emotional support. Finally, intervention staff along with instructional aides provided small group and one on one instruction for those students who struggled especially our English learners, low income, foster/homeless and special needs students.

Challenges: the challenge was to get those students to maintain a focused school approach during distance learning due to factors out of the locus of control of staff via a computer screen before we were allowed to bring students back to school in cohorts.

Analysis of School Nutrition

A description of the successes and challenges in providing school nutrition in the 2020-21 school year.

Successes:

Extension of waivers to allow District to continue serving breakfast & lunch for free to all children ages 18 and younger

Our department adapted to the sites' various on-campus programs and ensured students learning on campus had a hot lunch and breakfast to take home for the next day

Our partnership with St. Mary's Church and their work on securing food boxes from the "USDA Farmers to Families Food Box" program also increased our meal participation on Wednesdays at our curbside operation

When the sites transitioned into hybrid programs, we mobilized our team and increased the number of children served by over 150%.

We continued our curbside meal operation to service the community and distance learning students, prepared and served lunches and take-home breakfast on campus at the elementary sites, prepared meals for the local charter school, and distributed take home meals for preschool and secondary schools.

Challenges:

We have been battling food shortages and substitutions throughout the pandemic, but continue to communicate daily menu items via Catapult messaging so families are aware of the menu changes

Before the pandemic, we worked on decreasing the number of "wrapped" items in our menu, but in order to serve more meals, we have had to rely on some pre-wrapped items. We continue to source food that is low in preservatives, additives, antibiotics, etc.

Menu fatigue – we saw a dip in participation mid-way into the school year and tried to include some student favorites in the menu

Additional Actions and Plan Requirements

Additional Actions to Implement the Learning Continuity Plan

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
School Nutrition	Vouchers to local restaurants were provided for the month of July 2020 to support students who qualified for free and reduced meals.	\$23,065	\$23,065	Yes
In-Person Instructional Offerings	The district purchased materials to build hand washing stations and personal protective equipment (disposable and non disposable aprons, KN 95 masks, hand sanitizer and equipment, face shields) and ordered electrostatic disinfection guns, ziplock bags, nitrile gloves, smocks, Infrared touchless thermometers, antibacterial wipes, antiseptic wipes, batteries, transparent face masks, sanitizer pump bottles, etc	\$82,921	\$82,921	Yes
Pupil Learning Loss (Pupil Learning Loss Strategies)	6 additional daily hours of instructional assistants for both elementary schools support teachers with small group instruction from classified employees flexibility of duties (projected cost August 12th through December 31, 2020	\$53,830	\$54,637	Yes
Distance Learning Program (Distance Learning Professional Development)	10 additional days added to the District Digital teacher and for the (site technology personnel)	\$4,828	\$4,828	Yes
Pupil Learning Loss (Pupil Learning Loss Strategies)	6 additional daily hours of instructional materials support for teachers from classified employees flexibility of duties. This is specific to the exchange of Bus Driver hours to support classroom teachers. Approximately \$4,817.80 per month through December 31, 2020	\$24,089	\$33,053	Yes

Section	Description	Total Budgeted Funds	Estimated Actual Expenditures	Contributing
School Nutrition	Food storage and paper items to improve delivery and pick up access for students in various locations.	\$3,965	\$7,744	Yes

A description of any substantive differences between the planned actions and budgeted expenditures for the additional plan requirements and what was implemented and expended on the actions.

There were no substantive differences between planned actions and budgeted expenditures

Overall Analysis

An explanation of how lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.

The lesson learned as a result of the pandemic are many when it comes to the social and emotional well being of students in addition to academics. Specifically we have developed a social emotional goal with the intent to provide professional development to staff on the impact Social Emotional learning has in developing well rounded human beings and its impact on academics. We are also going to be providing parent supports and teacher supports in this area as well given the challenges presented by this pandemic. Many of the engaging strategies used during distance learning will continue to be implemented in the classroom and much of the software that was purchased to support distance learning will continue to be used as it was highly engaging for students.

An explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs.

This year we noted that the majority of students progressed academically despite the distance learning environment for most of the school year. Our intervention teachers and the additional instructional aid hours worked to support differentiated small group instruction at the elementary level. The secondary school's intervention supports were also very successful. Students with unique needs were monitored closely and will continue to monitor their progress next school year. We also purchased the MAP (Measures of Academic Growth) assessments in order to pinpoint specific skill gaps for all students especially English Learners, low income, foster/homeless and special needs students.

A description of any substantive differences between the description of the actions or services identified as contributing towards meeting the increased or improved services requirement and the actions or services implemented to meet the increased or improved services requirement.

There were no substantive differences as the majority of the expenditures contributed to increased and improved services for those intended.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

A description of how the analysis and reflection on student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP.

Up until the pandemic in March of 2020, everything was moving along as planned in the 2019-2020 LCAP. Once the pandemic hit and we had to close schools and shift immediately to a new instructional format that was brand new and based on technology everything changed for all staff, students, and families. It was a huge endeavor, however everyone in our school community rose to the occasion and made the best out of a dire situation. This event reinforced our commitment to serving the whole child and engage their families as partners in education. We believe that social emotional learning is vital to the academic success of students and that all aspects of learning need to be attending to. For this reason we are implementing a social emotional learning goal and have actions to address the needs of everyone in our school community. We learned through the experiences and challenges faced during distance learning and believe these experience allowed us to shift instructional practices for higher student engagement. Our teachers, staff, and administrators worked collaboratively for the good of all and everyone worked together becoming more efficient and efficacious. Students also rose to the challenges put forth and became more resilient. We look forward to a new school year with students physically present to begin the healing process. Given the fact that all meetings needed to be virtual, we realized more people could participate in meetings with site personnel during this venue and therefore plan on continuing this practice for board meetings, IEP, SST, and other meetings that otherwise required the physical presence of families. All in all, this experience required a growth mindset to make it work and that is what our amazing certificated, classified, and administrative staff accomplished! Dr. Porras, our Superintendent, encouraged us with "All Hands on Deck" and that is exactly what we did for the good of all in our school community.

Instructions: Introduction

The Annual Update Template for the 2019-20 Local Control and Accountability Plan (LCAP) and the Annual Update for the 2020–21 Learning Continuity and Attendance Plan must be completed as part of the development of the 2021-22 LCAP. In subsequent years, the Annual Update will be completed using the LCAP template and expenditure tables adopted by the State Board of Education.

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Instructions: Annual Update for the 2019–20 Local Control and Accountability Plan Year

Annual Update

The planned goals, state and/or local priorities, expected outcomes, actions/services, and budgeted expenditures must be copied verbatim from the approved 2019-20 Local Control and Accountability Plan (LCAP). Minor typographical errors may be corrected. Duplicate the Goal, Annual Measurable Outcomes, Actions / Services and Analysis tables as needed.

For each goal in 2019-20, identify and review the actual measurable outcomes as compared to the expected annual measurable outcomes identified in 2019-20 for the goal. If an actual measurable outcome is not available due to the impact of COVID-19 provide a brief explanation of why the actual measurable outcome is not available. If an alternative metric was used to measure progress towards the goal, specify the metric used and the actual measurable outcome for that metric.

Identify the planned Actions/Services, the budgeted expenditures to implement these actions toward achieving the described goal and the actual expenditures to implement the actions/services.

Goal Analysis

Using available state and local data and input from parents, students, teachers, and other stakeholders, respond to the prompts as instructed.

- If funds budgeted for Actions/Services that were not implemented were expended on other actions and services through the end of the school year, describe how the funds were used to support students, including low-income, English learner, or foster youth students, families, teachers and staff. This description may include a description of actions/services implemented to mitigate the impact of COVID-19 that were not part of the 2019-20 LCAP.

- Describe the overall successes and challenges in implementing the actions/services. As part of the description, specify which actions/services were not implemented due to the impact of COVID-19, as applicable. To the extent practicable, LEAs are encouraged to include a description of the overall effectiveness of the actions/services to achieve the goal.

Instructions: Annual Update for the 2020–21 Learning Continuity and Attendance Plan

Annual Update

The action descriptions and budgeted expenditures must be copied verbatim from the 2020-21 Learning Continuity and Attendance Plan. Minor typographical errors may be corrected.

Actions Related to In-Person Instructional Offerings

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to in-person instruction and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for in-person instruction and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing in-person instruction in the 2020-21 school year, as applicable. If in-person instruction was not provided to any students in 2020-21, please state as such.

Actions Related to the Distance Learning Program

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to the distance learning program and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the distance learning program and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in implementing distance learning in the 2020-21 school year in each of the following areas, as applicable:
 - Continuity of Instruction,
 - Access to Devices and Connectivity,

- Pupil Participation and Progress,
- Distance Learning Professional Development,
- Staff Roles and Responsibilities, and
- Supports for Pupils with Unique Needs, including English learners, pupils with exceptional needs served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness

To the extent practicable, LEAs are encouraged to include an analysis of the effectiveness of the distance learning program to date. If distance learning was not provided to any students in 2020-21, please state as such.

Actions Related to Pupil Learning Loss

- In the table, identify the planned actions and the budgeted expenditures to implement actions related to addressing pupil learning loss and the estimated actual expenditures to implement the actions. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for addressing pupil learning loss and what was implemented and/or expended on the actions, as applicable.
- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in addressing Pupil Learning Loss in the 2020-21 school year, as applicable. To the extent practicable, include an analysis of the effectiveness of the efforts to address pupil learning loss, including for pupils who are English learners; low-income; foster youth; pupils with exceptional needs; and pupils who are experiencing homelessness, as applicable.

Analysis of Mental Health and Social and Emotional Well-Being

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in monitoring and supporting Mental Health and Social and Emotional Well-Being of both pupils and staff during the 2020-21 school year, as applicable.

Analysis of Pupil and Family Engagement and Outreach

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges related to pupil engagement and outreach during the 2020-21 school year, including implementing tiered reengagement strategies for pupils who were absent from distance learning and the efforts of the LEA in reaching out to pupils and their parents or guardians when pupils were not meeting compulsory education requirements or engaging in instruction, as applicable.

Analysis of School Nutrition

- Using available state and/or local data and feedback from stakeholders, including parents, students, teachers and staff, describe the successes and challenges experienced in providing nutritionally adequate meals for all pupils during the 2020-21 school year, whether participating in in-person instruction or distance learning, as applicable.

Analysis of Additional Actions to Implement the Learning Continuity Plan

- In the table, identify the section, the planned actions and the budgeted expenditures for the additional actions and the estimated actual expenditures to implement the actions, as applicable. Add additional rows to the table as needed.
- Describe any substantive differences between the planned actions and/or budgeted expenditures for the additional actions to implement the learning continuity plan and what was implemented and/or expended on the actions, as applicable.

Overall Analysis of the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompts are to be responded to only once, following an analysis of the Learning Continuity and Attendance Plan.

- Provide an explanation of how the lessons learned from implementing in-person and distance learning programs in 2020-21 have informed the development of goals and actions in the 2021–24 LCAP.
 - As part of this analysis, LEAs are encouraged to consider how their ongoing response to the COVID-19 pandemic has informed the development of goals and actions in the 2021–24 LCAP, such as health and safety considerations, distance learning, monitoring and supporting mental health and social-emotional well-being and engaging pupils and families.
- Provide an explanation of how pupil learning loss continues to be assessed and addressed in the 2021–24 LCAP, especially for pupils with unique needs (including low income students, English learners, pupils with disabilities served across the full continuum of placements, pupils in foster care, and pupils who are experiencing homelessness).
- Describe any substantive differences between the actions and/or services identified as contributing towards meeting the increased or improved services requirement, pursuant to *California Code of Regulations*, Title 5 (5 CCR) Section 15496, and the actions and/or services that the LEA implemented to meet the increased or improved services requirement. If the LEA has provided a description of substantive differences to actions and/or services identified as contributing towards meeting the increased or improved services requirement within the In-Person Instruction, Distance Learning Program, Learning Loss, or Additional Actions sections of the Annual Update the LEA is not required to include those descriptions as part of this description.

Overall Analysis of the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan

The Overall Analysis prompt is to be responded to only once, following the analysis of both the 2019-20 LCAP and the 2020-21 Learning Continuity and Attendance Plan.

- Describe how the analysis and reflection related to student outcomes in the 2019-20 LCAP and 2020-21 Learning Continuity and Attendance Plan have informed the development of the 21-22 through 23-24 LCAP, as applicable.

Annual Update for the 2019–20 Local Control and Accountability Plan Year Expenditure Summary

Total Expenditures by Funding Source		
Funding Source	2019-20 Annual Update Budgeted	2019-20 Annual Update Actual
All Funding Sources	35,085,202.00	37,902,184.88
Adult Education Fund	4,000.00	2,179.00
General Fund	33,704,918.00	36,412,485.52
General Fund-Supplemental	793,384.00	648,933.00
Measure A Fund 21	580,000.00	836,959.00
Other	2,900.00	1,628.36

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type		
Object Type	2019-20 Annual Update Budgeted	2019-20 Annual Update Actual
All Expenditure Types	35,085,202.00	37,902,184.88
1000-1999: Certificated Personnel Salaries	17,271,784.00	17,045,276.00
2000-2999: Classified Personnel Salaries	6,614,575.00	8,532,876.36
3000-3999: Employee Benefits	7,313,329.00	7,861,659.00
4000-4999: Books And Supplies	1,702,411.00	1,744,119.00
5000-5999: Services And Other Operating Expenditures	2,027,987.00	2,387,240.52
5800: Professional/Consulting Services And Operating Expenditures	22,200.00	12,120.00
7000-7439: Other Outgo	132,916.00	318,894.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Object Type and Funding Source			
Object Type	Funding Source	2019-20 Annual Update Budgeted	2019-20 Annual Update Actual
All Expenditure Types	All Funding Sources	35,085,202.00	37,902,184.88
1000-1999: Certificated Personnel Salaries	Adult Education Fund	4,000.00	2,179.00
1000-1999: Certificated Personnel Salaries	General Fund	16,495,100.00	16,434,394.00
1000-1999: Certificated Personnel Salaries	General Fund-Supplemental	771,184.00	607,153.00
1000-1999: Certificated Personnel Salaries	Other	1,500.00	1,550.00
2000-2999: Classified Personnel Salaries	General Fund	6,613,175.00	8,491,018.00
2000-2999: Classified Personnel Salaries	General Fund-Supplemental	0.00	41,780.00
2000-2999: Classified Personnel Salaries	Other	1,400.00	78.36
3000-3999: Employee Benefits	General Fund	7,313,329.00	7,861,659.00
4000-4999: Books And Supplies	General Fund	1,122,411.00	907,160.00
4000-4999: Books And Supplies	Measure A Fund 21	580,000.00	836,959.00
5000-5999: Services And Other Operating Expenditures	General Fund	2,027,987.00	2,387,240.52
5800: Professional/Consulting Services And Operating Expenditures	General Fund	0.00	12,120.00
5800: Professional/Consulting Services And Operating Expenditures	General Fund-Supplemental	22,200.00	0.00
7000-7439: Other Outgo	General Fund	132,916.00	318,894.00

* Totals based on expenditure amounts in goal and annual update sections.

Total Expenditures by Goal		
Goal	2019-20 Annual Update Budgeted	2019-20 Annual Update Actual
Goal 1	33,901,507.00	36,663,286.00
Goal 2	424,271.00	421,201.00
Goal 3	759,424.00	817,697.88

* Totals based on expenditure amounts in goal and annual update sections.

Annual Update for the 2020–21 Learning Continuity and Attendance Plan Expenditure Summary

Total Expenditures by Offering/Program		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$63,313.00	\$63,313.00
Distance Learning Program	\$860,429.00	\$954,707.00
Pupil Learning Loss	\$16,921.00	\$16,921.00
Additional Actions and Plan Requirements	\$192,698.00	\$206,248.00
All Expenditures in Learning Continuity and Attendance Plan	\$1,133,361.00	\$1,241,189.00

Expenditures by Offering/Program (Not Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings		
Distance Learning Program		
Pupil Learning Loss		
Additional Actions and Plan Requirements		
All Expenditures in Learning Continuity and Attendance Plan		

Expenditures by Offering/Program (Contributing to Increased/Improved requirement)		
Offering/Program	2020-21 Budgeted	2020-21 Actual
In-Person Instructional Offerings	\$63,313.00	\$63,313.00
Distance Learning Program	\$860,429.00	\$954,707.00
Pupil Learning Loss	\$16,921.00	\$16,921.00
Additional Actions and Plan Requirements	\$192,698.00	\$206,248.00
All Expenditures in Learning Continuity and Attendance Plan	\$1,133,361.00	\$1,241,189.00

LCFF Budget Overview for Parents

Local Educational Agency (LEA) Name: Pacific Grove Unified School District

CDS Code: 27661340000000

School Year: 2021-22

LEA contact information:

Ana Silva

Director of Curriculum & Special Projects

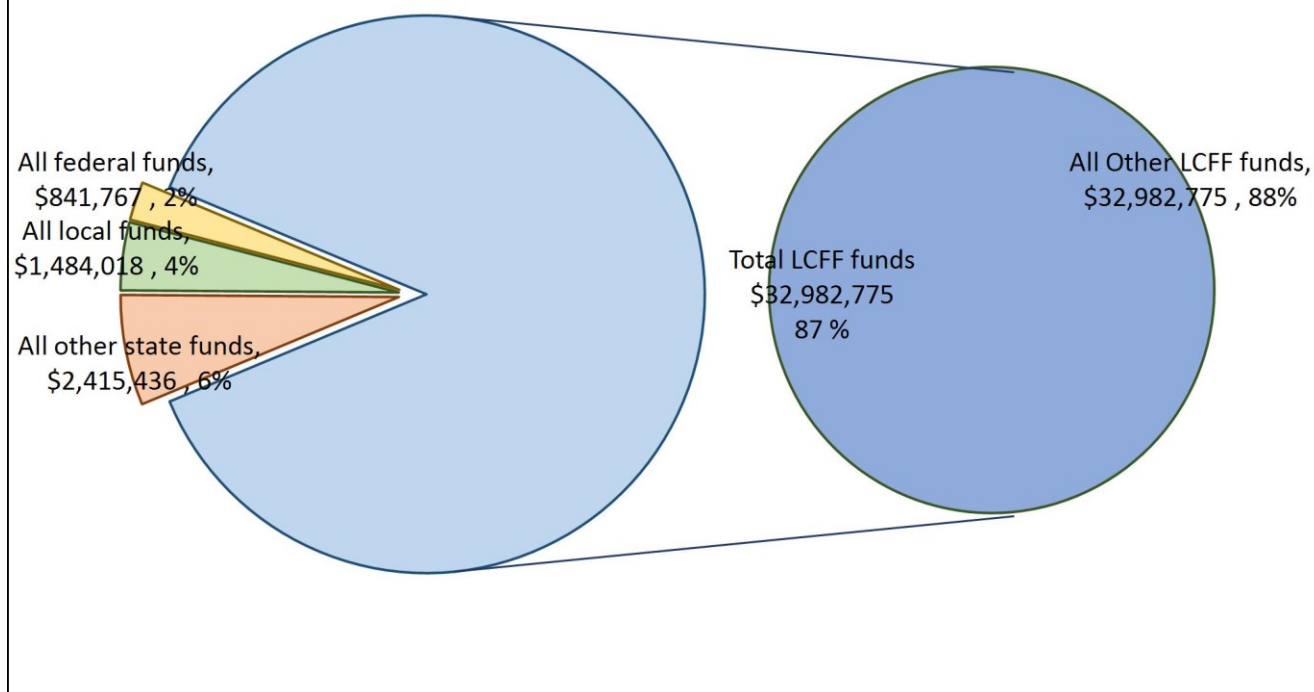
asilva@pgusd.org

831 646-6526

School districts receive funding from different sources: state funds under the Local Control Funding Formula (LCFF), other state funds, local funds, and federal funds. LCFF funds include a base level of funding for all LEAs and extra funding - called "supplemental and concentration" grants - to LEAs based on the enrollment of high needs students (foster youth, English learners, and low-income students).

Budget Overview for the 2021-22 School Year

Projected Revenue by Fund Source

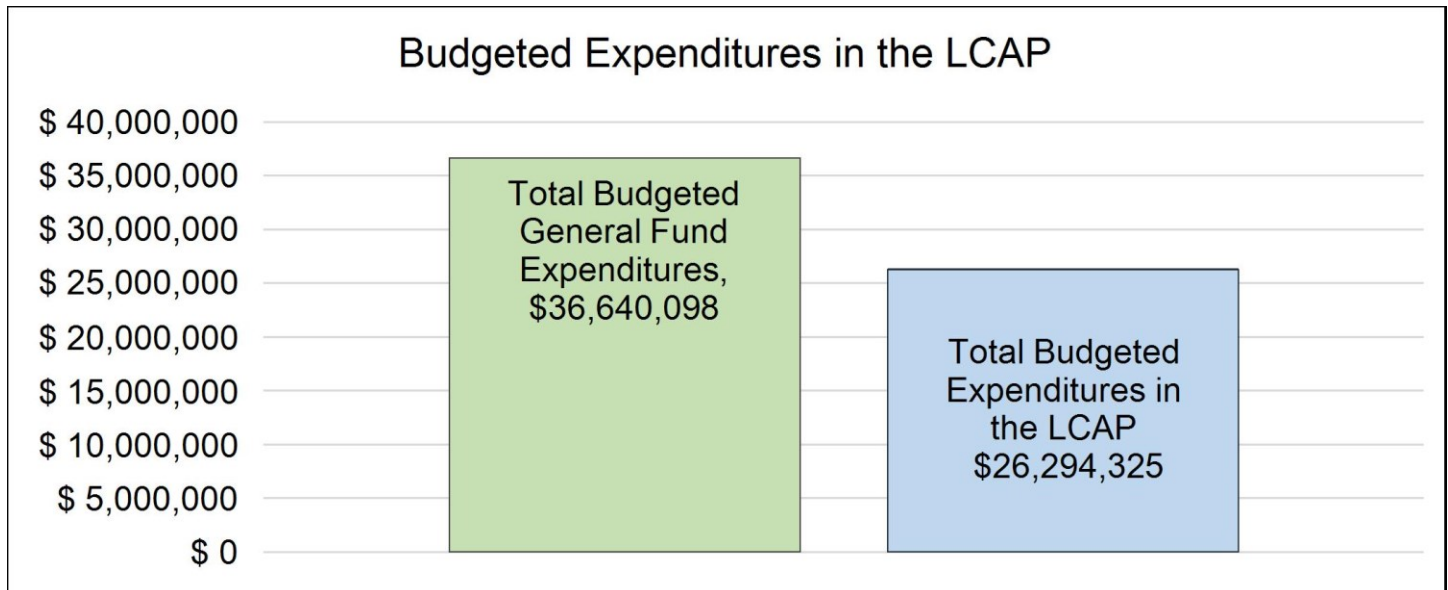


This chart shows the total general purpose revenue Pacific Grove Unified School District expects to receive in the coming year from all sources.

The total revenue projected for Pacific Grove Unified School District is \$37,723,996, of which \$32,982,775 is Local Control Funding Formula (LCFF), \$2,415,436 is other state funds, \$1,484,018 is local funds, and \$841,767 is federal funds. Of the \$32,982,775 in LCFF Funds, \$0 is generated based on the enrollment of high needs students (foster youth, English learner, and low-income students).

LCFF Budget Overview for Parents

The LCFF gives school districts more flexibility in deciding how to use state funds. In exchange, school districts must work with parents, educators, students, and the community to develop a Local Control and Accountability Plan (LCAP) that shows how they will use these funds to serve students.



This chart provides a quick summary of how much Pacific Grove Unified School District plans to spend for 2021-22. It shows how much of the total is tied to planned actions and services in the LCAP.

Pacific Grove Unified School District plans to spend \$36,640,098 for the 2021-22 school year. Of that amount, \$26,294,325 is tied to actions/services in the LCAP and \$10,345,773 is not included in the LCAP. The budgeted expenditures that are not included in the LCAP will be used for the following:

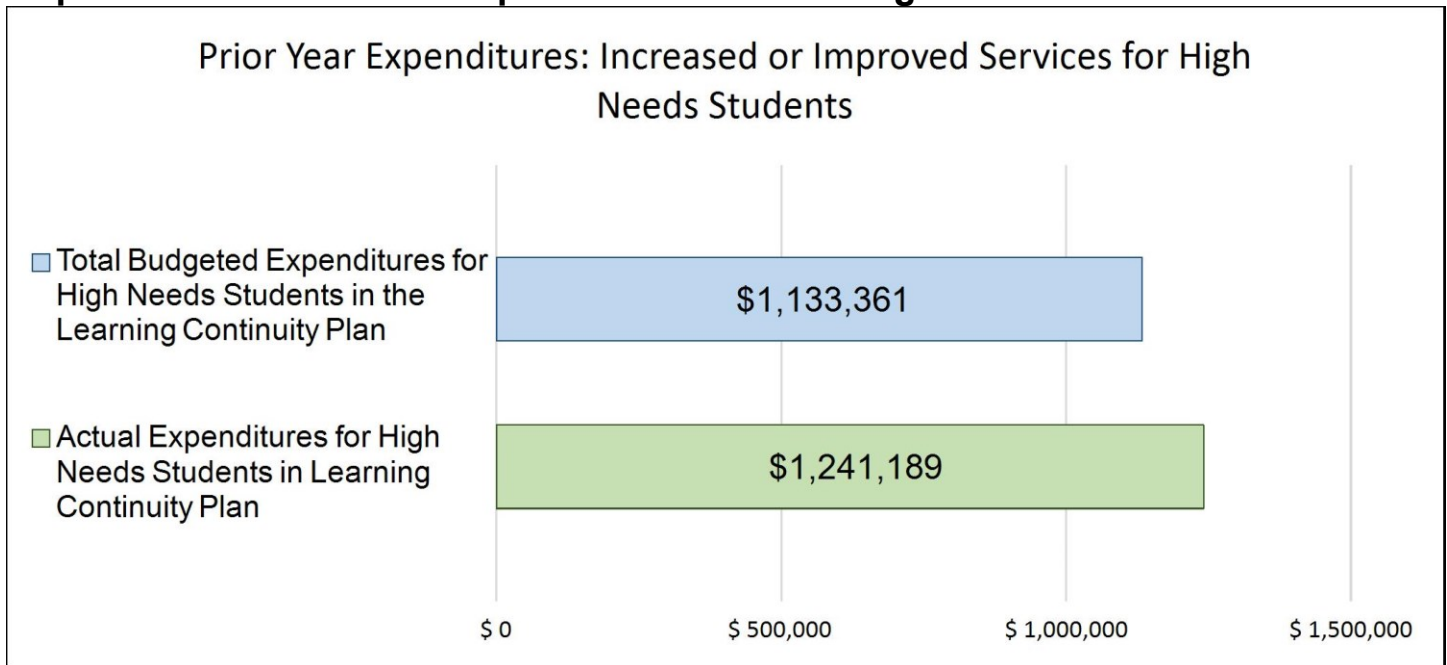
Not included in the lcaph were projected expenditures for benefits of classified and certificated staff \$8,449,648 (object code 3000)
 Services and other expenditures \$2,667,686 (object code 5000)
 Capital outlay \$15,000 (object code 6000)
 Other outgo \$218,956 (object code 7000)

Increased or Improved Services for High Needs Students in the LCAP for the 2021-22 School Year

In 2021-22, Pacific Grove Unified School District is projecting it will receive \$0 based on the enrollment of foster youth, English learner, and low-income students. Pacific Grove Unified School District must describe how it intends to increase or improve services for high needs students in the LCAP. Pacific Grove Unified School District plans to spend \$890,243 towards meeting this requirement, as described in the LCAP.

LCFF Budget Overview for Parents

Update on Increased or Improved Services for High Needs Students in 2020-21



This chart compares what Pacific Grove Unified School District budgeted last year in the Learning Continuity Plan for actions and services that contribute to increasing or improving services for high needs students with what Pacific Grove Unified School District estimates it has spent on actions and services that contribute to increasing or improving services for high needs students in the current year.

In 2020-21, Pacific Grove Unified School District's Learning Continuity Plan budgeted \$1,133,361 for planned actions to increase or improve services for high needs students. Pacific Grove Unified School District actually spent \$1,241,189 for actions to increase or improve services for high needs students in 2020-21.

Local Control Accountability Plan

The instructions for completing the Local Control and Accountability Plan (LCAP) follow the template.

Local Educational Agency (LEA) Name	Contact Name and Title	Email and Phone
Pacific Grove Unified School District	Ana Silva Director of Curriculum & Special Projects	asilva@pgusd.org 831 646-6526

Plan Summary [2021-22]

General Information

A description of the LEA, its schools, and its students.

The Pacific Grove Unified School District (PGUSD) offers a public education to students in grades transitional kindergarten through twelfth grade, in addition we offer a special education preschool and an adult transition program, ages 18-22 for students who reside in the City of Pacific Grove and a portion of Pebble Beach. There are two elementary schools – Robert Down and Forest Grove, one middle school – PG Middle School, one comprehensive high school-PG High School, and one alternative high school – PG Community High School. The District serves a diverse student population with a total enrollment of 1,962 comprised of 61% white, 20.4% Hispanic, 10% Asian, .36% two or more , 2.6% African American, 0.97 Pacific Islander, 1.12% American Indian, 1.2% not reported, 4.4% English learners, 18.8% Socio Economically disadvantaged. All students in Pacific Grove Unified are taught by highly qualified and appropriately assigned teachers with instructional materials that support the implementation of the California State Standards for all core content areas. In addition to our instructional base program, all students receive physical education and a robust music program that includes vocal and instrumental instruction in grades TK-12 with appropriately assigned teachers. In order for students to thrive academically, we also address their social and emotional needs through a variety of programs at all of the school sites. We provide counseling services and school psychologists to ensure students' social and emotional needs are met. Our district is dedicated to keeping elementary class sizes low especially in the primary grades. Our district is dedicated to preparing students for college and careers with 21st century skills. The goal of our elementary schools is to promote strong literacy and mathematics instruction to support critical thinking in all content areas. The middle school builds on this foundation with content area instruction and further developing students abilities to effectively communicate orally and in writing, think critically, collaborate, and extend learning through creativity and innovation. The high school offers academic counseling to guide students with various options for college or career through Career Technical Education pathways, courses aligned to A to G, a variety of Advanced Placement courses and dual enrollment courses with Monterey Peninsula College. Students who are learning the English language are supported by staff with the appropriate credential to support the various language levels of our students. Students who have been identified with disabilities are taught by appropriately credentialed staff who meet each student's needs through the Individual Education Plans process. Currently our district serves 13% Students with Disabilities, .4% Foster , and .2% homeless. We strive to ensure all students receive the appropriate support to ensure college and career readiness upon high school graduation.

Reflections: Successes

A description of successes and/or progress based on a review of the California School Dashboard (Dashboard) and local data.

After a careful analysis of the District's performance on the multiple indicators, a majority of our students are meeting or exceeding the standards in grades 3-8 in English Language and Mathematics, graduation rates are very high, suspension rates are very low, and reclassified English learners are performing at or better than their English only counterparts on both English Language Arts and Mathematics assessments. Additionally, 71.4% of English learners are making progress towards English Language proficiency placing the district in the very high category for this area. We are continuing to monitor all English learners and provide support in class and through after school tutoring. We also showed an improvement in the 2020 College and Career readiness as compared to the 2019 readiness data with an overall improvement from 60% prepared to 69% prepared. All target groups made positive gains as well: Socio-economically challenged improved from 43% prepared to 48% prepared, Hispanic 40% prepared to 64%. Our graduation rates also improved from 2018-2019 (92.6% graduated) to 2019-2020 (95.3%), Socio-economically challenged 94.3% (2018-2019) to 96% (2019-2020).

We plan to maintain and build upon this success by implementing the Measures of Academic Progress Assessments three times a year to monitor student progress especially for our English learners, low income, special needs, and foster/homeless youth. In addition to this assessment, we will continue to monitor student progress through the analysis of student work at the classroom level to meet students where they are instructionally. Teacher and staff will collaborate and share best practices in support of student learning.

Reflections: Identified Need

A description of any areas that need significant improvement based on a review of Dashboard and local data, including any areas of low performance and significant performance gaps among student groups on Dashboard indicators, and any steps taken to address those areas.

Other areas requiring attention based on the data from the 2019-2020 California Schools Dashboard are chronic absenteeism rates. With the pandemic affecting the district during the spring of 2020 and the the majority of the 2020-2021 school year, our greatest focus will be to identify students with learning gaps especially our English learners, socio-economically challenged, special needs, and homeless/foster youth. Based on local assessments, the identified target groups will receive increased and improved services honing in on specific skill gaps through our intervention supports at the elementary and an increase in support classes at the middle and high schools.

Ongoing collaborative discussions and analysis of formative assessments at grade level and department meetings focus on refining and increasing services to meet the needs of target groups at each site. This information helps to identify specific target groups by school site, content area and identify additional areas of intervention support and determine if intervention efforts are being successful. Furthermore, the work being done at each site to address the social and emotional needs of students is proving to be working. However, the pandemic and its effects will require us to increase supports in the area of social and emotional wellness to make school a safe place where all students thrive. The implementation of Toolbox at the elementaries, Character Strong at the Middle School and Restorative practices at the high school will address the needs of our struggling students due to the pandemic.

LCAP Highlights

A brief overview of the LCAP, including any key features that should be emphasized.

The key features included in the 2021-22 LCAP include 3 goals. The first goal aims to capture the overall mission of the district which is to provide the optimal conditions so that students will graduate College and/or Career ready to be productive citizens. As a result of the COVID pandemic, we are also adding a goal to support students, parents, and staff with social emotional supports to enhance well being and academic achievement. We are pleased to be offering a parent education series on social emotional learning and professional development to staff in support of issues related to the pandemic for students, staff, and families in our community. We are maintaining our efforts to support our target student groups in the areas of English language arts and mathematics by providing targeted improved and increased services based on local assessments providing specific skill gap analysis with instruction aimed to close those gaps. An area of focus is mathematics at the middle and high school. For the 2021-22 school year the high school like the middle will support our targeted student groups by offering math support classes in IM1, IM2, and IM3 for students who are concurrently enrolled in those grade level math classes. The math support class at the high school offered after school was successful, however with this increased support, students are given the opportunity for a differentiated and more personalized approach to applying and understanding mathematical concepts taught in the regular math classes with additional opportunities for practice in the math support class.

Comprehensive Support and Improvement

An LEA with a school or schools eligible for comprehensive support and improvement must respond to the following prompts.

Schools Identified

A list of the schools in the LEA that are eligible for comprehensive support and improvement.

Support for Identified Schools

A description of how the LEA has or will support its eligible schools in developing comprehensive support and improvement plans.

Monitoring and Evaluating Effectiveness

A description of how the LEA will monitor and evaluate the plan to support student and school improvement.

Stakeholder Engagement

A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.

In an effort to involve a greater number of stakeholders, each site has had multiple meetings with a variety of stakeholder groups to discuss current site plan goals, which are all aligned to the district's LCAP goals and the eight state priorities. During this process, each of the sites shared the actions implemented throughout the school year along with the measurable outcomes for those actions. With this information, stakeholders were able to provide specific input and direction for actions to be implemented in this and the following school year. This was done intentionally to involve all stakeholders with multiple opportunities to provide feedback on annual updates and future goals in a meaningful way. Based on our experiences since the inception of the LCAP, we found this approach enabled stakeholders to offer ideas that directly affected their respective school sites where their children would be impacted. For this reason, we felt the involvement process needed to be primarily at the site level. In order to reach a broader stakeholder group and provide direction for the district goals, a parent survey from WestEd was also sent out to parents. Generally at all of the schools the stakeholder process includes Site Councils, Leadership meetings, staff meetings, student surveys/focus groups, townhall, and virtual principal check-ins. The most powerful engagement strategy used in 2020-2021 were the virtual meetings that enabled more stakeholders to participate and be heard. We also improved our communication efforts via the district's new messaging system, district newsletter, and site based newsletters.

We received a total of 513 parent surveys an increase of 2% over last years respondents. At the district level, we also had meetings representing both the Teachers and Classified Unions and the District English Language Advisory Committee. We also had a district wide discussion at multiple board meetings and site based parent-teacher-student meetings to gather input regarding safety COVID protocols and other issues affecting students as a result of the pandemic. Most of our site based meetings, townhalls, and surveys primarily related to the reopening of schools and the distance learning program. The following are the meeting dates for each of the sites and the stakeholders involved in those meetings:

High School/Community High School

Site Council meetings: 10/29/20, 11/5/20, 2/22/21, 3/20/21, 5/6/21

Leadership meetings: Monthly from August to May

Staff meetings: monthly or bimonthly meetings as needed.

Student surveys/focus groups:

Middle School:

Student Survey: Olweus Bullying Survey: Quarter 1 and quarter 4

Leadership: Instructional Leadership Team (meets monthly): 8/21/20, 11/20/20, 3/15/21: were the dates of Discussion, input, presentation and modes of progress monitoring of site goals. Based on staff input, the middle school will be continuing our dedicated time for our character program (Character Strong) during the advisory period.

Site Council: School Site Council: were the dates of discussion and input regarding site goals 8/21/20, 11/6/20, 12/4/20, 2/1/21, 3/8/21, 4/9/21. Committee members were tasked with comparing the data with the school goals to ensure that adequate emphasis is placed in the

greatest area(s) of need. The Site Council agreed that PGMS utilize the parent component of the Character Strong program so that these lessons and skills can be discussed and supported at home. It was also recommended we host a Character Task Force composed of teachers, parents and students as an advisory body to support Character Strong. This is now part of our SPSA plan.

Principal Check Ins: 11/9/20, 3/15/21

Staff Meetings: Monthly August to May

PGMS Office Hours: (Parent virtual dropins) 8/10/20, 11/23/20, 12/3/20, 1/11/21, 3/31/21.

PTSA: PTSA: 8/19/20 and 1/15/21: were the dates of Discussion, presentation and input on the site goals. PTSA members were asked to provide input on these goals based on the data and discussions.

Middle School Parent Townhall meetings on distance learning led to the creation of a distance learning schedule which maximized the synchronous learning portion. Our initial plan was a 50/50 split between synchronyous/asynchronous. The staff recommended the Advisory Class meet with students on our asynchronous Monday's to deliver our key components of character. onous and asynchronous. Due to parent input, we shifted to a 66/33 split between synchronous and asynchronous respectively.

Forest Grove:

Elementary Town Hall Meetings - July 28, 2020; March 1, 2020; and March 23, 2020

Forest Grove Principal Check In for Families - 6/15/20, 9/15/20, 11/5/20, 11/24/20, 1/12/21, 1/26/21, 2/9/21, 2/23/21, 3/16/21, 3/24/21, 5/4/21

Leadership team meetings - 11/2/20, 12/7/20, 1/4/21, 3/1/21, 3/29/21

Staff Meetings - 8/10/21, 8/24/21, 9/14/21, 10/8/21, 11/9/21, 12/14/21, 1/11/21, 2/8/21, 3/8/21

Staff Check In - 1/5/21, 1/26/21, 2/2/21, 3/23/21, 3/26/21, 5/4/21

Robert Down:

Site Council meetings:

Leadership meetings: Monthly from August to May

Staff meetings: monthly or bimonthly meetings as needed.

Cocoa with Keller nights: 9/11/2020, 10/29/2020, 11/19/2020, 01/19/2021, 02/18/2021, 03/16/2021, 04/29/2021

Town Halls 07/28/2020, 03/01/2021, 03/15/2021, 03/25/2021

PTA Meetings 09/29/2020, 10/05/2020, 11/02/2020, 12/07/2020, 02/01/2021, 04/05/2021

District Parent Advisory Committee: May 13, 2020, September 8, 2020, March 3, 2021, May 11, 2021

English Language Advisory Committee: May 11, 2021

Pacific Grove Teachers Association/ Classified Employees Association: May 27, 2021

Student Services: The Director of Student Services attends monthly SELPA meetings. Meetings provide direction from the CDE on current assembly bills that directly impact policy and procedures as they relate to compliance with federal law. SELPA provides direction and support in the development and submission of required annual reports such as; CALPADS, Personnel Data report, Performance Indicator Review reports, Annual Service Plan, Compliance Reviews and corrective action plans. In addition, the SELPA provides professional development at the Monterey County Office of Education that focuses on best educational practices and the improvement of services to SWDs. PGUSD SpEd staff are encouraged and financially supported to attend any training pertinent to their assignment. Examples of PD attended by PGUSD staff include; The Autism Series, CAPTAIN training, Assistive Technology Series, Legally Defensible IEP Notes. In addition, The SELPA provides on site professional development at district request. For instance, SELPA program specialists provided training to district sped teachers and paraprofessionals on Applied Behavioral Analysis and data collection. The SELPA Director and Program Specialists are available for consultation by phone and email at all times for specific questions regarding cases and improving best practices.

A summary of the feedback provided by specific stakeholder groups.

At the High school: PGHS and PGCHS feedback indicated a need to meet the social emotional needs of students in the new school year.. Feedback indicated a need to provide students with learning recovery opportunities. Student information was gathered through the California Healthy Kids Survey. Based on the data there is a need to increase "student connectedness." Site administration will work closely with the counseling staff and other community partners to identify strategies on increasing school connectedness. Parent feedback was very supportive of the social emotional programs implemented at the elementary schools (Toolbox) and the Middle School (Courage Strong) and want schools to continue with these efforts.

At Forest Grove: Based on stakeholder feedback, Forest Grove will continue virtual parent check in meetings as these were much better attended than previous live meetings. The lunch period will be split to reduce the number of students on the playground and increase the quality of supervision.

To address the social emotional needs of students in a whole group setting, the Caring Circle program with the counselors. Google forms for quizzes and formative assessment will be continued so the data is available instantaneously and can be used to inform instruction.

Virtual parent conferences will be offered to parents as well as virtual IEP meetings for those parents who prefer this setting.

At Robert Down: Based on stakeholder feedback: Parents provided feedback regarding improvements to make for distance learning instruction: increased synchronous time/screen time with teachers in order to provide more connection with school. There is also a preference for any site club/activity to be funded with site funds if they provided services for grades K-5. This will be an action for the 2021-22 school year.

A description of the aspects of the LCAP that were influenced by specific stakeholder input.

Based on the feedback from parents, staff, students, and administrators regarding social emotional concerns, the LCAP's second goal provides actions to address these concerns. We will be supporting parents with a series of trainings so they are better equipped with resources and ideas on supporting their children with the effects of the pandemic. We will also be providing training for site staff and administrators on how to support students in the classroom along with self care strategies. Our counseling staff will be attending trainings and offering professional development for staff at the school sites.

Goals and Actions

Goal

Goal #	Description
1	Pacific Grove Unified, in partnership with Students, parents, staff, and the community, will challenge all students by providing a quality instructional program in a positive, safe and stimulating environment, providing differentiated pathways for all students to be college and career ready upon graduation.

An explanation of why the LEA has developed this goal.

This goal captures the mission of the district to ensure we provide an educational system where all students thrive, are valued and graduate College and/or Career Ready to become productive global citizens. We want to continue to provide students with highly qualified teachers and classified staff, in a setting where students are safe and proud of their schools. We are also committed to providing the technology infrastructure and upgrades in accordance with the District Technology Plan. Although we are a small school district, we offer students a variety of course offerings ensuring our students have opportunities to be well rounded academically and socially/emotionally. The next three year LCAP will show how we not only set high expectations for all yet also provide the supports for students with challenges as is represented in the actions for Goals 2 and 3. It is evident our district supports all students beginning with our special education preschoolers to our students who attend the adult transition program once they leave the high school.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 1 A: Degree to which teachers are appropriately assigned and fully credentialed.	100% in 2020-2021 Source: SARC				100%
State Priority 1 B: Degree to which students have standards-aligned instructional materials.	100% in 2020-2021 Source: SARC				100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 1 C: FIT Rating for school facilities in good repair.	Overall Rating: GOOD Source: SARC/FIT				GOOD
State Priority 2. The implementation of academic content and performance standards for all students.	100% of teachers are implementing CA State Standards. Source: Administrator to observe implementation of CA Standards and record during observations log.				100%
State Priority 4 A: The percentage of pupils that have successfully completed A-G requirements The percentage of pupils that have successfully completed CTE pathways	76.4 % completed either A-G or CTE pathways 73.6% Met A-G 51% Completed CTE Pathways Source: Illuminate SIS/Calpads 2019-2020				85% meet A-G 75% Complete CTE pathways
State Priority 4 B: The percentage of students who have passed an AP exam with a score of 3 or higher	2019-2020 73% Source: College Board				85% Pass AP with a 3 or higher

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 4 C: The percentage of pupils who participate in, and demonstrate college preparedness in the EAP.	2019-2020 79.2% prepared in ELA 64.2% prepared in Math				90% prepared in ELA 85% prepared in Math
State Priority 5 E: High School graduation rate	95.3% Source: Calpads 2019-2020				100% graduation rate
State Priority 2 B: The degree to which programs/services enable English Learners to access the CSS and the ELD standards	All curriculum materials. in English Language Arts offer both the Integrated and Designated component. For all other content areas, teachers are incorporating integrated components in support of English learners within the context of the subject area. Designated ELD teachers at each site collaborate with content area teachers in support of EL students in their classrooms.				100%
State Priority 7 A: Broad course of study	Students have access and are enrolled in all required areas of				100%

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>study as monitored through CalPads & Illuminate. Students have access and are enrolled in a broad course of study including Health, PE, VAPA, World Languages, CTE, AP, Dual Enrollment, Computers, and other elective offerings as monitored through CalPads and Illuminate.</p> <p>The district provides access to Advanced Placement, Dual Enrollment, and CTE pathways, as well as a robust set of elective offerings across the district.</p>				

Actions

Action #	Title	Description	Total Funds	Contributing
1	Certificated Teachers, Classified Staff and Administrators	All teachers and administrators are highly qualified to provide support to students in attaining access to a comprehensive education. (1000 object code) Classified staff and administrators in each job alike support student learning, health, and safety. (2000 object code)	\$23,379,142.00	No

Action #	Title	Description	ACTION/DISCUSSION K	
			Total Funds	Contributing
2	Please remove this blank section			
3	Instructional Materials and Resources	Instructional delivery of all core content areas with standards aligned instructional materials. Teachers and support staff are trained on instructional materials to support students during small group instruction. (4000 object code)	\$1,019,423.00	No
4	High School Outreach Counselor	The Outreach High School Counselor position was created to provide support to at-risk and special populations. At-risk students include students who are struggling academically, social-emotionally, or may have other barriers to their success. Special populations of students include our students with a Section 504 accommodation plan, socio-economically disadvantaged, and English Language Learners. Supports range from teaching coping skills, strategies to overcome a variety of obstacles, regular meetings, Student Study Team meetings, crisis intervention, and collaboration with the teachers and staff to support the students.	\$85,109.00	Yes
5	Career Technical Education	By identifying our populations of English Language Learners, low income, and students in special education, our academic counseling department works to ensure that the benefits of our CTE pathways are understood by both parents/guardians and students. CTE teachers also provide material outlining the benefits of their courses to incoming eighth graders as well as new students to the district.		Yes
6	Broad Course of Study	Removing barriers such as prerequisites for upper level classes such as honors and AP offerings and increase CTE enrollment at the freshman and sophomore levels into pathways with a long term goal of increasing the amount of CTE completers from 20% to 30% by 2022-23. We plan to achieve this by offering waivers to students from physical education for those that are active in high school sports		Yes

Action #	Title	Description	ACTION/DISCUSSION K	
			Total Funds	Contributing
		<p>Pacific Grove High School is also making it a goal to continue expanding our offerings of dual enrolled classes. We plan to achieve this by continuing our relationship with Monterey Peninsula college and staying up-to-date with our College and Career Pathways (CCAP) agreement.</p> <p>Plans to add two additional dual enrolled courses in 2021-22 with our computers pathway.</p> <p>Plans to add two more dual enrolled courses in 2022-23 in the social science department.</p>		
7	Technology Infrastructure	<p>Here are PGTech's priorities for the next 3 years:</p> <p>Support the transition of Synergy SIS and Assessment: Build end-user capacity/proficiency with working in Synergy (classified and certificated)</p> <p>Continue with Classroom hardware upgrades to reach standard classroom configuration - elementary, middle school, high school. This includes moving to interactive panels, integrated audio, laptop as teachers' primary device.</p> <p>Outdoor wifi installations on all campuses</p> <p>Security Camera system upgrade Total budget from Measure A is \$660,000</p>	\$660,000.00	No

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
2	Social Emotional Learning: Advance educational equity and excellence by focusing on the social, emotional, and mental health of our school community by creating a safe and affirming school environment and culture that supports and encourages school connectedness and resiliency.

An explanation of why the LEA has developed this goal.

This new goal that was intended to be in the LCAP well before the pandemic. Based on all stakeholder feedback and unanimous board support, counseling hours were increased for 2019-2020 and a new curriculum was adopted at the middle school (Courage Strong) as well as additional counseling hours were added to the middle school. During all stakeholder meetings across the district during the pandemic, there was a unanimous request to provide more social emotional supports for parents, staff, and especially students as they returned to school. We have are continuing to research other options in addition to the actions listed here as we progress throughout the school year. We will be administering a district wide social emotional student assessment to determine specific areas of need. We will adjust our offerings to meet the varied needs based on the initial and ongoing progress monitoring of students' social and emotional well being.

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 3 A: Demonstration of the efforts the school district makes to seek parent input in making decisions for the school district and school sites.	86% Strongly Agree and Agree that "school allows input and welcomes parent contributions". 2019-2020 CHKS 82% of parents Strongly Agree and Agree that "parents feel welcome to participate at school". CHKS 2020-21				95% Strongly Agree and Agree that "school allows input and welcomes parent contributions". 2019-2020 CHKS 95% of parents Strongly Agree and Agree that "parents feel welcome to participate at school".

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 3 B: Demonstration of how the school district will promote parental participation in programs for unduplicated. (number of meetings, number of participants)	80% (2019-20 CHKS) & 87% (2020-21 CHKS) "Strongly Agree and Agree that "school encourages me to be an active partner".				95% "Strongly Agree and Agree that "school encourages me to be an active partner".
State Priority 3 C: Demonstration of how the school district will promote parental participation in programs for students with exceptional needs. (number of meetings, number of participants)	260 SPED Students SELPA opportunities multiple time per year 504 Annual Meetings IEP Meetings 1-2 times per year Orientation at start of each school year Orientation at transition from Elem to MS, and MS to HS				Continue with documentation
State Priority 5 A: School Attendance Rate	District Wide: 94.1% Robert Down: 97.3% Pacific Grove Middle School: 97.2% Pacific Grove High School: 96.8% Community High School: 82.4% Source: Calpads				All attendance rates maintain or improve and Community HS improves by 3 percentage points
State Priority 5 B: Chronic Absenteeism rates	7.6% 2019-2020 Dashboard Data Files				5% or less Chronic Absenteeism rates

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 5 C: Middle School dropout rates	0% dropout 2019-2020 Source: Calpads				Maintain 0% dropout
State Priority 5 D: High School dropout rates	1.4% (2 students) 2019-2020 Source Calpads				0% dropout
State Priority 6 A: Pupil Suspension rates	2019-2020 1.6% Source: Calpads				Decrease suspension rate to 1%
State Priority 6 B: Pupil expulsion	2019-2020 0% Source Calpads				maintain 0% expulsion rate
State Priority 6 C: Other local measures, including surveys of pupils, parents, and teachers on the sense of safety and school connectedness	95% (2019-20 CHKS) & 99% (2020-21) of Parents Strongly Agree and Agree that "school is a safe place for students" 79% (2019-20 CHKS) & 80% (2020-21 CHKS) of Elementary Students Strongly Agree and Agree that they "feel connected with their school" 82% (2019-20 CHKS) & 81% (2020-2 CHKS) of Elementary Students Strongly				100% of Parents Strongly Agree and Agree that "school is a safe place for students" 90% of Elementary Students Strongly Agree and Agree that they "feel connected with their school" 90%Elementary Students Strongly Agree and Agree that they "feel safe at school".

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Agree and Agree that they "feel safe at school".</p> <p>66% (2019-20 CHKS) & 80% (2020-21 CHKS) of Secondary Students Strongly Agree and Agree that they "feel connected with their school".</p> <p>76.5%(2019-20 CHKS) & 60% (2020-21 CHKS) of Secondary Students Strongly Agree and Agree that they "perceive school as safe or very safe".</p>				<p>90% Secondary Students Strongly Agree and Agree that they "feel connected with their school".</p> <p>85% of Secondary Students Strongly Agree and Agree that they "perceive school as safe or very safe".</p>

Actions

Action #	Title	Description	Total Funds	Contributing
1	Counseling Services	<p>Counseling services are offered at the elementary, middle, and high school level. All student learning is enhanced by providing an orderly, caring, and nurturing educational and social environment in which all students feel safe and take pride in their school and achievements. Positive interpersonal relationships among students and between students and staff are promoted through a variety of social/emotional supports and programs at each of the sites.</p> <p>The elementary and middle school counselors work collaboratively with the classroom teachers in providing the elementary program Toolbox to build social/emotional skills leading to resiliency and</p>	\$320,017.50	No

Action #	Title	Description	ACTION/DISCUSSION K	
			Total Funds	Contributing
		positive communication skills and self care when dealing with life stresses. Counselors from the elementary schools also support students at the middle school to build continuity for students as they transition to the middle school.		
2	Social Emotional Learning Curriculum	Elementary schools will continue to implement Toolbox, Middle school will continue to implement Character Strong, and the High School will be implementing Restorative Practices training for staff to support students in building resiliency and learning positive approaches to challenges.		Yes
3	Parent Engagement & Student Success: Nurturing Parent & Caregiver SEL Educational Workshop Series	<p>The Institute for Social and Emotional Learning has organized a special program for PGUSD parents and caregivers. The workshop series will provide:</p> <ol style="list-style-type: none"> 1. Three pre-recorded 30-minute video introduction. This is shared via a YouTube link. This is an introduction to a series of workshops 2. Three live/synchronous online themed workshops delivered by Zoom. Each workshop would be offered in two tracks – one for K-5th Grade parents and caregivers and one for 6th through 12th Grade parents and caregivers. The first two of these themed sessions are recorded and uploaded to a private YouTube channel for our district to distribute the link within our community. 3. A comprehensive digital packet of resources and materials. 4. An editable flyer containing all the YouTube and Zoom links for our district to use to promote the Series across your community. <p>These sessions will be offered to two separate groups of parents. One Elementary group and one Middle/High school group!</p> <ul style="list-style-type: none"> • Big Moments: Bringing Calm when Emotions Run High <p>This session offers parents an opportunity to reflect on the full range of emotions that parents and children might experience, particularly during this pandemic. We will offer a framework and practical</p>	\$7,500.00	No

Action #	Title	Description	ACTION/DISCUSSION K	
			Total Funds	Contributing
		<p>strategies for managing and regulating our own emotions as well as coaching our children to better manage theirs.</p> <ul style="list-style-type: none"> • Communication and Conflict: Building and Repairing Relationships and Getting to Peace: This session offers parents practical tools to build and maintain positive approaches to communication within the family, and explores ways to repair and heal relationships when conflict arises or communication falters. We will focus on active and reflective listening, styles of communication, and practices for conflict transformation. • The Open Session for Parents: Facilitated Peer-to-Peer support: This session utilizes The Open Session format to bring connection and support to parents. Parents will anonymously share dilemmas, decisions, or concerns they are facing, and IFSEL team members facilitate peer-to-peer sharing of support, clarification and wisdom. Concurrent sessions can be offered for ESH/ES and MS/HS parents. <p>(This is funded by the Adult School Fund 11.)</p>		
4	Fundamentals of Success	<p>Grades 10 and 11: This course is designed to facilitate student reflection in their own academic progress to achieve a passing grade in a previously taken or concurrent course. Using a variety of teaching practices and frequent check-ins, students develop individual learning strategies and enhance student connectedness to the school community. Throughout the year we will explore the following main themes: Planning & Organization, Working with Yourself, Reflective Practices, and Working with Others. We will also elaborate on concepts and necessary skills from core classes (e.g. English, Math, Science, and Social Studies).</p>	\$18,961.00	Yes
5	Institute for Social Emotional Learning	<p>Professional development series for school certificated teachers, administration and classified staff to provide social emotional learning strategies to support students due to the pandemic and returning to school.</p>	\$17,000.00	No

Action #	Title	Description	ACTION/DISCUSSION K	
			Total Funds	Contributing
6	Trauma Informed Practices PD	The Monterey County Office of Education will be offering free PD for District. Trauma Informed practice is changing the lens from what is "wrong" with this student, to "what happened" to this student. PD will be offered during early release times and staff meetings accordingly so as not to have teachers be out of the classroom. There is no cost associated with this action.		Yes
7	Restorative Practices	Professional development for High School Staff on Restorative Practices to support students with the effects of the pandemic and returning to school with a focus on how to improve and repair relationships between people and communities. The purpose is to build healthy communities, increase social capital, decrease crime and antisocial behavior, repair harm and restore relationships. The focus is through the lens of the 5 R's: Relationship, Respect, Responsibility, Repair, and Reintegration. The High School Principal will lead this professional development during designated times.		Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Goals and Actions

Goal

Goal #	Description
3	All English Learners (EL), Socioeconomically Disadvantaged Students (SED), Foster Youth (FY), Students With Disabilities (SWD), and Hispanic will show a measurable increase in achieving grade level standards in mathematics and English Language Arts each year as measured by Smarter Balanced Assessments and local valid assessments.

An explanation of why the LEA has developed this goal.

This goal was carried over from the last LCAP 2017-2020. Although we have made gains every year with these student groups, we feel there are still gaps that exist in both content areas. Therefore we have increased class offerings such as in math support with a more supported and targeted approach as well as improved services by pinpointing the skills that are deficient. We are using a new assessment platform for 2021-22 from NWEA named MAP (Measures of Academic Progress) and anticipate the data will guide interventions in the classroom to meet students at their zone of proximal development (learning zone).

Measuring and Reporting Results

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 4 A Statewide Assessments: ELA	78.67% Met/exceeded standards 68.1 points above standard (blue) Dashboard data 2019-2020				90% Meet or exceed state standards
State Priority 4 B Statewide Assessment: Math	65.02% Met/exceeded standards 33.5 points above standard (green) Dashboard data 2019-2020				80% Meet or exceed state standards

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
State Priority 4 C Statewide Assessments: CAA	Student data is not reported due to small numbers of students for 2019-2020				
State Priority 4 D Percent of ELs who make progress toward English proficiency as measured by the ELPAC	71.4% make progress Dashboard data 2019-2020				85% make progress towards English Proficiency
State Priority 4 E: English learner reclassification rate Calpads	22.6% EL Reclassification rate Calpads 2019-2020				30% reclassification rate
State Priority 4 F: Map testing ELA in lieu of state testing Spring 2021	Map Testing results for grades 3-11 ELA (waiting on results)				
State Priority 4 G: Map testing Math in lieu of state testing Spring 2021	Map Testing results for grades 3-11 ELA (waiting on results)				
State Priority 7B: Programs and services developed and provided to unduplicated pupils	Academic counselors and site administration keep track of student enrollment by demographic to ensure there is				Maintain services for unduplicated pupils

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>equitable access to all courses offered districtwide.</p> <p>Students have access and are enrolled in all required areas of study as monitored through CalPads and Illuminate. The district also provides English Language Development instruction and operates a push in model(Co-teaching) for English learners with designated supports.</p> <p>Academic counselors and site administration keep track of student enrollment by demographic to ensure there is equitable access to all courses offered districtwide.</p>				
State Priority 7C: Programs and services developed and provided to pupils	Academic counselors, administration and Director of Student Services works with site teams to ensure				Maintain services for pupils with exeptional needs

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
with exceptional needs	equitable access and opportunity to all course offering. The district also provided an inclusion model for students with disabilities as monitored through Calpads and Sirus.				
State Priority 8 Pupil Outcomes:	<p>DIBELS Assessments Spring 2021 Robert Down Elementary & Forest Grove Elementary Schools combined data:</p> <p>Kindergarten: Intensive: 26% Strategic 13% Proficient: 28% Advanced: 33%</p> <p>First Grade: Intensive: 7% Strategic: 9% Proficient: 43% Advanced: 41%</p> <p>Second Grade: Intensive: 7% Strategic: 8% Proficient: 50% Advanced: 34%</p> <p>Third Grade:</p>				Increase proficient and/or advanced status for each grade level by 10% points.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for 2023–24
	<p>Intensive: 5% Strategic: 8% Proficient: 28% Advanced: 58%</p> <p>Fourth Grade: Intensive: 6% Strategic: 7% Proficient: 55% Advanced: 32%</p> <p>Fifth Grade: Intensive: 15% Strategic: 5% Proficient: 45% Advanced: 35%</p>				

Actions

Action #	Title	Description	Total Funds	Contributing
1	Site Based Professional Learning Teams	All Instructional Leadership teams (ILT) teams will continue to support the PLC work at the sites focusing on targeted instruction based on data analysis of common formative assessments and other local measures. All sites will also continue to refine practices with teacher clarity, feedback and success criteria. Continuing to implement the Cycles of Professional Learning, teachers will share and implement best practices to meet the needs of identified student groups and determine their success based on student data.		Yes

Action #	Title	Description	ACTION/DISCUSSION K	
			Total Funds	Contributing
2	AVID Classes at the High and Middle School	AVID stands for Advancement Via Individual Determination, and is a program that supports students in the academic middle as they prepare for and attend a four-year college. This program focuses on the students that have the potential to excel academically but are not demonstrating that ability in their classes. The program is very specific in the requirements to be part of the class and there are rigorous steps each student must go through to participate. AVID has been described as "Wonderful for all, but necessary for some." The middle school will offer two sections for grades 7, 8, and the HS grades 9-12. The Avid District Director is also allotted one section at the MS.	\$102,599.00	
3	English Language Arts Support Classes	Students who struggle in English Language Arts will receive multiple levels of support at the middle school. At the middle school, students two or more grade levels behind will be scheduled in general education Read 180 courses .	\$42,126.00	Yes
4	Elementary Schools English Language Arts Intervention	Elementary ELA programs will incorporate certificated teachers and instructional assistants and materials needed to support grade level targeted interventions such as Read 180, targeted foundational reading instruction, and designated English language development support. Students who are designated as below grade level will receive support in the classroom and with the intervention staff. Instructional aids and the intervention teacher will also support teachers in the classroom with small group instruction. Designated English Language Arts Teachers will work with students to provide support with students who are emerging, expanding, and bridging proficiency levels of English Language acquisition and focusing on how English works. Designated ELD teachers will work closely with the classroom teacher to support students with current curriculum in the classroom.(Object codes 1000,2000)	\$487,175.00	Yes

Action #	Title	Description	ACTION/DISCUSSION K	
			Total Funds	Contributing
5	Language Review Teams	Designated English Language Development teachers collaborate with general education teachers to ensure English Learners access core programs. Language Review teams meet twice a year to discuss English Learners and Reclassified Fluent English Learners individual strengths and areas of growth, reclassification criteria, and designated supports for Smarter Balanced end of year tests. The expenditure is for the cost of substitutes for teachers and English language development teacher to attend the Language Review Team day.	\$1,000.00	Yes
6	Math Intervention Programs	<p>Elementary teachers will support students through leveled targeted interventions in the classroom through small group instruction as well as grade level flexible grouping. At the Middle School: students two or more grade levels behind will be enrolled in Math 180 courses beginning in grade six for a total of one general ed and one special education.</p> <p>The Middle School will continue to offer math support classes for grades 6,7,and 8 where identified students are concurrently enrolled in the grade level math class. The support classes offer a differentiated approach focusing on conceptual learning of mathematics and its application.</p> <p>At the high school, three math support classes have been added to support students in Integrated math 1, 2, and 3. Students will be concurrently enrolled in the support class and the grade level math class. The support classes offer a differentiated approach focusing on conceptual learning of mathematics and its application. (Object code 1000)</p>	\$129,014.00	Yes
7	High School Productive Study Class	Math/ELA Independent Productive Study: Grades 10,11, and 12: This class is for completing unfinished classwork, homework assignments/projects, and studying for upcoming tests/quizzes. (object code 1000)	\$25,259.00	Yes

Goal Analysis [2021-22]

An analysis of how this goal was carried out in the previous year.

A description of any substantive differences in planned actions and actual implementation of these actions.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of material differences between Budgeted Expenditures and Estimated Actual Expenditures.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

An explanation of how effective the specific actions were in making progress toward the goal.

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A description of any changes made to the planned goal, metrics, desired outcomes, or actions for the coming year that resulted from reflections on prior practice.

Analysis of the 2021-22 goals will occur during the 2022-23 update cycle.

A report of the Estimated Actual Expenditures for last year's actions may be found in the Annual Update Expenditures Table.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students [2021-22]

Percentage to Increase or Improve Services	Increased Apportionment based on the Enrollment of Foster Youth, English Learners, and Low-Income students
3.7%	683,626

The Budgeted Expenditures for Actions identified as Contributing may be found in the Increased or Improved Services Expenditures Table.

Required Descriptions

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.

Students who are struggling academically are our first priority. Every year our district intervention program is refined with a focus to ensure we are providing the support for students who are identified with achievement gaps at the elementary, middle and high school focusing on closing the achievement gap for English learners, socioeconomically challenged students, students with disabilities, and foster youth. For 2021-22 school year we are adding the Measures of Academic Progress Assessments k-12 3 times per year to measure student progress and identify skill areas of growth and strength. This will assist teachers and the intervention staff to target instruction for those skill gaps. Our goal is to provide tier 1 classroom intervention and support students with additional intervention push in support in the classroom. We believe that providing a robust elementary intervention program is essential in supporting target student groups early on with mathematics and literacy instruction. The elementary intervention supports include a Multiple Tiered System where teachers address the academic, social, and emotional needs of the child. Every school has counseling services and school wide programs such as Toolbox at Robert Down and Forest Grove, PG Middle school Courage Strong, and Restorative Practices at the High School and Community High to ensure students' social and emotional needs are met. We are continuing with the additional counseling hours at all sites to target students emotional/social needs as a preemptive measure. As well as providing professional development for certificated, classified and Administrators on social emotional learning. Every week grade levels and departments work collaboratively to analyze student work and common formative assessments to identify student needs and differentiate instruction accordingly within and across the grade levels. Each elementary school has an intervention team composed of a certificated teacher, an English language development teacher, special education teachers, and

instructional aides that deliver support in the classroom with additional intervention supports outside of the classroom with a pull out model before, during, and after school. Intervention teachers and instructional aides push into the classroom and support students as needed with supplemental materials aligned to the core curriculum. Students are also offered homework help and tutoring before and after school. Students are monitored weekly to ensure they are progressing in meeting academic standards. We also offer the Read 180 program for students who are behind grade level in reading for students in 4th and 5th grades before school. To support our English learners at the elementary grades, we have two certificated English Language Development (ELD) teachers who provide additional classroom support to enhance language acquisition as well as provide the social/emotional support to ensure students and families are connected to the greater school community. The ELD teachers also work in concert with the intervention team to ensure the instructional targets are met in a coordinated effort. Districtwide ELD teachers were trained on GLAD strategies and will continue to demonstrate these strategies for other teachers in their classrooms and offer professional development at staff meetings and collaboration times throughout the school year. This will make core content comprehensible for English learners, and other students who have learning gaps. Tutoring is offered to all English learners at the elementary, middle, and high school. The middle and the high school intervention programs also follow a Multiple Tiered System of Support. The counseling departments at the middle and high school work with students to provide academic, social, and emotional support. Students who are identified with achievement gaps are placed in support classes such as Read 180 and Math 180. At the middle school students with Individual Education Plans (IEP) and 504 plans are scheduled into the learning center for one period a day to receive academic support, homework assistance, and re-teaching of skills. The middle school is continuing with the English transition class for students on IEP's who have completed the Read 180 program but still have an achievement gap that precludes them from accessing general education English language arts and mathematics classes. The middle school is continuing to offer a 7th and 8th grade AVID(Advancement Via Individual Determination) class to build the AVID program at the Middle school which feeds the AVID program at the High School. Students who are identified as struggling according to formative assessments, grades, and teacher recommendation are assigned to the Academic Intervention class after school. The middle school math department will also be continuing offering math support classes for grades 6,7,8 with concurrent enrollment in the grade level math. The intent is to provide students with additional and differentiated instruction to build conceptual understanding and increase academic language instruction for math. The high school will continue to provide two AVID sections, one for incoming freshman and sophomores and one section for 11th and 12th grades. To support students in 10th grade based on data, a new intervention entitled Fundamentals of Success will be geared towards students who struggle in grades 10 and 11 to target math and English language arts instruction as well as building self efficacy through the development of individual learning strategies and self reflection. Additional Instructional aids will be provided to assist with small group instruction. A 3rd full time outreach counselor will continue to target English learners, low income, foster/homeless students and also continue supporting our students at Community High School academically, socially, and emotionally.

To address the social emotional learning needs of students, all certificated and classified staff will receive a series of professional development geared towards strategies for the classroom as well as strategies for conflict resolution. The High School and Community High will also be trained on Restorative practices and trauma informed practices for 2021-22. The goal is to build a positive school community that is student centered and provide students with meaningful adult connections and guidance throughout their high school years. The high school will offer 3 math support classes for students who are also enrolled in Integrated Math 1, Integrated Math 2, and Integrated Math 3 that have been identified as needing further support within the school day designed to address students' skill gaps in math. Other supports for unduplicated pupil include a High School Productive Study class for grades 10-12 for completing unfinished classwork, homework assignments/projects, and studying for upcoming tests/quizzes.

Students with disabilities also have the option to be placed in the Read 180 and/or Math 180 program at the high school and are supported through a learning center model. S

Students in Foster Care

All school front office and district office staff receive an annual training on the rights of Foster Youth AB490 in August prior to school registration. This school year it was a virtual training. Our school district is contacted by the Foster Care Liaison at Monterey County Office of Education to inform us of students placed with a Foster Care family in our school district. We currently have 5 students. District liaison, Director of Student Services, contacts the principal and the school counselor with the student's name and grade. The school counselor places the student on the Students of Concern list in order to provide some degree of case-management and weekly check ins to oversee student's progress and any emerging needs. Students have access to all services available on campus. Students are issued chrome books (and ipads K-1st) and all instructional materials. In addition, students are provided with a backpack, school supplies and a hygiene kit.

Students Experiencing Homelessness

All school front office and district office staff receive an annual training on the rights of Students Experiencing Homelessness via the McKinney Vento Act. This year it was a virtual training in August prior to school registration. Our school district identifies students experiencing homelessness by reviewing each student's Residency Questionnaire. We currently have 3 students. Parents are provided with a brochure that informs them of their rights. District liaison, Director of Student Services, contacts the principal and the school counselor with the student's name and grade. The school counselor places the student on the Students of Concern list in order to provide case-management and weekly check ins to oversee student's progress and any emerging needs. The school counselor also makes contact with the parents and provides information from the Monterey County resources notebook of local agencies that can provide additional services and assistance. Students have access to all services available on campus. Students were issued chrome books (and ipads K-1st) and all instructional materials for DL. In addition, students are provided with a backpack, school supplies and a hygiene kit.

Please note the amount of money our district spends on providing increased or improved services for our unduplicated students exceeds the estimated amount of Supplemental and Concentration Grant Funds listed above. Due to the fact Pacific Grove is a Basic Aid district, where funding comes from property taxes, the district will implement services that will exceed \$683,626.

Total Expenditures Table

LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
\$890,243.00	\$24,500.00	\$25,379,582.50		\$26,294,325.50

Totals:	Total Personnel	Total Non-personnel
Totals:	\$1,211,260.50	\$25,083,065.00

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
1	1	All Students with Disabilities	Certificated Teachers, Classified Staff and Administrators			\$23,379,142.00		\$23,379,142.00
1	2		Please remove this blank section					
1	3	All Students with Disabilities	Instructional Materials and Resources			\$1,019,423.00		\$1,019,423.00
1	4	English Learners Foster Youth Low Income	High School Outreach Counselor	\$85,109.00				\$85,109.00
1	5	English Learners Foster Youth Low Income	Career Technical Education					
1	6	English Learners Foster Youth Low Income	Broad Course of Study					
1	7	All Students with Disabilities	Technology Infrastructure			\$660,000.00		\$660,000.00
2	1	All Students with Disabilities	Counseling Services			\$320,017.50		\$320,017.50
2	2	English Learners Foster Youth Low Income	Social Emotional Learning Curriculum					

Goal	Action #	Student Group(s)	Title	LCFF Funds	Other State Funds	Local Funds	Federal Funds	Total Funds
2	3	All	Parent Engagement & Student Success: Nurturing Parent & Caregiver SEL Educational Workshop Series		\$7,500.00			\$7,500.00
2	4	English Learners Foster Youth Low Income	Fundamentals of Success	\$18,961.00				\$18,961.00
2	5	All	Institute for Social Emotional Learning		\$17,000.00			\$17,000.00
2	6	English Learners Foster Youth Low Income	Trauma Informed Practices PD					
2	7	English Learners Foster Youth Low Income	Restorative Practices					
3	1	English Learners Foster Youth Low Income	Site Based Professional Learning Teams					
3	2	English Learners Foster Youth Low Income	AVID Classes at the High and Middle School	\$102,599.00				\$102,599.00
3	3	English Learners Foster Youth Low Income	English Language Arts Support Classes	\$42,126.00				\$42,126.00
3	4	English Learners Foster Youth Low Income	Elementary Schools English Language Arts Intervention	\$487,175.00				\$487,175.00
3	5	English Learners	Language Review Teams			\$1,000.00		\$1,000.00
3	6	English Learners Foster Youth Low Income	Math Intervention Programs	\$129,014.00				\$129,014.00
3	7	English Learners Foster Youth Low Income	High School Productive Study Class	\$25,259.00				\$25,259.00

Contributing Expenditures Tables

Totals by Type	Total LCFF Funds	Total Funds
Total:	\$787,644.00	\$788,644.00
LEA-wide Total:	\$129,014.00	\$130,014.00
Limited Total:	\$0.00	\$0.00
Schoolwide Total:	\$658,630.00	\$658,630.00

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
1	4	High School Outreach Counselor	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove HS & Community HS 9-12	\$85,109.00	\$85,109.00
1	5	Career Technical Education	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove HS		
1	6	Broad Course of Study	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove High School 9-12		
2	2	Social Emotional Learning Curriculum	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	4	Fundamentals of Success	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove HS grades 10 & 11	\$18,961.00	\$18,961.00
2	6	Trauma Informed Practices PD	LEA-wide	English Learners Foster Youth Low Income	All Schools		
2	7	Restorative Practices	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove and Community High		

Goal	Action #	Action Title	Scope	Unduplicated Student Group(s)	Location	LCFF Funds	Total Funds
					9-12		
3	1	Site Based Professional Learning Teams	LEA-wide Schoolwide	English Learners Foster Youth Low Income	All Schools TK-12		
3	2	AVID Classes at the High and Middle School		English Learners Foster Youth Low Income	Specific Schools: Middle and High School grades 7,8,9,10,11,12	\$102,599.00	\$102,599.00
3	3	English Language Arts Support Classes	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Middle School 6, 7, 8	\$42,126.00	\$42,126.00
3	4	Elementary Schools English Language Arts Intervention	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Robert Down and Forest Grove TK, K, 1,2,3,4,5,	\$487,175.00	\$487,175.00
3	5	Language Review Teams	LEA-wide	English Learners	All Schools		\$1,000.00
3	6	Math Intervention Programs	LEA-wide	English Learners Foster Youth Low Income	All Schools k-12	\$129,014.00	\$129,014.00
3	7	High School Productive Study Class	Schoolwide	English Learners Foster Youth Low Income	Specific Schools: Pacific Grove High School 10,11,12	\$25,259.00	\$25,259.00

Annual Update Table Year 1 [2021-22]

Annual update of the 2021-22 goals will occur during the 2022-23 update cycle.

Last Year's Goal #	Last Year's Action #	Prior Action/Service Title	Contributed to Increased or Improved Services?	Last Year's Total Planned Expenditures	Total Estimated Actual Expenditures
			Totals:	Planned Expenditure Total	Estimated Actual Total
			Totals:		

Instructions

[Plan Summary](#)

[Stakeholder Engagement](#)

[Goals and Actions](#)

[Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students](#)

For additional questions or technical assistance related to the completion of the LCAP template, please contact the local COE, or the California Department of Education's (CDE's) Local Agency Systems Support Office by phone at 916-319-0809 or by email at lcff@cde.ca.gov.

Introduction and Instructions

The Local Control Funding Formula (LCFF) requires LEAs to engage their local stakeholders in an annual planning process to evaluate their progress within eight state priority areas encompassing all statutory metrics (COEs have ten state priorities). LEAs document the results of this planning process in the Local Control and Accountability Plan (LCAP) using the template adopted by the State Board of Education.

The LCAP development process serves three distinct, but related functions:

- **Comprehensive Strategic Planning:** The process of developing and annually updating the LCAP supports comprehensive strategic planning (California *Education Code* [EC] 52064(e)(1)). Strategic planning that is comprehensive connects budgetary decisions to teaching and learning performance data. Local educational agencies (LEAs) should continually evaluate the hard choices they make about the use of limited resources to meet student and community needs to ensure opportunities and outcomes are improved for all students.
- **Meaningful Stakeholder Engagement:** The LCAP development process should result in an LCAP that reflects decisions made through meaningful stakeholder engagement (EC 52064(e)(1)). Local stakeholders possess valuable perspectives and insights about an LEA's programs and services. Effective strategic planning will incorporate these perspectives and insights in order to identify potential goals and actions to be included in the LCAP.
- **Accountability and Compliance:** The LCAP serves an important accountability function because aspects of the LCAP template require LEAs to show that they have complied with various requirements specified in the LCFF statutes and regulations, most notably:
 - Demonstrating that LEAs are increasing or improving services for foster youth, English learners, and low-income students in proportion to the amount of additional funding those students generate under LCFF (EC 52064(b)(4-6)).
 - Establishing goals, supported by actions and related expenditures, that address the statutory priority areas and statutory metrics (EC 52064(b)(1) & (2)).

- Annually reviewing and updating the LCAP to reflect progress toward the goals (*EC 52064(b)(7)*).

The LCAP template, like each LEA's final adopted LCAP, is a document, not a process. LEAs must use the template to memorialize the outcome of their LCAP development process, which should: (a) reflect comprehensive strategic planning (b) through meaningful engagement with stakeholders that (c) meets legal requirements, as reflected in the final adopted LCAP. The sections included within the LCAP template do not and cannot reflect the full development process, just as the LCAP template itself is not intended as a stakeholder engagement tool.

If a county superintendent of schools has jurisdiction over a single school district, the county board of education and the governing board of the school district may adopt and file for review and approval a single LCAP consistent with the requirements in *EC* sections 52060, 52062, 52066, 52068, and 52070. The LCAP must clearly articulate to which entity's budget (school district or county superintendent of schools) all budgeted and actual expenditures are aligned.

The revised LCAP template for the 2021–22, 2022–23, and 2023–24 school years reflects statutory changes made through Assembly Bill 1840 (Committee on Budget), Chapter 243, Statutes of 2018. These statutory changes enhance transparency regarding expenditures on actions included in the LCAP, including actions that contribute to meeting the requirement to increase or improve services for foster youth, English learners, and low-income students, and to streamline the information presented within the LCAP to make adopted LCAPs more accessible for stakeholders and the public.

At its most basic, the adopted LCAP should attempt to distill not just what the LEA is doing, but also allow stakeholders to understand why, and whether those strategies are leading to improved opportunities and outcomes for students. LEAs are strongly encouraged to use language and a level of detail in their adopted LCAPs intended to be meaningful and accessible for the LEA's diverse stakeholders and the broader public.

In developing and finalizing the LCAP for adoption, LEAs are encouraged to keep the following overarching frame at the forefront of the strategic planning and stakeholder engagement functions:

Given present performance across the state priorities and on indicators in the California School Dashboard, how is the LEA using its budgetary resources to respond to student and community needs, and address any performance gaps, including by meeting its obligation to increase or improve services for foster youth, English learners, and low-income students?

LEAs are encouraged to focus on a set of metrics or a set of actions that the LEA believes, based on input gathered from stakeholders, research, and experience, will have the biggest impact on behalf of its students.

These instructions address the requirements for each section of the LCAP, but may include information about effective practices when developing the LCAP and completing the LCAP itself. Additionally, information is included at the beginning of each section emphasizing the purpose that each section serves.

Plan Summary

Purpose

A well-developed Plan Summary section provides a meaningful context for the LCAP. This section provides information about an LEA's community as well as relevant information about student needs and performance. In order to provide a meaningful context for the rest of the LCAP, the content of this section should be clearly and meaningfully related to the content included in the subsequent sections of the LCAP.

Requirements and Instructions

General Information – Briefly describe the students and community. For example, information about an LEA in terms of geography, enrollment, or employment, the number and size of specific schools, recent community challenges, and other such information as an LEA wishes to include can enable a reader to more fully understand an LEA's LCAP.

Reflections: Successes – Based on a review of performance on the state indicators and local performance indicators included in the Dashboard, progress toward LCAP goals, local self-assessment tools, stakeholder input, and any other information, what progress is the LEA most proud of and how does the LEA plan to maintain or build upon that success? This may include identifying specific examples of how past increases or improvements in services for foster youth, English learners, and low-income students have led to improved performance for these students.

Reflections: Identified Need – Referring to the Dashboard, identify: (a) any state indicator for which overall performance was in the “Red” or “Orange” performance category or any local indicator where the LEA received a “Not Met” or “Not Met for Two or More Years” rating AND (b) any state indicator for which performance for any student group was two or more performance levels below the “all student” performance. What steps is the LEA planning to take to address these areas of low performance and performance gaps? Other needs may be identified using locally collected data including data collected to inform the self-reflection tools and reporting local indicators on the Dashboard.

LCAP Highlights – Identify and briefly summarize the key features of this year's LCAP.

Comprehensive Support and Improvement – An LEA with a school or schools identified for comprehensive support and improvement (CSI) under the Every Student Succeeds Act must respond to the following prompts:

- **Schools Identified:** Identify the schools within the LEA that have been identified for CSI.
- **Support for Identified Schools:** Describe how the LEA has or will support the identified schools in developing CSI plans that included a school-level needs assessment, evidence-based interventions, and the identification of any resource inequities to be addressed through the implementation of the CSI plan.
- **Monitoring and Evaluating Effectiveness:** Describe how the LEA will monitor and evaluate the implementation and effectiveness of the CSI plan to support student and school improvement.

Stakeholder Engagement

Purpose

Significant and purposeful engagement of parents, students, educators, and other stakeholders, including those representing the student groups identified by LCFF, is critical to the development of the LCAP and the budget process. Consistent with statute, such stakeholder engagement should support comprehensive strategic planning, accountability, and improvement across the state priorities and locally identified priorities (EC 52064(e)(1)). Stakeholder engagement is an ongoing, annual process.

This section is designed to reflect how stakeholder engagement influenced the decisions reflected in the adopted LCAP. The goal is to allow stakeholders that participated in the LCAP development process and the broader public understand how the LEA engaged stakeholders and the impact of that engagement. LEAs are encouraged to keep this goal in the forefront when completing this section.

Statute and regulations specify the stakeholder groups that school districts and COEs must consult when developing the LCAP: teachers, principals, administrators, other school personnel, local bargaining units of the LEA, parents, and students. Before adopting the LCAP, school districts and COEs must share it with the Parent Advisory Committee and, if applicable, to its English Learner Parent Advisory Committee. The superintendent is required by statute to respond in writing to the comments received from these committees. School districts and COEs must also consult with the special education local plan area administrator(s) when developing the LCAP. Statute requires charter schools to consult with teachers, principals, administrators, other school personnel, parents, and students in developing the LCAP. The LCAP should also be shared with, and LEAs should request input from, schoolsite-level advisory groups, as applicable (e.g., schoolsite councils, English Learner Advisory Councils, student advisory groups, etc.), to facilitate alignment between schoolsite and district-level goals and actions.

Information and resources that support effective stakeholder engagement, define student consultation, and provide the requirements for advisory group composition, can be found under Resources on the following web page of the CDE's website: <https://www.cde.ca.gov/re/lc/>.

Requirements and Instructions

Below is an excerpt from the 2018–19 *Guide for Annual Audits of K–12 Local Education Agencies and State Compliance Reporting*, which is provided to highlight the legal requirements for stakeholder engagement in the LCAP development process:

Local Control and Accountability Plan:

For county offices of education and school districts only, verify the LEA:

- a) Presented the local control and accountability plan to the parent advisory committee in accordance with Education Code section 52062(a)(1) or 52068(a)(1), as appropriate.
- b) If applicable, presented the local control and accountability plan to the English learner parent advisory committee, in accordance with Education Code section 52062(a)(2) or 52068(a)(2), as appropriate.

- c) Notified members of the public of the opportunity to submit comments regarding specific actions and expenditures proposed to be included in the local control and accountability plan in accordance with Education Code section 52062(a)(3) or 52068(a)(3), as appropriate.
- d) Held at least one public hearing in accordance with Education Code section 52062(b)(1) or 52068(b)(1), as appropriate.
- e) Adopted the local control and accountability plan in a public meeting in accordance with Education Code section 52062(b)(2) or 52068(b)(2), as appropriate.

Prompt 1: “A summary of the stakeholder process and how the stakeholder engagement was considered before finalizing the LCAP.”

Describe the stakeholder engagement process used by the LEA to involve stakeholders in the development of the LCAP, including, at a minimum, describing how the LEA met its obligation to consult with all statutorily required stakeholder groups as applicable to the type of LEA. A sufficient response to this prompt must include general information about the timeline of the process and meetings or other engagement strategies with stakeholders. A response may also include information about an LEA’s philosophical approach to stakeholder engagement.

Prompt 2: “A summary of the feedback provided by specific stakeholder groups.”

Describe and summarize the stakeholder feedback provided by specific stakeholders. A sufficient response to this prompt will indicate ideas, trends, or inputs that emerged from an analysis of the feedback received from stakeholders.

Prompt 3: “A description of the aspects of the LCAP that were influenced by specific stakeholder input.”

A sufficient response to this prompt will provide stakeholders and the public clear, specific information about how the stakeholder engagement process influenced the development of the LCAP. The response must describe aspects of the LCAP that were influenced by or developed in response to the stakeholder feedback described in response to Prompt 2. This may include a description of how the LEA prioritized stakeholder requests within the context of the budgetary resources available or otherwise prioritized areas of focus within the LCAP. For the purposes of this prompt, “aspects” of an LCAP that may have been influenced by stakeholder input can include, but are not necessarily limited to:

- Inclusion of a goal or decision to pursue a Focus Goal (as described below)
- Inclusion of metrics other than the statutorily required metrics
- Determination of the desired outcome on one or more metrics
- Inclusion of performance by one or more student groups in the Measuring and Reporting Results subsection
- Inclusion of action(s) or a group of actions
- Elimination of action(s) or group of actions
- Changes to the level of proposed expenditures for one or more actions
- Inclusion of action(s) as contributing to increased or improved services for unduplicated services
- Determination of effectiveness of the specific actions to achieve the goal
- Determination of material differences in expenditures

- Determination of changes made to a goal for the ensuing LCAP year based on the annual update process
- Determination of challenges or successes in the implementation of actions

Goals and Actions

Purpose

Well-developed goals will clearly communicate to stakeholders what the LEA plans to accomplish, what the LEA plans to do in order to accomplish the goal, and how the LEA will know when it has accomplished the goal. A goal statement, associated metrics and expected outcomes, and the actions included in the goal should be in alignment. The explanation for why the LEA included a goal is an opportunity for LEAs to clearly communicate to stakeholders and the public why, among the various strengths and areas for improvement highlighted by performance data and strategies and actions that could be pursued, the LEA decided to pursue this goal, and the related metrics, expected outcomes, actions, and expenditures.

A well-developed goal can be focused on the performance relative to a metric or metrics for all students, a specific student group(s), narrowing performance gaps, or implementing programs or strategies expected to impact outcomes. LEAs should assess the performance of their student groups when developing goals and the related actions to achieve such goals.

Requirements and Instructions

LEAs should prioritize the goals, specific actions, and related expenditures included within the LCAP within one or more state priorities. LEAs should consider performance on the state and local indicators, including their locally collected and reported data for the local indicators that are included in the Dashboard in determining whether and how to prioritize its goals within the LCAP.

In order to support prioritization of goals, the LCAP template provides LEAs with the option of developing three different kinds of goals:

- **Focus Goal:** A Focus Goal is relatively more concentrated in scope and may focus on a fewer number of metrics to measure improvement. A Focus Goal statement will be time bound and make clear how the goal is to be measured.
- **Broad Goal:** A Broad Goal is relatively less concentrated in its scope and may focus on improving performance across a wide range of metrics.
- **Maintenance of Progress Goal:** A Maintenance of Progress Goal includes actions that may be ongoing without significant changes and allows an LEA to track performance on any metrics not addressed in the other goals of the LCAP.

At a minimum, the LCAP must address all LCFF priorities and associated metrics.

Focus Goal(s)

Goal Description: The description provided for a Focus Goal must be specific, measurable, and time bound. An LEA develops a Focus Goal to address areas of need that may require or benefit from a more specific and data intensive approach. The Focus Goal can explicitly reference the metric(s) by which achievement of the goal will be measured and the time frame according to which the LEA expects to achieve the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA has chosen to prioritize this goal. An explanation must be based on Dashboard data or other locally collected data. LEAs must describe how the LEA identified this goal for focused attention, including relevant consultation with stakeholders. LEAs are encouraged to promote transparency and understanding around the decision to pursue a focus goal.

Broad Goal

Goal Description: Describe what the LEA plans to achieve through the actions included in the goal. The description of a broad goal will be clearly aligned with the expected measurable outcomes included for the goal. The goal description organizes the actions and expected outcomes in a cohesive and consistent manner. A goal description is specific enough to be measurable in either quantitative or qualitative terms. A broad goal is not as specific as a focus goal. While it is specific enough to be measurable, there are many different metrics for measuring progress toward the goal.

Explanation of why the LEA has developed this goal: Explain why the LEA developed this goal and how the actions and metrics grouped together will help achieve the goal.

Maintenance of Progress Goal

Goal Description: Describe how the LEA intends to maintain the progress made in the LCFF State Priorities not addressed by the other goals in the LCAP. Use this type of goal to address the state priorities and applicable metrics not addressed within the other goals in the LCAP. The state priorities and metrics to be addressed in this section are those for which the LEA, in consultation with stakeholders, has determined to maintain actions and monitor progress while focusing implementation efforts on the actions covered by other goals in the LCAP.

Explanation of why the LEA has developed this goal: Explain how the actions will sustain the progress exemplified by the related metrics.

Measuring and Reporting Results:

For each LCAP year, identify the metric(s) that the LEA will use to track progress toward the expected outcomes. LEAs are encouraged to identify metrics for specific student groups, as appropriate, including expected outcomes that would reflect narrowing of any existing performance gaps.

Include in the baseline column the most recent data associated with this metric available at the time of adoption of the LCAP for the first year of the three-year plan. LEAs may use data as reported on the 2019 Dashboard for the baseline of a metric only if that data represents the most recent available (e.g. high school graduation rate).

Using the most recent data available may involve reviewing data the LEA is preparing for submission to the California Longitudinal Pupil Achievement Data System (CALPADS) or data that the LEA has recently submitted to CALPADS. Because final 2020–2021 outcomes on some metrics may not be computable at the time the 2021–24 LCAP is adopted (e.g. graduation rate, suspension rate), the most recent data available may include a point in time calculation taken each year on the same date for comparability purposes.

The baseline data shall remain unchanged throughout the three-year LCAP.

Complete the table as follows:

- **Metric:** Indicate how progress is being measured using a metric.
- **Baseline:** Enter the baseline when completing the LCAP for 2021–22. As described above, the baseline is the most recent data associated with a metric. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 1 Outcome:** When completing the LCAP for 2022–23, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 2 Outcome:** When completing the LCAP for 2023–24, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above.
- **Year 3 Outcome:** When completing the LCAP for 2024–25, enter the most recent data available. Indicate the school year to which the data applies, consistent with the instructions above. The 2024–25 LCAP will be the first year in the next three-year cycle. Completing this column will be part of the Annual Update for that year.
- **Desired Outcome for 2023-24:** When completing the first year of the LCAP, enter the desired outcome for the relevant metric the LEA expects to achieve by the end of the 2023–24 LCAP year.

Timeline for completing the “**Measuring and Reporting Results**” part of the Goal.

Metric	Baseline	Year 1 Outcome	Year 2 Outcome	Year 3 Outcome	Desired Outcome for Year 3 (2023-24)
Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2021–22 .	Enter information in this box when completing the LCAP for 2022–23 . Leave blank until then.	Enter information in this box when completing the LCAP for 2023–24 . Leave blank until then.	Enter information in this box when completing the LCAP for 2024–25 . Leave blank until then.	Enter information in this box when completing the LCAP for 2021–22 .

The metrics may be quantitative or qualitative; but at minimum, an LEA’s LCAP must include goals that are measured using all of the applicable metrics for the related state priorities, in each LCAP year as applicable to the type of LEA. To the extent a state priority does not specify one or more metrics (e.g., implementation of state academic content and performance standards), the LEA must identify a metric to use within the LCAP. For these state priorities, LEAs are encouraged to use metrics based on or reported through the relevant self-reflection tool for local indicators within the Dashboard.

Actions: Enter the action number. Provide a short title for the action. This title will also appear in the expenditure tables. Provide a description of the action. Enter the total amount of expenditures associated with this action. Budgeted expenditures from specific fund sources will be provided in the summary expenditure tables. Indicate whether the action contributes to meeting the increase or improved services requirement as described in the Increased or Improved Services section using a “Y” for Yes or an “N” for No. (Note: for each such action offered on an LEA-wide or schoolwide basis, the LEA will need to provide additional information in the Increased or Improved Summary Section to address the requirements in *California Code of Regulations*, Title 5 [5 CCR] Section 15496(b) in the Increased or Improved Services Section of the LCAP).

Actions for English Learners: School districts, COEs, and charter schools that have a numerically significant English learner student subgroup must include specific actions in the LCAP related to, at a minimum, the language acquisition programs, as defined in *EC* Section 306, provided to students and professional development activities specific to English learners.

Actions for Foster Youth: School districts, COEs, and charter schools that have a numerically significant Foster Youth student subgroup are encouraged to include specific actions in the LCAP designed to meet needs specific to Foster Youth students.

Goal Analysis:

Enter the LCAP Year

Using actual annual measurable outcome data, including data from the Dashboard, analyze whether the planned actions were effective in achieving the goal. Respond to the prompts as instructed.

- Describe the overall implementation of the actions to achieve the articulated goal. Include a discussion of relevant challenges and successes experienced with the implementation process. This must include any instance where the LEA did not implement a planned action or implemented a planned action in a manner that differs substantively from how it was described in the adopted LCAP.
- Explain material differences between Budgeted Expenditures and Estimated Actual Expenditures. Minor variances in expenditures do not need to be addressed, and a dollar-for-dollar accounting is not required.
- Describe the effectiveness of the specific actions to achieve the articulated goal as measured by the LEA. In some cases, not all actions in a goal will be intended to improve performance on all of the metrics associated with the goal. When responding to this prompt, LEAs may assess the effectiveness of a single action or group of actions within the goal in the context of performance on a single metric or group of specific metrics within the goal that are applicable to the action(s). Grouping actions with metrics will allow for more robust analysis of whether the strategy the LEA is using to impact a specified set of metrics is working and increase transparency for stakeholders. LEAs are encouraged to use such an approach when goals include multiple actions and metrics that are not closely associated.
- Describe any changes made to this goal, expected outcomes, metrics, or actions to achieve this goal as a result of this analysis and analysis of the data provided in the Dashboard or other local data, as applicable.

Increased or Improved Services for Foster Youth, English Learners, and Low-Income Students

Purpose

A well-written Increased or Improved Services section provides stakeholders with a comprehensive description, within a single dedicated section, of how an LEA plans to increase or improved services for its unduplicated students as compared to all students and how LEA-wide or schoolwide actions identified for this purpose meet regulatory requirements. Descriptions provided should include sufficient detail yet be sufficiently succinct to promote a broader understanding of stakeholders to facilitate their ability to provide input. An LEA's description in this section must align with the actions included in the Goals and Actions section as contributing.

Requirements and Instructions

This section must be completed for each LCAP year.

When developing the LCAP in year 2 or year 3, copy the "Increased or Improved Services" section and enter the appropriate LCAP year. Using the copy of the section, complete the section as required for the relevant LCAP year. Retain all prior year sections for each of the three years within the LCAP.

Percentage to Increase or Improve Services: Identify the percentage by which services for unduplicated pupils must be increased or improved as compared to the services provided to all students in the LCAP year as calculated pursuant to 5 CCR Section 15496(a)(7).

Increased Apportionment based on the enrollment of Foster Youth, English Learners, and Low-Income Students: Specify the estimate of the amount of funds apportioned on the basis of the number and concentration of unduplicated pupils for the LCAP year.

Required Descriptions:

For each action being provided to an entire school, or across the entire school district or county office of education (COE), an explanation of (1) how the needs of foster youth, English learners, and low-income students were considered first, and (2) how these actions are effective in meeting the goals for these students.

For each action included in the Goals and Actions section as contributing to the increased or improved services requirement for unduplicated pupils and provided on an LEA-wide or schoolwide basis, the LEA must include an explanation consistent with 5 CCR Section 15496(b). For any such actions continued into the 2021–24 LCAP from the 2017–2020 LCAP, the LEA must determine whether or not the action was effective as expected, and this determination must reflect evidence of outcome data or actual implementation to date.

Principally Directed and Effective: An LEA demonstrates how an action is principally directed towards and effective in meeting the LEA's goals for unduplicated students when the LEA explains how:

- It considers the needs, conditions, or circumstances of its unduplicated pupils;
- The action, or aspect(s) of the action (including, for example, its design, content, methods, or location), is based on these considerations; and
- The action is intended to help achieve an expected measurable outcome of the associated goal.

As such, the response provided in this section may rely on a needs assessment of unduplicated students.

Conclusory statements that a service will help achieve an expected outcome for the goal, without an explicit connection or further explanation as to how, are not sufficient. Further, simply stating that an LEA has a high enrollment percentage of a specific student group or groups does not meet the increase or improve services standard because enrolling students is not the same as serving students.

For example, if an LEA determines that low-income students have a significantly lower attendance rate than the attendance rate for all students, it might justify LEA-wide or schoolwide actions to address this area of need in the following way:

After assessing the needs, conditions, and circumstances of our low-income students, we learned that the attendance rate of our low-income students is 7% lower than the attendance rate for all students. (Needs, Conditions, Circumstances [Principally Directed])

In order to address this condition of our low-income students, we will develop and implement a new attendance program that is designed to address some of the major causes of absenteeism, including lack of reliable transportation and food, as well as a school

climate that does not emphasize the importance of attendance. Goal N, Actions X, Y, and Z provide additional transportation and nutritional resources as well as a districtwide educational campaign on the benefits of high attendance rates. (Contributing Action(s))

These actions are being provided on an LEA-wide basis and we expect/hope that all students with less than a 100% attendance rate will benefit. However, because of the significantly lower attendance rate of low-income students, and because the actions meet needs most associated with the chronic stresses and experiences of a socio-economically disadvantaged status, we expect that the attendance rate for our low-income students will increase significantly more than the average attendance rate of all other students. (Measurable Outcomes [Effective In])

COEs and Charter Schools: Describe how actions included as contributing to meeting the increased or improved services requirement on an LEA-wide basis are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above. In the case of COEs and charter schools, schoolwide and LEA-wide are considered to be synonymous.

For School Districts Only:

Actions Provided on an LEA-Wide Basis:

Unduplicated Percentage > 55%: For school districts with an unduplicated pupil percentage of 55% or more, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities as described above.

Unduplicated Percentage < 55%: For school districts with an unduplicated pupil percentage of less than 55%, describe how these actions are principally directed to and effective in meeting its goals for unduplicated pupils in the state and any local priorities. Also describe how the actions **are the most effective use of the funds** to meet these goals for its unduplicated pupils. Provide the basis for this determination, including any alternatives considered, supporting research, experience, or educational theory.

Actions Provided on a Schoolwide Basis:

School Districts must identify in the description those actions being funded and provided on a schoolwide basis, and include the required description supporting the use of the funds on a schoolwide basis.

For schools with 40% or more enrollment of unduplicated pupils: Describe how these actions are principally directed to and effective in meeting its goals for its unduplicated pupils in the state and any local priorities.

For school districts expending funds on a schoolwide basis at a school with less than 40% enrollment of unduplicated pupils: Describe how these actions are principally directed to and how the actions are the most effective use of the funds to meet its goals for foster youth, English learners, and low-income students in the state and any local priorities.

“A description of how services for foster youth, English learners, and low-income students are being increased or improved by the percentage required.”

Consistent with the requirements of 5 CCR Section 15496, describe how services provided for unduplicated pupils are increased or improved by at least the percentage calculated as compared to the services provided for all students in the LCAP year. To improve services means to grow services in quality and to increase services means to grow services in quantity. Services are increased or improved by those actions in the LCAP that are included in the Goals and Actions section as contributing to the increased or improved services requirement. This description must address how these action(s) are expected to result in the required proportional increase or improvement in services for unduplicated pupils as compared to the services the LEA provides to all students for the relevant LCAP year.

Expenditure Tables

Complete the Data Entry table for each action in the LCAP. The information entered into this table will automatically populate the other Expenditure Tables. All information is entered into the Data Entry table. Do not enter data into the other tables.

The following expenditure tables are required to be included in the LCAP as adopted by the local governing board or governing body:

- Table 1: Actions
- Table 2: Total Expenditures
- Table 3: Contributing Expenditures
- Table 4: Annual Update Expenditures

The Data Entry table may be included in the LCAP as adopted by the local governing board or governing body, but is not required to be included.

In the Data Entry table, provide the following information for each action in the LCAP for the relevant LCAP year:

- **Goal #:** Enter the LCAP Goal number for the action.
- **Action #:** Enter the action's number as indicated in the LCAP Goal.
- **Action Title:** Provide a title of the action.
- **Student Group(s):** Indicate the student group or groups who will be the primary beneficiary of the action by entering "All", or by entering a specific student group or groups.
- **Increased / Improved:** Type "Yes" if the action **is** included as contributing to meeting the increased or improved services; OR, type "No" if the action is **not** included as contributing to meeting the increased or improved services.
- If "Yes" is entered into the Contributing column, then complete the following columns:

- **Scope:** The scope of an action may be LEA-wide (i.e. districtwide, countywide, or charterwide), schoolwide, or limited. An action that is LEA-wide in scope upgrades the entire educational program of the LEA. An action that is schoolwide in scope upgrades the entire educational program of a single school. An action that is limited in its scope is an action that serves only one or more unduplicated student groups.
- **Unduplicated Student Group(s):** Regardless of scope, contributing actions serve one or more unduplicated student groups. Indicate one or more unduplicated student groups for whom services are being increased or improved as compared to what all students receive.
- **Location:** Identify the location where the action will be provided. If the action is provided to all schools within the LEA, the LEA must indicate “All Schools”. If the action is provided to specific schools within the LEA or specific grade spans only, the LEA must enter “Specific Schools” or “Specific Grade Spans”. Identify the individual school or a subset of schools or grade spans (e.g., all high schools or grades K-5), as appropriate.
- **Time Span:** Enter “ongoing” if the action will be implemented for an indeterminate period of time. Otherwise, indicate the span of time for which the action will be implemented. For example, an LEA might enter “1 Year”, or “2 Years”, or “6 Months”.
- **Personnel Expense:** This column will be automatically calculated based on information provided in the following columns:
 - **Total Personnel:** Enter the total amount of personnel expenditures utilized to implement this action.
 - **Total Non-Personnel:** This amount will be automatically calculated.
- **LCFF Funds:** Enter the total amount of LCFF funds utilized to implement this action, if any. LCFF funds include all funds that make up an LEA’s total LCFF target (i.e. base grant, grade span adjustment, supplemental grant, concentration grant, Targeted Instructional Improvement Block Grant, and Home-To-School Transportation).
- **Other State Funds:** Enter the total amount of Other State Funds utilized to implement this action, if any.
- **Local Funds:** Enter the total amount of Local Funds utilized to implement this action, if any.
- **Federal Funds:** Enter the total amount of Federal Funds utilized to implement this action, if any.
- **Total Funds:** This amount is automatically calculated based on amounts entered in the previous four columns.

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Approval of Resolution #1074 Authorizing State Preschool Contract

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Barbara Martinez, Principal

RECOMMENDATION:

The District Administration recommends that the Board review and approve Resolution #1074, which will allow the District to continue to offer the State Preschool Program for the 2021-2022 school year, subject to ongoing review to verify that program expenses are within the amount as approved by the Board.

BACKGROUND:

For many years, the District has participated in the State Preschool Program, offering preschool opportunities to students whose families meet the income eligibility requirements. In order to continue participation in this program, the Board must approve this Resolution and authorize this contract.

INFORMATION:

The funding from the State for the preschool program has not been and will not be sufficient to full support the program. The Board has approved contributions from the Before and After School Program (BASRP) to support this program. However, due to the pandemic in 2019-20, BASRP has not been able to support the state preschool program. District General Fund has contributed \$16,724 to support the preschool program.

For 2021-22, the projected contribution from the General Fund is \$20,201 unless BASRP has fully resumed its after school funding program.

The proposed contract from the state will allow the District to offer a program to a maximum of 14.42 equivalent students for 180 days, with a reimbursable amount of \$49.85 per student, per day.

FISCAL IMPACT:

The Maximum Reimbursable Amount (MRA) is \$122,899 in state funding into Fund 12.

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2021, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

**DIRECTIONS AND FORMS FOR
CHILD CARE AND DEVELOPMENT CONTRACTS
(CSPP, CPKS)**

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DIRECTIONS FOR CONTRACT EXECUTION

1. **Please read the entire document carefully.**
2. Review the Funding Terms and Conditions (FT&C), applicable Program Requirements, and the General Terms and Conditions (GTC 04/2017). If you are a State Agency or University, review the General Interagency Agreement (GIA 610).

All of the above can be found on the CDE Web site at the following link:

<http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>

3. The Child Development contract and all completed documents may be signed via Adobe Acrobat digital signature and submitted electronically, or via wet ink and mailed to the department. See below for details.

A. For E-Mail Submission of Digitally Signed Contracts

- If you wish to use Adobe Acrobat digital signature, please have the authorized signatory use Adobe Acrobat to digitally sign the Child Development Contract. NOTE: must use password protected Adobe Acrobat digital signature.

When submitting the Adobe digitally signed forms, the authorized signatory must reply to the CDE's email and must include the following certifying statement:

"I am authorized to, and have approved, the attached documents for [CONTRACT ANALYST MUST insert contract number and include any amendments as "-01"], and have not altered the forms attached."

- Please be sure to have the contract and all required documents filled out completely and signed by the authorized official.
 - Print name, title, and address where requested.
 - Fill in place of performance on the Federal Certifications.
 - Do not alter the documents in any way.
 - **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of each contract. Contracts will not be executed prior to board approval.
- E-mail signed contracts and all completed documents *as soon as possible* to: CHILDDVELOPMENTCONTRACTS@cde.ca.gov

B. For Mail Submission of Hard Copy with Original Signature Contracts

Print two (2) copies of this document beginning with the Contract Checklist through the Contract and encumbrance (pages 9 through the end), *single-sided only*.

- Confirm that the printed pages are legible. If the contract language is cut off at the margin, follow the link below to correct the problem:
<http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Have both copies of the contract and all required documents filled out

completely and signed by the authorized official.

- Sign documents in *blue ink* only;
 - Contracts signed in black ink, stamped signatures, or copies will NOT be accepted.
 - Print name, title, and address where requested.
 - Fill in place of performance on the Federal Certifications.
 - Do not sign the encumbrance page—it's for CDE use only.
 - Do not alter documents in any way.
 - **Public agencies only** - Attach a copy of a resolution by the local governing body authorizing the execution of each contract. Contracts will not be executed prior to board approval.
- Mail signed contracts and all completed documents *as soon as possible* to:
Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
4. Upon contract execution, CDE will return a copy to you. If submitted electronically, the executed contract will be returned electronically. If submitted in hard copy, the executed contract will be returned in hard copy. For questions please email CHILDDVELOPMENTCONTRACTS@cde.ca.gov.

ISSUES THAT DELAY CONTRACT EXECUTION

The following issues will delay contract execution and payment:

- Documents are unsigned, incomplete, or not returned.
- The individual signing the contracts does not have signature authority to enter into contractual agreements.

For Digitally Signed Contracts:

- Contract is not signed with Adobe Acrobat digital signature.
- Contract is emailed without certifying statement form authorized signatory.

For Wet Ink Signed Contracts:

- Contract is mailed to the incorrect address.
- Contract is not signed with original signatures in *blue ink*.
- Contract was printed illegibly, double-sided or formatting has been changed.

RESOLUTION/SIGNATURE AUTHORITY

1. PUBLIC AGENCIES

According to the *State Contracting Manual, Volume 1*, when one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by one of the following documents from the local governing body authorizing execution of the agreement:

- Board resolution; or
- Board minutes; or
- Board policy

Please submit one resolution per contract.

County Offices of Education

A resolution is not required ***IF*** the County Superintendent signs the contract. If anyone else signs, board resolution or minutes, authorizing delegation of authority (signature authority) is required.

2. PRIVATE AGENCIES

Generally, the Executive Director, Owner, President, etc. are the authorized signers. *If an individual with a different title than above signs the contract*, provide one of the following indicating the signee has the authority to enter into and sign contractual agreements:

- Letter on company letterhead;
- Board Resolution; or
- Board Minutes

SAMPLE RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-22.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and
that the person/s who is/are listed below, is/are authorized to sign the transaction for the
Governing Board.

NAME

TITLE

SIGNATURE

_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____, 20XX, by the

Governing Board of _____

of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of

_____, of _____, County, in the
State of California, certify that the foregoing is a full, true and correct copy of a resolution
adopted by the said Board at a _____ meeting thereof held at a
regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature)

(Date)

FREQUENTLY ASKED QUESTIONS

1. BOARD RESOLUTIONS/SIGNATURE AUTHORITY

Do I need to provide a resolution and signature authority for an original contract?

Public Agency

Yes, you need a resolution authorizing the contract. You also need to provide signature authority for the person signing the contract, if someone other than the Superintendent signs. See the sample provided on the previous page.

Private Agency

A resolution from a private agency is not required. However, if an employee who is not the Executive Director, Owner, or President, etc. has signed the contract, signature authority is required. This can be provided by a resolution or letter on letterhead from the Executive Officer.

Do I need a resolution for an amendment?

If the resolution for the original contract specified the contract amount, a resolution containing the amended contract amount is required.

In addition, signature authority will be required if the person signing the amendment was not included as an authorized signer on the original resolution.

I work for a County Superintendent of Schools. Does my contract need a resolution?

A resolution is not required *IF* the County Superintendent signs the contract.

If someone other than the County Superintendent signs the contract, signature authority is required. This can be provided by a resolution or letter on letterhead signed by the County Superintendent.

2. FEDERAL ID NUMBER

What is my Federal ID number?

An Employer Identification Number (EIN) is also known as a Federal Tax Identification Number, and is used to identify a business entity. Use this number to fill in the CCC-04/2017 form.

3. PRINTING ERRORS

What is a misprint?

A misprint occurs when the contract is printed illegibly, double-sided, or a change has been made to the formatting. Common examples are:

- The text on the left margin of the contract has been cut off. Fix problem here: <http://helpx.adobe.com/acrobat/kb/scale-or-resize-printed-pages.html>
- Toner issues cause the print to be illegible.
- The contract has been printed double-sided.

- Space has been added or deleted.

If this occurs, you will receive an e-mail asking you to re-print, re-sign and return a correctly printed contract. Contracts that have been altered in any way will not be accepted.

4. CONTACT INFORMATION

When should I contact the Contracts Office?

If you have a question regarding the status of the contract or questions about any of the attached documents, please email CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

For questions regarding contract terms such as MDO, MRA, etc., contact the assigned Fiscal Analyst or Program Consultant.

Direct all contract correspondence to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDDEVELOPMENTCONTRACTS@cde.ca.gov

CONTRACT CHECKLIST

Contractor Name:

Contract #:

Place a check mark next to each item being returned. Please note that every form in your package is required.

- ☐ Checklist
- ☐ Signed California Civil Rights Laws Certification (CO-005)
- ☐ Signed Contractor Certification Clause (CCC-4/2017)
 - **Must complete ALL spaces, including Federal ID Number**
- ☒ ~~Signed Federal Certification (CO-8)~~
 - ~~**Must complete the place of performance**~~
- ☐ Signed (in **blue ink**) contract with original signatures
 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**

OR

Signed contract with a password-protected Adobe digital signature

 - **Must complete printed name, title, and address of authorized signatory**
 - **Must ensure all of the contract language visible**
- ☐ Encumbrance Page
 - **Informational only; do not sign.**
- ☐ For Public Agencies, must include board resolution or minutes authorizing execution of contract (if applicable)
- ☐ For Public Agencies, must include board resolution or minutes, authorizing delegation of authority (if applicable)

In accordance with *Directions for Contract Execution* section of this document, mail or e-mail all signed contracts and completed documents *as soon as possible* to:

Contracts, Purchasing, and Conference Services
California Department of Education
1430 N Street, Suite 2213
Sacramento, CA 95814-5901
CHILDEVELOPMENTCONTRACTS@cde.ca.gov

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION (CO-005)

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and

2. EMPLOYER DISCRIMINATORY POLICIES: For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct. <i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

CONTRACTOR CERTIFICATION CLAUSES (CCC 04/2017)

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award

of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO

REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. **GENDER IDENTITY**: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. **CONFLICT OF INTEREST**: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. **LABOR CODE/WORKERS' COMPENSATION**: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. **AMERICANS WITH DISABILITIES ACT**: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis

of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

FEDERAL CERTIFICATIONS (CO.8)

CO.8 (REV. 5/07)

FEDERAL CERTIFICATIONS

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 45 CFR Part 93, "New restrictions on Lobbying," and 45 CFR Part 76, "Government-wide Debarment and Suspension (Non procurement) and Government-wide requirements for Drug-Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Education determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 45 CFR Part 93, for persons entering into a grant or cooperative agreement over \$100,000 as defined at 45 CFR Part 93, Sections 93.105 and 93.110, the applicant certifies that:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement:

(b) If any funds other than federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an employee of Congress, or any employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," in accordance with this instruction;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

As required by executive Order 12549, Debarment and Suspension, and other responsibilities implemented at 45 CFR Part 76, for prospective participants in primary or a lower tier covered transactions, as defined at 45 CFR Part 76, Sections 76.105 and 76.110.

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency:

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

(b) Establishing an on-going drug-free awareness program to inform employees about-

(1) The danger of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will -

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title,

to: Director, Grants, and Contracts Service, U.S. Department of Education, 400 Maryland Avenue, S.W., (Room 3124, GSA Regional Office Building No. 3), Washington, DC 20202-4571.

Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d) (2), with respect to any employee who is so convicted:

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee shall insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

Check ☐ if there are workplaces on file that are not identified here.

DRUG-FREE WORKPLACE (GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 45 CFR Part 76, Subpart F, for grantees, as defined at 45 CFR Part 76, Sections 76.605 and 76.610-

a. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant, and

b. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Director, Grants and contracts Service, U.S. department of Education, 400 Maryland Avenue, S.W. (Room 3124, GSA Regional Office Building No. 3) Washington, DC 20202-4571. Notice shall include the identification numbers(s) of each affected grant.

ENVIRONMENTAL TOBACCO SMOKE ACT

As required by the Pro-Children Act of 1994, (also known as Environmental Tobacco Smoke), and implemented at Public Law 103-277, Part C requires that:

The applicant certifies that smoking is not permitted in any portion of any indoor facility owned or leased or contracted and used routinely or regularly for the provision of health care services, day care, and education to children under the age of 18. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to \$1,000 per day. (The law does not apply to children's services provided in private residence, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for in-patient drug and alcohol treatment.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

NAME OF APPLICANT (CONTRACTOR)	CONTRACT #
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
<hr/>	
SIGNATURE	DATE



LOCAL AGREEMENT FOR CHILD DEVELOPMENT SERVICES

DATE: July 01, 2021

CONTRACT NUMBER: CSPP-1320

PROGRAM TYPE: CALIFORNIA STATE
PRESCHOOL PROGRAM

PROJECT NUMBER: 27-6613-00-1

STATE AGENCY: CALIFORNIA DEPARTMENT OF EDUCATION

CONTRACTOR'S NAME: PACIFIC GROVE UNIFIED SCHOOL DISTRICT

This Agreement is entered into between the State Agency and the Contractor named above. The Contractor agrees to comply with the terms and conditions of the CURRENT APPLICATION; the GENERAL TERMS AND CONDITIONS (GTC04/2017)*; the CALIFORNIA STATE PRESCHOOL PROGRAM REQUIREMENTS*; the FUNDING TERMS AND CONDITIONS (FT&C)* and any subsequent changes to the FT&C*, which are by this reference made a part of this Agreement. Where the GTC04/2017 conflicts with either the Program Requirements or the FT&C, the Program Requirements or the FT&C will prevail.

Funding of this contract is contingent upon appropriation and availability of sufficient funds. This contract may be terminated immediately by the State if funds are not appropriated or available in amounts sufficient to fund the State's obligations under this contract.

The period of performance for this contract is July 01, 2021 through June 30, 2022. For satisfactory performance of the required services, the contractor shall be reimbursed in accordance with the Determination of Reimbursable Amount Section of the FT&C, at a rate not to exceed \$49.85 per child per day of full-time enrollment and a Maximum Reimbursable Amount (MRA) of \$122,899.00. During the term of this contract, the MRA may be adjusted through an Allocation Letter issued to the Contractor by State Agency.

SERVICE REQUIREMENTS

Minimum Child Days of Enrollment (CDE) Minimum Days of 2,465.0
Operation (MDO) Requirement 180

Any provision of this contract found to be in violation of Federal or State statute or regulation shall be invalid but such a finding shall not affect the remaining provisions of this contract.

Items shown with an Asterisk (*), are hereby incorporated by this reference and made part of this Agreement as if attached hereto. Amendments to any of these asterisked documents during the term of this contract shall be incorporated by reference as of the date issued by State Agency without need for formal amendment. These documents can be viewed at <http://www.cde.ca.gov/fg/aa/cd/ftc2021.asp>.

STATE OF CALIFORNIA		CONTRACTOR	
BY (AUTHORIZED SIGNATURE)		BY (AUTHORIZED SIGNATURE)	
PRINTED NAME OF PERSON SIGNING Jaymi Brown,		PRINTED NAME AND TITLE OF PERSON SIGNING	
TITLE Contract Manager		ADDRESS	
AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 122,899	PROGRAM/CATEGORY (CODE AND TITLE) Child Development Programs	FUND TITLE General	
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT \$ 0	(OPTIONAL USE) 0656 23038-6613	Department of General Services use only	
TOTAL AMOUNT ENCUMBERED TO DATE \$ 122,899	ITEM 30.10.010. 6100-196-0001	CHAPTER B/A	STATUTE 2021
	OBJECT OF EXPENDITURE (CODE AND TITLE) 702 SACS: Res-6105 Rev-8590	FISCAL YEAR 2021-2022	
I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the contract as stated above.		T.B.A. NO. Regular Meeting of June 17, 2021	B.R. NO.
SIGNATURE OF ACCOUNTING OFFICER		DATE	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

ACTION/DISCUSSION, L

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

ACTION/DISCUSSION L

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

California Department of Education
 Fiscal & Administrative Services Division
 CO-005 (NEW 4/2020)

CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION

Pursuant to Public Contract Code section 2010, if a bidder or proposer executes or renews a contract in the amount of \$100,000 or more on or after January 1, 2017, the bidder or proposer hereby certifies compliance with the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts \$100,000 or more, executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

1. Proposer/Bidder Firm Name (Printed):
2. Federal ID Number:
3. By (Authorized Signature):
4. Printed Name and Title of Person Signing:
5. Date Executed:
6. Executed in the County and State of:

RESOLUTION

This resolution is adopted in order to certify the approval of the Governing Board to enter into this transaction with the California Department of Education for the purpose of providing child care and development services and to authorize the designated personnel to sign contract documents for Fiscal Year 2021-2022.

RESOLUTION

BE IT RESOLVED that the Governing Board of _____

authorizes entering into local agreement number _____ and that the person/s who is/are listed below, is/are authorized to sign the transaction for the Governing Board.

<u>NAME</u>	<u>TITLE</u>	<u>SIGNATURE</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____

PASSED AND ADOPTED THIS _____ day of _____ 2020, by the Governing Board of _____ of _____ County, in the State of California.

I, _____, Clerk of the Governing Board of _____, of _____, County, in the State of California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a _____ meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

(Clerk's signature) (Date)

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

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

SUBJECT: Adoption of Resolution No. 1075 Designating Authorized Agents to Sign School Orders

DATE: June 17, 2021

PERSON RESPONSIBLE: Ralph Gómez Porras, Superintendent;
Song Chin-Bendib, Assistant Superintendent

RECOMMENDATION:

The Administration recommends that the Board of Education adopt Resolution No. 1075 designating authorized agents to sign school orders.

BACKGROUND:

Each year, the Board must authorize the signatures needed to sign orders and draw on funds in the name of the District. This resolution is typically passed in December annually, however the District needs to add Director of Human Resources Billie Mankey as an authorized signer.

INFORMATION:

The attached Resolution will authorize Superintendent Ralph Gomez Porras, Assistant Superintendent Song Chin Bendib, and Director of Human Resources Billie Mankey to be empowered to sign all orders in the name of the District and to draw on funds of the District. The approval will enable the District to continue its normal business functions. The requested authority is noted in the job descriptions of the Superintendent and the Assistant Superintendent.

FISCAL IMPACT:

None.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**RESOLUTION No. 1075****Resolution Designating Authorized Agent to Sign School Orders**

The Board of Education of the Pacific Grove Unified School District, Monterey County
ON MOTION of member, _____, seconded by member _____, effective June 17, 2021.

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

Ralph Gómez Porras, Superintendent, Song Chin-Bendib, Assistant Superintendent, and
Billie Mankey, Director of Human Resources, be authorized and are hereby empowered to sign any and
all orders in the name of said District, drawn on the funds of said District.

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

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified
School District this 17th day of June 2021 by the following vote:

AYES:

NOES:

ABSENT:

I, Ralph Gómez Porras, Secretary of the Governing Board, do hereby certify that the
foregoing is a full, true, and correct copy of Resolution No. 1075 duly passed and adopted by said Board
at a regularly called and conducted meeting held on said date.

Ralph Gómez Porras, Secretary of the Governing Board

Signatures of authorized persons:

Ralph Gómez Porras, Superintendent

Song Chin-Bendib, Assistant Superintendent

Billie Mankey, Director of Human Resources

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

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

SUBJECT: Contract for Services with McDonnell Roofing, Inc. for Pacific Grove High School K and L Wing Dry Rot Repairs Project

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with McDonnell Roofing for Pacific Grove High School K and L wing dry rot repairs project.

BACKGROUND:

Significant termite and dry rot damage exist in the fascia and glulam beam of the K&L Building. The significance of the damage to the structural glulam has resulted in this being a priority project. The District contracted services to a structural engineer, Howard Carter. Plans for repair were received the week of January 11, 2021. Plans call for removing the existing roof above the glue lam to observe any damage to the beam.

Staff believes that the cause of the dry rot damage is the rock roofing material clogging the interior rain gutters resulting in water pooling. In addition to the structural and cosmetic repairs, staff recommends removing and replacing the entire roof, repairing the internal gutter system, and exterior painting of the building.

INFORMATION:

The existing K&L roof is a tar and gravel system installed over twenty years ago. It is in poor condition in many areas where the gravel has drifted away exposing just tar. The exposed tar is also starting to breakdown from exposure to UV rays and wind damage.

The existing roof will predominantly stay in place except for vacuuming the loose gravel. Contract will install new flashing at the edges and patch areas above the beam repairs. They will install a ¼" coating system reinforced with fiberglass that comes with a 40 year NDL warranty. The roof will be finished with a Title 24 white cool roof reflective coating.

FISCAL IMPACT:

\$98,726.00 from Measure D. Work will begin on or around July 1, 2021 and is anticipated to complete in 2-3 weeks.

Bid Results

	McDonnell Roofing	Chapman Coast Roof Company	
Base Bid	\$ 98,726.00	No Bid	

Budget

PGHS K&L Dry Rot & Termite Damage Repair	\$500,000.00
In Budget to Date	\$339,300.00
McDonnell Roofing	\$98,726.00
Remainder in Budget	\$240,574.00

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

McDonnell Roofing Inc	CA License # 603230		
CONTRACTOR	SOCIAL SECURITY NUMBER BUSINESS ID # LICENSE #		
1215 Columbia Ave (#C-1)	Riverside	CA	92507
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

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

Pacific Grove High School K&L Dry Rot Repairs
615 Sunset Blvd
Pacific Grove, CA 93950

Article II. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents are in the bid documents sent to contractors on May 5, 2021.

Article III. **TIME TO COMPLETE.** Services shall begin on or about June 17, 2021 and shall be completed on or before November 30, 2021.

Article IV. **PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds Ninety eight thousand seven hundred twenty six dollars \$98,726.00 for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof.

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed

shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

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

Source of Funds: Measure D

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

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

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

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

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

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

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

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

Article VII. **PREVAILING WAGES.** The Project is a public work, the Work shall be performed as a public work and pursuant to the provisions of Section 1770 et seq. of the Labor Code of the State of California, which are hereby incorporated by reference and made a part hereof, the Director of Industrial Relations has determined the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which the Work is to be performed, for each craft, classification or type of worker needed to execute this Contract. Per diem wages shall be deemed to include employer payments for health and welfare, pension, vacation, apprenticeship or other training programs, and similar purposes. Copies of the rates are on file at the Owner's principal office. The rate of prevailing wage for any craft, classification or type of workmanship to be employed on this Project is the rate established by the applicable collective bargaining agreement which rate so provided is hereby adopted by reference and shall be effective for the life of this Agreement or until the Director of the Department of Industrial Relations determines that another rate be adopted. It shall be mandatory upon the Contractor and on any subcontractor to pay not less than the said specified rates to all workers employed in the execution of this Agreement.

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

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

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

Code) unless currently registered and qualified under Labor Code section 1725.5 to perform public work.

Article VIII. **WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

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

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

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

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

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

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

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

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

(CONTRACTOR)

(OWNER)

Board Approved June 17, 2021

SIGNED BY (Contractor) Date

Assistant Superintendent Date

CALIFORNIA CONTRACTOR'S
LICENSE NO.

Director of Human Resources Date

LICENSE EXPIRATION DATE

Site/Program Administrator Date

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



PROPOSAL

Date: 05/25/2021

To:
PGUSD

Project Info:
PGUSD K&L Roofing Project

Pacific Grove, CA

Contact: Matt Kelly
EMAIL: matt.kelly@pgusd.org



McDONNELL ROOFING INC.

CORPORATE OFFICE: 1215 Columbia Avenue, C1, Riverside, CA 92507
(714) 844-2814 - Fax (714) 844-2817
Lic. #603230 C-39



SCOPE OF WORK BASE BID

McDonnell Roofing Inc. (licensed contractor) proposes to furnish all materials and perform all labor necessary in accordance to plans, specifications, NRCA standards, and manufacturer's requirements to complete the following:

We propose to provide and install a 'WeatherWeld' waterproof, fluid applied, coating system (specification # R-16-30-AL) over the existing roof system:

Reasonable access to all roofing operations to be provided by owner or general contractor.

Power wash entire roof surface and fiberglass skylights to remove all fungus, algae and soil contaminants. Remove and dispose of all roof surface debris properly.

During the process of preparing and power washing the existing roof system, there will be areas of water intrusion that will be unavoidable. A project work schedule will be provided and will be made reasonably flexible to meet the needs of the tenant.

Asphalt Emulsion System: Provide and install 30 gallons per 100 square feet of WeatherWeld emulsion with 8 pounds per 100 square feet of OC Advantex Roving fiberglass over the entire roof area and around rooftop equipment. Provide and install 30 gallons per 100 square feet of emulsion and 16 pounds per 100 square feet of fiberglass at all base flashings for superior reinforcement.

Roof Coating: After acceptable curing time, apply coat application of WeatherWeld Acrylic White Coating at a rate of 1.5 gallons per 100 square feet per application.

*** Provide owner with manufacturer's Warranty, and Two (2) Years Contractor's labor Warranty**

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Exclusions

McDonnell Roofing, Inc. excludes the following:

- Any electrical or mechanical items that are in poor condition.
- Disconnecting / reconnecting of electrical, plumbing or mechanical equipment.
- Any structural defects/damage due to construction design or undetected roof deck deflection resulting in ponding water after roof is completed.
- Identifying, abatement or handling hazardous materials. If hazardous materials are detected it will be brought to Owner's attention.
- Any damage or dry rot found in the roof deck and structural members. If the situation occurs we will bring it to Owner's attention.
- Any vent/pipe penetration or HVAC Curb that will be added after the original roof inspection.
- Any equipment, wiring or lighting under roof deck.
- Building Permit: If Required. The permit will be pulled by MDR to include all inspections. Cost of the permit is excluded as owner will pay face value on the permit itself issued as a change order to the contract. Proposal is based on permit approved by building department and does not include re-sloping or building modifications.

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

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

SUBJECT: New California School Employees Association Job Description, Crossing Guard

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the California School Employees Association job description for Crossing Guard.

BACKGROUND:

The position of Crossing Guard historically has been a City of Pacific Grove position. Due to cuts, this position is no longer funded. To support our students safely arriving to school, we are bringing this position forward for your consideration as a district funded CSEA position.

INFORMATION:

We recommend replacing the two city positions; one position at Robert Down Elementary School on Pine Avenue, and one position at Pacific Grove High School on Sunset Avenue and Congress.

FISCAL IMPACT:

The pay Range is recommended at Range 27 and the analysis is for a mid-range, step C (\$20.53/hr.), with a work calendar of 180 days. Annually each 1-hour position is budgeted at \$5,018.60 including statutory benefits. The cost for two, 2-hour positions is \$20,074.40.

Crossing Guard	Step A	Step B	Step C	Step D	Step E	Step F
Hourly Rate	18.65	19.60	20.53	21.56	22.69	23.84

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: CROSSING GUARD

DEFINITION: Under the general direction of the Principal, assists students to cross traffic thoroughfares and provide all possible safety measures against traffic dangers.

ESSENTIAL FUNCTIONS: *Duties may include, but are not limited to the following:*

- Stop traffic and assist students and adults to safely cross designated intersections and thoroughfares at established crosswalks
- Place and remove “school zone” signs in roadway; holds a “stop” sign in such a manner as to be visible to approaching vehicles
- Use hand signals as an aide to communicate with citizens and students on the opposite side of the street
- Assure the safe movement of children to and from school by monitoring traffic flow, observing gaps in the traffic, and leading the children across the intersection; warn children of danger as necessary
- Monitor students and enforce proper conduct and safety procedures
- Report motorists who violate school zone laws
- Report suspicious characters at or near the crossing location
- Support and enforce school and district policies and regulations
- Demonstrate courteous and cooperative behavior when interacting with students, citizens, visitors, and staff
- Recognize, understand and handle certain childhood behaviors
- Maintain confidentiality
- Maintain a safe environment
- Participate in meetings and trainings as required
- Maintain equipment and materials and ensure that they are properly stored
- Other duties as assigned

QUALIFICATIONS:

Knowledge of:

- Traffic rules, regulations and roadway safety practice
- Basic physical, social, intellectual and emotional development patterns and behaviors of children
- Basic child safety practices and emergency protocols
- First aid

Ability to:

- Successfully relate to school age children
- Be dependable and punctual
- Respectfully present in a respectful, authoritative manner
- Understand and follow oral instructions
- Work effectively with those contacted in the course of the work
- Must be able to work independently and as part of a team

EDUCATION AND EXPERIENCE:

- Any combination of education and/or experience which would demonstrate possession of the knowledge and abilities listed herein
- Completion of the twelfth grade
- One (1) year of paid or volunteer experience working with children in an educational or child care setting
- Demonstrable experience utilizing traffic rules and regulations
- A positive work history record and attendance record

PHYSICAL REQUIREMENTS: of this position are, but not limited to the following:**Ability to:**

- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Carry and hold a sign overhead for extended periods of time
- Ascend and descend steps
- Hear, see, and move at a level that ensures student safety
- See for the purpose of observing accuracy of reports and documents
- See using close vision, distance vision, color vision, peripheral vision and to focus
- Hear and understand speech at normal levels
- Communicate so others will clearly understand normal conversation from various distances
- Communicate using the telephone and radio
- Push/pull, squat, turn, twist, bend, and stoop
- Lift and carry 25 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems, make good judgments and decisions
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Perform non-violent crisis intervention procedures
- Ability to meet the travel requirements of this position

WORKING CONDITIONS:

Indoor and outdoor working environment subject to standing, walking, bending, crouching, kneeling, reaching in all directions, subject to inclement weather, noise, and moving vehicles

LICENSE OR CERTIFICATE:

Possession of a valid California Driver's license
Valid CPR/First Aid Certification

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

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

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

SUBJECT: New Job Description, Teacher On Special Assignment: Intervention And Learning Gap Mitigation

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resource;
Ani Silva, Director Curriculum and Special Projects;
Clare Davies, Director Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the job description for Teacher on Special Assignment (TOSA) for Intervention and Learning Gap Intervention.

BACKGROUND:

The position of TOSA Intervention and Learning Gap Intervention will provide necessary expertise and coordination for District Distance Learning and Intervention programs. This TOSA will support teachers and students in identifying learning gaps and planning, implementing, and monitoring targeted intervention based on data.

INFORMATION:

We recommend beginning the school year with three TOSA's; one at each elementary school and one position for secondary. We may increase to 4 TOSA's after the school year begins and student need is further identified. The concept of these positions have been identified in the ELO plan previously presented.

FISCAL IMPACT:

We have budgeted \$500,000 through the ELO Grant for the TOSA positions. This is one time money and as such, the positions are limited to the 2021-22 school year only.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: TEACHER ON SPECIAL ASSIGNMENT
Intervention and Learning Gap Mitigation

DEFINITION: Under the supervision of the Director of Curriculum and Special Projects and in coordination with the school site principal, is responsible for the District Intervention Programs and learning gap mitigation

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Intervention and learning gap mitigation
- Under the direction of District administration, analyze student data and information in order to plan and determine how best to assist school site staff in the implementation of recommended and approved instructional programs and software that supports student learning
- Progress monitoring for ongoing identification of students in need of focused intervention.
- Progress monitoring of student outcomes
- Assist in guiding professional learning community process in response to identified student need
- Provide professional development to teachers and staff on Tier I intervention within the classroom throughout the school day (data driven small group instruction)
- Supervision of after school programs
- Oversee Independent Study program for students that choose Distance Learning (not limited to the current program Edmentum)
- Support site intervention teams using data to prescribe targeted instruction
- Model strategies for classroom teachers
- Oversee distance learning students and programs
- Oversee tutoring and intervention programs
- Create and maintain reports and documentation
- Support and provide data analysis for individual teachers, grade-level teams and/or departments in the dissemination of information provided through implementation of testing, assessments and common assessments, including formative assessments
- Develop training materials
- Develop tools and resources that support quality instruction and facilitate analysis of student achievement data to modify instruction
- Establish and maintain collaborative and supportive internal and external partnerships that support accelerated and sustained student growth
- Design professional development activities, conduct meetings and presentations, and facilitate work group activities
- Research, interpret, analyze, report, and utilize data and evaluating processes and resources
- Perform other non-instructional duties as assigned, according to District policies and procedures
- Maintain professional competence through participation in in-service education activities provided by the District and other professional growth activities, keeping informed of best practices and trends
- Participate in district committees as appropriate.
- Attend regular trainings and meetings as designated by the Director of Curriculum and Special Projects
- Participate in faculty meetings and committees, as needed or assigned
- Assist in maintaining program design that has been approved by the Board of Education
- Adhere to compliance requirements for program implementation

- Report school achievement data to staff, parents and the principal as appropriate
- Perform other program-related duties as may be assigned by the District or school site administrator and/or designee

QUALIFICATIONS:

Knowledge of:

- Educational Technology software programs that effectively support and enhance student learning
- Professional development theory and effective instructional practices.
- Student data analysis
- Applicable sections of State Education Code and other applicable state publications, such as curriculum frameworks
- Curriculum, instruction and assessment processes
- District policies and procedures that govern program and curriculum
- Technology and computer software applications relative to instruction and administration
- California Standards for the Teaching Profession
- Previous experience working effectively with culturally and linguistically diverse groups
- Organization, operations, policies and objectives of public education
- District goals as outlined in the Local Education Agency Plan
- California Content Standards, and educational issues and trends

Ability to:

- Adapt to changing work environment and/or priorities, being attentive to detail, meeting deadlines and schedules; working with constant interruptions; and working under time constraints
- Understand and carry out complex oral and written directions
- Act independently and make minor decisions based on established procedures
- Perform research, compiling information from a variety of sources
- Ability to communicate verbally with administrators, staff, students and the community in situations requiring thoughtfulness, diplomacy, and discretion
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, and firmness
- Learn and interpret specific rules, laws, and policies and apply them with good judgment in a variety of situations
- Work well independently and as part of a team
- Establish and maintain cooperative relationships with those contacted in the course of the work
- Maintain confidentiality
- Effectively plan for the differentiated needs of students
- Establish and maintain cooperative and supportive relationships with students, school personnel, district personnel, parents, co-workers, and the public
- Analyze a variety of student data and provide meaningful interpretation for school staff
- Maintain confidentiality
- Facilitate meetings and professional development
- Communicate effectively in the English language both orally and in writing
- Meet schedules and timelines
- Work independently with appropriate direction

- Analyze situations accurately and adopt an effective course of action as they pertain to working with adults in the coaching process and professional development
- Expertly use technology and computer software applications as appropriate to the work environment
- Use thoughtfulness, patience and courtesy when dealing with people
- Understand and be sensitive to those of culturally and linguistically diverse backgrounds
- Arrange and adhere to schedules and timelines
- Model norms of behavior that reflect high expectations for colleagues and students
- Travel to various locations within the tri-county area
- Work flexible hours.

EDUCATION AND EXPERIENCE:

- Bachelor's degree from an accredited college or university
- Three years of professional teaching experience
- Outstanding and/or highly satisfactory evaluations
- Strong educational technology software subject content knowledge and ability to apply it to teaching and learning
- Verifiable experience coaching and modeling instructional lessons for teachers and creating professional development
- Verifiable experience facilitating groups and conducting professional development in the defined subject matter or field of expertise
- State approved training in core curriculum

LICENSE OR CERTIFICATE:

- Valid California teaching credential
- CLAD or BCLAD certification
- Possession of a valid California Driver's License

PHYSICAL REQUIREMENTS:

Ability to perform, but not limited to, the following physical requirements:

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of observing accuracy of reports and documents
- Hear and understand speech at normal levels
- Communicate so others will clearly understand normal conversation
- Communicate using the telephone and radio
- Push/pull, squat, turn, twist, bend, and stoop
- Lift and carry 20 lbs
- Reach in all directions
- Think clearly and rationally to solve problems, use good judgment and make sound decisions
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position

WORKING CONDITIONS:

Classroom working environment subject to sitting at a desk for extended periods of time, walking and/or standing for extended periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, reaching in all directions, and prolonged periods of time working at a computer terminal

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

Adopted by the Board of Education:

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Replacement of Student Sexual Harassment Policies and Procedures

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve a new Sexual Harassment Policy and two Administrative Regulations implementing the policy.

INFORMATION:

The following is a brief summary of the changes made to the Board Policy and Regulations with recommended changes provided by legal counsel.

In the past and pursuant to Board Policy and Regulations, all student sexual harassment complaints were handled using the same process whether arising under state or federal law. The United States Department of Education (DOE) issued new regulations in 2020 regarding Title IX that dramatically changed the definition of sexual harassment under Title IX and the requirements for the investigative process. Therefore, there is now a difference in how complaints should be handled depending upon whether the alleged conduct meets the Title IX definition or not. While there is still only one policy on sexual harassment, those complaints meeting the Title IX definition would be handled under one Administrative Regulation (5145.71) while all other sexual harassment complaints would be handled under another (5145.7). Having two procedures ensures that the requirements of both state and federal law are addressed. In addition, should the DOE make additional changes to the procedures under Title IX, only one procedure would need to be modified.

Because the changes are significant, instead of providing revisions we recommend that the attached Board Policy 5145.7 and Administrative Regulations 5145.7 and 5145.71 replace the existing versions.

Students

Policy #5145.7

SEXUAL HARASSMENT

Mandated Policy

The Board of Trustees is committed to maintaining a safe school environment that is free from sexual harassment of students by anyone at school or at school-sponsored or school-related activities. The Board also prohibits retaliatory behavior or action against any person who reports, files a complaint or testifies about, or otherwise supports a complainant in alleging sexual harassment. The definition of "sexual harassment" under District policy, as well as under Title IX of the Education Amendments of 1972 ("Title IX") is described below. The administrative regulation used to process a known allegation of sexual harassment will depend upon the nature of the alleged conduct and if that alleged conduct meets the definition of sexual harassment under Title IX.

Sexual Harassment Under District Policy

"Sexual harassment" under District policy means unwelcome sexual advances, unwanted requests for sexual favors, or other unwanted verbal, visual, or physical conduct of a sexual nature made against another person of the same or opposite sex in the educational setting, under any of the following conditions: (Education Code 212.5; 5 CCR 4916).

1. Submission to the conduct is explicitly or implicitly made a term or condition of a student's academic status or progress.
2. Submission to or rejection of the conduct by a student is used as the basis for academic decisions affecting the student.
3. The conduct has the purpose or effect of having a negative impact on the student's academic performance or of creating an intimidating, hostile, or offensive educational environment.
4. Submission to or rejection of the conduct by the student is used as the basis for any decision affecting the student regarding benefits and services, honors, programs, or activities available at or through any district program or activity.

Sexual harassment also includes nonconsensual touching and cyber sexual bullying, as defined and prohibited by the California Penal Code and Education Code.

"Nonconsensual touching," as defined in Penal Code 243.4, means touching another person's intimate part against that person's will. "Touch" means direct physical contact or contact through the clothing of either person. "Intimate part" means sexual organ, anus, groin, or buttocks of any person, or the breast of a female.

"Cyber sexual bullying," as defined in Education Code 48900(r)(2)(A)(iii), means electronic dissemination of or solicitation or incitement to electronically disseminate a sexually explicit

Students

Policy #5145.7

SEXUAL HARASSMENT

Mandated Policy

image or recording, by a student to another student or to school personnel, that causes the student to be in fear of harm, or a substantially detrimental effect on the student's physical or mental health, or the student's ability to benefit from the educational environment.

Examples of types of conduct which are prohibited in the district and which may constitute sexual harassment include, but are not limited to:

1. Unwelcome leering, sexual flirtations, or propositions
2. Unwelcome sexual slurs, epithets, threats, verbal abuse, derogatory comments, or sexually degrading descriptions
3. Graphic verbal comments about an individual's body or overly personal conversation
4. Sexual jokes, derogatory posters, notes, stories, cartoons, drawings, pictures, obscene gestures, or computer-generated images of a sexual nature
5. Spreading sexual rumors
6. Teasing or sexual remarks about students enrolled in a predominantly single-sex class
7. Massaging, grabbing, fondling, stroking, or brushing the body
8. Touching an individual's body or clothes in a sexual way
9. Impeding or blocking movements or any physical interference with school activities when directed at an individual on the basis of sex
10. Displaying sexually suggestive objects
11. Sexual assault, sexual battery, or sexual coercion
12. Electronic communications containing comments, words, or images described above

Any prohibited conduct that occurs off-campus or outside of school-related or school-sponsored programs or activities will be regarded as sexual harassment in violation of district policy if it has a continuing effect on or creates a hostile school environment for the complainant-victim of the conduct.

Students

Policy #5145.7

SEXUAL HARASSMENT

Mandated Policy

Sexual Harassment Under Title IX

Some sexual harassment prohibited by District policy, as described above, may also be prohibited under Title IX. Under Title IX, sexual harassment toward a student means conduct on the basis of sex that satisfies at least one of the following:

1. An *employee* conditioning the provision of an aid, benefit, or service of the district on the student-victim's participation in unwelcome sexual conduct.
2. *Unwelcome conduct* determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's educational program or activity.
3. Sexual assault, dating violence, domestic violence, or stalking as defined in (20 U.S.C. 1092 or 34 U.S.C. 12291.)

Sexual assault means actual or intentional physical sexual acts against a person without consent that may include: rape, rape and seduction, sodomy, lewd and lascivious acts, oral copulation, sexual penetration, sexual battery, and sexual assault, as defined under Education Code 48900(n) and Penal Code 261, 266c, 286, 288, 288a, 289 and 243.4.

Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. (34 U.S.C. 12291(a)(10).)

Domestic violence means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws. (Ed. Code, § 48900, subd. (n).)

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress. (34 U.S.C. 12291(a)(30).)

"Without consent" or "against that person's will" may include: force, duress, violence, fear of immediate harm, or one's inability to consent.

Students

Policy #5145.7

SEXUAL HARASSMENT

Mandated Policy

Reporting Allegations of Sexual Harassment

The district strongly encourages any student who believes they are being or have been sexually harassed on school grounds or at a school-sponsored or school-related activity by another student or an adult, or who have experienced off-campus sexual harassment that has a continuing effect on campus, to immediately contact their teacher, the principal, one of the district's Title IX coordinators, or any other available school employee. Any employee who receives a report or observes an incident of sexual harassment shall notify the principal or a district Title IX coordinator. Once notified, the principal, coordinator or designee shall take the steps to investigate and address the allegation, as specified in the appropriate administrative regulation. Supportive measures should be offered to the complainant-victim and respondent, as deem appropriate.

(cf. 1312.3 - Uniform Complaint Procedures)

(cf. 5141.4 - Child Abuse Prevention and Reporting)

(cf. 5145.71 - Title IX Sexual Harassment Complaint Procedures)

Notice and Instruction Related to District Policy on Sexual Harassment

The Superintendent or designee shall inform students and parents/guardians of the district's sexual harassment policy by disseminating it through parent/guardian notifications, publishing it on the district's website, and including it in the student and staff handbooks. The district shall also create a poster that notifies students of the district's sexual harassment policy, and display the poster in a prominent and conspicuous location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted, in each bathroom and locker room on campus.

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. All district staff shall be trained regarding the district policies that prohibits sexual harassment of students.

Complaint Processes

Title IX Complaints:

If the alleged conduct, if taken to be true, meets the definition sexual harassment under Title IX (as defined above), the complaint or allegation shall be investigated or otherwise resolved in accordance with the procedures outlined in Title IX and AR 5145.71 – Title IX Sexual Harassment Complaint Procedures. This determination shall be made by a district Title IX coordinator. If a complaint does not rise to the level of sexual harassment under Title IX, it may need to be formally dismissed pursuant to Title IX and AR 5145.71.

Students

Policy #5145.7

SEXUAL HARASSMENT

Mandated Policy

All Other Sexual Harassment Complaints:

If the alleged conduct, even if taken to be true, is sexual in nature but does not meet the definition of sexual harassment under Title IX, the complaint or allegation shall be investigated or otherwise resolved in accordance with law and district procedures specified in AR 1312.3 - Uniform Complaint Procedures. This determination shall be made by a district Title IX coordinator.

Disciplinary Actions

Upon completion of an investigation of a sexual harassment complaint, whether the investigation followed AR 1312.3 or AR 5145.71, any student found to have engaged in sexual harassment or sexual violence in violation of this policy and/or Title IX shall be subject to disciplinary action. For students in grades 4-12, disciplinary action may include suspension and/or expulsion, provided that, in imposing such discipline, the entire circumstances of the incident(s) shall be taken into account.

Upon investigation of a sexual harassment complaint, any employee found to have engaged in sexual harassment or sexual violence toward any student shall be subject to disciplinary action, up to and including termination in accordance with law and the applicable collective bargaining agreement.

Record-Keeping

In accordance with law, the Superintendent or designee shall maintain a record of all reported cases of sexual harassment to enable the district to monitor, address, and prevent repetitive harassing behavior in district schools. Record-keeping requirements for complaints that fall under Title IX are detailed in AR 5145.71 – Title IX Sexual Harassment Complaint Procedures.

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48904 Liability of parent/guardian for willful student misconduct

48980 Notice at beginning of term

48985 Notices, report, statements and records in primary language

Pacific Grove Unified School District

Students

Policy #5145.7

SEXUAL HARASSMENT

Mandated Policy

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:**CSBA PUBLICATIONS**

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Pacific Grove Unified School District

Students

Policy #5145.7

SEXUAL HARASSMENT

Mandated Policy

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITESCSBA: <http://www.csba.org>California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights:

<http://www.ed.gov/about/offices/list/ocr>

Students

Administrative Regulation #5145.7

SEXUAL HARASSMENT

Reporting Process

Any student or parent/guardian who believes a student has been subjected to sexual harassment by another student, an employee, or any third party, or who has witnessed an incident of possible sexual harassment, is strongly encouraged to report the incident to their teacher, the principal, one of the district's Title IX coordinators, or any other available school employee and/or to submit a complaint pursuant to AR 1312.3 - Uniform Complaint Procedures or AR 5145.71 – Title IX Sexual Harassment Complaint Procedures.

Within one school day of receiving such a report/complaint, or within one school day of observing an incident of sexual harassment involving a student, the school employee shall forward the complaint/report, or prepare and forward a written description of a verbal report or observation, to the principal or a Title IX coordinator identified herein. The employee shall take these actions, whether or not the alleged victim submits a complaint and regardless of the alleged victim's request for confidentiality. The Title IX coordinator will be responsible for assessing a victim's request for confidentiality, and will only initiate the Title IX Sexual Harassment Complaint Process – AR 5145.71 against the victim's wishes if doing so is not clearly unreasonable in light of the known circumstances.

If a report or complaint of sexual harassment is initially submitted to the principal, the principal shall forward the report or complaint to a Title IX coordinator that same day, or as soon as is reasonably possible.

In any case of sexual harassment involving the principal, Title IX coordinator or designee, or any other person to whom the incident would ordinarily be reported, the report/complaint may instead be submitted to the Superintendent or designee who shall determine who will investigate the complaint.

When a verbal or informal report of sexual harassment is submitted, the principal and/or Title IX coordinator shall inform the student or parent/guardian of their right to file a formal written complaint in accordance with applicable district complaint procedures. As detailed in AR 5145.71, if the alleged conduct meets the definition of sexual harassment under Title IX, the Title IX coordinator must notify the student-victim of this right. If a complainant-victim refuses to reduce their complaint to writing in accordance with AR 1312.3 or AR 5145.71, the Title IX coordinator or designee shall reduce the verbal complaint to writing and may initiate an investigation into the verbal allegations pursuant to AR 1312.3 or AR 5145.71.

Title IX Coordinators

The district designates the following individuals as the employees responsible for coordinating its efforts to comply with Title IX of the Education Amendments of 1972, as well as to oversee,

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investigate, and/or resolve sexual harassment complaints processed under AR 1312.3 - Uniform Complaint Procedures and AR 5145.71 – Title IX Sexual Harassment Complaint Procedures. The Title IX Coordinator may be contacted at:

Billie Mankey
Director II, Human Resources
435 Hilcrest Ave.
Pacific Grove, CA 93950
(831) 646-6507
bmankey@pgusd.org

Supportive Measures and Response Pending Investigation

When an incident of sexual harassment is reported, the Title IX coordinator or designee, in consultation with the coordinator, shall determine whether supportive measures are necessary during and pending the result of an investigation to stop the alleged discrimination and ensure that all students have access to the educational program and a safe school environment. Supportive measures will be implemented on a case by case basis and shall be offered to both complainants and respondents, as appropriate. Any supportive measures adopted to address alleged sexual harassment, or related retaliation shall, be designed to preserve equal access to the district's educational program or activity without unreasonably burdening the other involved party. The supportive measures shall remain in place until the Title IX coordinator determines that they are no longer necessary.

Supportive measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, academic support, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. All supportive measures shall be implemented in accordance with law and Board policy. Such actions shall be considered even when a student chooses to not file a formal complaint or the sexual harassment occurs off school grounds or outside school-sponsored or school-related programs or activities.

Complaint Investigation and Resolution

The Title IX coordinator or designee shall contact the complainant (who is the victim of alleged misconduct) and investigate and resolve the complaint in accordance with law and district procedures. The Title IX coordinator will determine, based on the allegations and how sexual harassment is defined under Title IX and district policy, whether the complaint should be processed in accordance with AR 1312.3 - Uniform Complaint Procedures or AR 5145.71 – Title IX Sexual Harassment Complaint Procedures. Complaints that are filed but do not meet the definition of sexual harassment under Title IX may need to be formally dismissed pursuant to AR 5145.71.

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When a report or complaint of sexual harassment involves off-campus conduct that was outside a district program or activity, the Title IX coordinator, or a designee who has consulted with the Title IX coordinator, shall assess whether the conduct may create or contribute to the creation of a hostile school environment. If the Title IX coordinator or designee determines that a hostile environment may be created, the complaint shall be investigated and resolved, as is deemed appropriate under the circumstances. At a minimum, supportive measures will be offered to the victim.

In investigating a sexual harassment complaint, evidence of past sexual relationships of the victim shall not be considered, except to the extent that such evidence may relate to the victim's prior relationship with the respondent.

If sexual harassment is found following an investigation, the Title IX coordinator, or designee in consultation with the coordinator, shall take prompt action to stop the sexual harassment, prevent recurrence, and address any continuing effects.

Notifications

A copy of the district's sexual harassment policy and regulation shall:

1. Be included in the notifications that are sent to parents/guardians at the beginning of each school year (Education Code 48980; 5 CCR 4917)
2. Be displayed in a prominent location in the main administrative building or other area where notices of district rules, regulations, procedures, and standards of conduct are posted (Education Code 231.5)
3. Be summarized on a poster which shall be prominently and conspicuously displayed in each bathroom and locker room at each school. The poster may be displayed in public areas that are accessible to and frequented by students, including, but not limited to, classrooms, hallways, gymnasiums, auditoriums, and cafeterias. The poster shall display the rules and procedures for reporting a charge of sexual harassment; the name, phone number, and email address of an appropriate school employee to contact to report a charge of sexual harassment; the rights of the reporting student, the complainant, and the respondent; and the responsibilities of the school (Education Code 231.6)
4. Be posted in a prominent location on the district's website in a manner that is easily accessible to parents/guardians and students. This shall include the name or title, office address, email address, and telephone number of the employee(s) designated as the district's Title IX Coordinator (Education Code 234.6; 34 CFR 106.8)

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5. Be provided as part of any orientation program conducted for new and continuing students at the beginning of each quarter, semester, or summer session (Education Code 231.5)
6. Appear in any school or district publication that sets forth the school's or district's comprehensive rules, regulations, procedures, and standards of conduct (Education Code 231.5)
7. Be included in any handbook provided to students, parents/guardians, employees, or employee organizations (34 CFR 106.8)

Instruction/Information

The Superintendent or designee shall ensure that all district students receive age-appropriate information on sexual harassment. Such instruction and information shall include:

1. Notice regarding which acts and behaviors constitute sexual harassment, including the fact that sexual harassment could occur between people of the same sex and could involve sexual violence
2. A clear message that students do not have to endure sexual harassment under any circumstance
3. Encouragement to report observed incidents of sexual harassment even when the alleged victim of the harassment has not complained
4. A clear message that student safety is the district's primary concern, and that any separate rule violation involving an alleged victim or any other person reporting a sexual harassment incident will be addressed separately and will not affect the manner in which the sexual harassment complaint will be received, investigated, or resolved
5. A clear message that, regardless of a complainant's noncompliance with the writing, timeline, or other formal filing requirements, every sexual harassment allegation that involves a student, whether as the complainant, respondent, or victim of the harassment, shall be investigated and prompt action shall be taken to respond to harassment, prevent recurrence, and address any continuing effect on students, in a manner deemed appropriate by a Title IX coordinator
6. Information about the district's procedures for investigating complaints and the person(s) to whom a report of sexual harassment should be made

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7. Information about the rights of students and parents/guardians to file a civil or criminal complaint, as applicable, including the right to file a civil or criminal complaint while the district investigation of a sexual harassment complaint continues
8. A clear message that, when needed, the district will implement supportive measures to ensure a safe school environment for a student who is the complainant-victim of sexual harassment, and the respondent. Supportive measures will be designed to restore or preserve equal access to the district's educational program or activity without unreasonably burdening the other involved party.

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TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

Sexual Harassment Under Title IX

The complaint procedures described in this administrative regulation shall be used to address any complaint governed by Title IX of the Education Amendments of 1972 ("Title IX") alleging that a student was subjected to one or more of the following forms of sexual harassment (34 CFR 106.30):

1. A district employee conditioning the provision of a district aid, benefit, or service on the student's participation in unwelcome sexual conduct
2. Unwelcome conduct determined by a reasonable person to be so severe, pervasive, and objectively offensive that it effectively denies a student equal access to the district's education program or activity
3. Sexual assault, dating violence, domestic violence, or stalking as defined in 20 USC 1092 or 34 USC 12291

Sexual assault means actual or intentional physical sexual acts against a person without consent that may include: rape, rape and seduction, sodomy, lewd and lascivious acts, oral copulation, sexual penetration, sexual battery, and sexual assault, as defined under Education Code 48900(n) and Penal Code 261, 266c, 286, 288, 288a, 289 and 243.4.

Dating violence means violence committed by a person who is or has been in a social relationship of a romantic or intimate nature with the victim. (34 U.S.C. 12291(a)(10).)

Domestic violence means felony or misdemeanor crimes of violence committed by a current or former spouse or intimate partner of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim as a spouse or intimate partner, by a person similarly situated to a spouse of the victim under the domestic or family violence laws of the jurisdiction receiving grant monies, or by any other person against an adult or youth victim who is protected from that person's acts under the domestic or family violence laws. (Ed. Code, § 48900, subd. (n).)

Stalking means engaging in a course of conduct directed at a specific person that would cause a reasonable person to: (A) fear for his or her safety or the safety of others; or (B) suffer substantial emotional distress. (34 U.S.C. 12291(a)(30).)

"Without consent" or "against that person's will" may include: force, duress, violence, fear of immediate harm, or one's inability to consent.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

The district shall respond to allegations of sexual harassment that, if true, meet the definition of sexual harassment under Title IX, when the alleged conduct occurs in the school's education program or activity, and against a person in the United States. "Education program or activity" includes locations, events, or circumstances over which the school exercised substantial control over both the respondent and the context in which the sexual harassment occurs.

All other sexual harassment complaints or allegations, brought by or on behalf of students, shall be investigated and resolved in accordance with AR 1312.3 - Uniform Complaint Procedures.

The determination of whether the allegations meet the definition of sexual harassment under Title IX shall be made by a district Title IX coordinator.

Reporting and Filing a Formal Complaint of Sexual Harassment Under Title IX

Upon receiving such a report, the Title IX coordinator shall promptly meet with the complainant. The Title IX coordinator shall listen to the complainant's concerns, and inform the complainant of the process for filing a formal complaint, and their right to file or not file a formal complaint. The Title IX coordinator shall also discuss supportive measures with the complainant, and explain that supportive measures will be available regardless of whether a formal complaint is filed.

A "formal complaint" under Title IX means a document filed by a complainant (who must be the victim of the alleged conduct, or their parent/guardian) or signed by a district Title IX coordinator alleging sexual harassment against a respondent and requesting that the district investigate the allegation. At the time of filing a formal complaint, the complainant must be participating in or attempting to participate in the district's educational program or activity.

A formal complaint, with the complainant's physical or digital signature, may be filed with the Title IX coordinator, using the contact information listed in AR 5145.7 - Sexual Harassment, in person, by mail, by email, or by any other method authorized by the district. (34 CFR 106.30)

Even if the alleged victim chooses not to file a formal complaint, a Title IX coordinator shall file a formal complaint in situations in which a safety threat exists. In addition, the Title IX coordinator may file a formal complaint in other situations, as permitted under the Title IX regulations, including as part of the district's obligation to not be deliberately indifferent to known allegations of sexual harassment. In such cases, the Title IX coordinator does not become a party to the case, and the victim will receive notices as required by the Title IX regulations at specific points in the complaint process.

The Superintendent or designee shall ensure that the Title IX coordinator, investigator, decision-maker, or a facilitator of an informal resolution process do not have a conflict of interest or bias

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for or against complainants or respondents generally or an individual complainant or respondent, and that such persons receive training in accordance with 34 CFR 106.45. (34 CFR 106.45)

Supportive Measures

Upon receipt of a report of Title IX sexual harassment, even if a formal complaint is not filed, the Title IX coordinator shall promptly contact the complainant-victim to discuss the availability of supportive measures which are nondisciplinary, nonpunitive, and do not unreasonably burden the other party. Supportive measures shall be designed to restore or preserve equal access to the district's educational program or activity without unreasonably burdening the other party, protect the safety of all parties or the district's educational environment; and to deter sexual harassments. Such measures may include, but are not limited to, counseling, course-related adjustments, modifications of class schedules, academic support, mutual restrictions on contact, increased security, and monitoring of certain areas of the campus. The Title IX coordinator shall consider the complainant's wishes with respect to supportive measures. (34 CFR 106.30, 106.44) Supportive measures, including those detailed herein, shall also be offered to the respondent upon receipt of a formal complaint.

Emergency Removal from School

The district is prohibited from disciplining a student for alleged sexual harassment under Title IX until a full Title IX investigation has been completed. (§106.44, subd. (a).) However, on an emergency basis, the district may remove a student from the district's education program or activity, provided that the district conducts an individualized safety and risk analysis, determines that removal is justified due to an immediate threat to the physical health or safety of any student or other individual arising from the allegations, and provides the student with notice and an opportunity to challenge the decision immediately following the removal. This authority to remove a student cannot modify a student's rights under the Individuals with Disabilities Education Act (IDEA) or Section 504 of the Rehabilitation Act of 1973. (34 CFR 106.44)

If a district employee is the respondent, the employee may be placed on administrative leave during the pendency of the formal complaint process. (34 CFR 106.44)

Mandatory and Discretionary Dismissals of Title IX Complaints

The Title IX Coordinator shall dismiss a formal complaint if the alleged conduct would not constitute sexual harassment as defined in 34 CFR 106.30, even if proved. The Title IX coordinator shall also dismiss any complaint wherein the alleged conduct did not occur in the district's education program or activity, did not occur against a person in the United States, or wherein the complainant was not participating or attempting to participate in the educational program at the time the complaint was filed. The Title IX coordinator may dismiss a formal

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complaint if the complainant notifies the district in writing that the complainant would like to withdraw the complaint or any allegations in the complaint, the respondent is no longer enrolled or employed by the district, or sufficient circumstances prevent the district from gathering evidence sufficient to reach a determination with regard to the complaint. (34 CFR 106.30(a), 34 CFR 106.45)

Upon dismissal, the Title IX coordinator shall promptly, and simultaneously to the parties, send written notice of the dismissal and the reasons for the dismissal. (34 CFR 106.45) Both parties have the right to appeal a dismissal in accordance with the appeal procedures set forth below.

If a complaint is dismissed on the grounds that the alleged conduct does not constitute sexual harassment as defined in 34 CFR 106.30, or on another appropriate basis, the allegations may still be addressed pursuant to BP/AR 1312.3 - Uniform Complaint Procedures or other district policies and procedures, as is deemed appropriate under the circumstances.

Informal Resolution Process

When a formal complaint of sexual harassment is filed, the district may offer an informal resolution process, such as mediation, at any time prior to reaching a determination regarding responsibility. The district shall not require a party to participate in the informal resolution process or to waive the right to an investigation and adjudication of a formal complaint. (34 CFR 106.45)

The district may facilitate an informal resolution process provided that the district: (34 CFR 106.45)

1. Provides the parties with written notice disclosing the allegations, the requirements of the informal resolution process, the right to withdraw from the informal process and resume the formal complaint process, and any consequences resulting from participating in the informal resolution process, including that records will be maintained or could be shared.
2. Obtains the parties' voluntary, written consent to the informal resolution process
3. Does not offer or facilitate an informal resolution process to resolve allegations that an employee sexually harassed a student

Formal Complaint Process

Written Notice

If a formal complaint is filed, the Title IX coordinator shall provide the known parties

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(complainant and respondent) with written notice of the following: (34 CFR 106.45)

1. The district's complaint process, including any informal resolution process
2. The allegations potentially constituting sexual harassment with sufficient details known at the time, including the identity of parties involved in the incident if known, the conduct allegedly constituting sexual harassment, and the date and location of the alleged incident if known. Such notice shall be provided with sufficient time for the parties to prepare a response before any initial interview

If, during the course of the investigation, new Title IX allegations arise about the complainant or respondent that were not included in the initial notice, the Title IX coordinator shall provide notice of the additional allegations to the parties.

3. A statement that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the complaint process
4. That the parties may have an advisor of their choice who may be, but is not required to be, an attorney, and that the parties will have the ability to inspect and review evidence brought forth during the course of the investigation
5. That the parties are prohibited from knowingly making false statements or knowingly submitting false information during the complaint process
6. That there is a presumption that the respondent is presumed not responsible for the alleged conduct and that a determination regarding responsibility is made at the conclusion of the grievance/complaint procedure

The above notice may also include the name of the investigator, facilitator of an informal process, and decision-maker. If at any time a party has concerns regarding conflict of interest or bias regarding any of these persons, the party shall immediately notify a district Title IX coordinator.

Investigation Procedures

During the investigation process, the district and/or the district's designated investigator shall: (34 CFR 106.45)

1. Provide an equal opportunity for the parties to present witnesses, including fact and expert witnesses, and other inculpatory and exculpatory evidence

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2. Not restrict the ability of either party to discuss the allegations under investigation or to gather and present relevant evidence
3. Provide the parties with the same opportunities to have others present during any grievance/complaint proceeding, including the opportunity to be accompanied to any related meeting or proceeding by the advisor of their choice, who may be, but is not required to be, an attorney
4. Not limit the choice or presence of an advisor for either the complainant or respondent in any meeting or grievance/complaint proceeding, although the district may establish restrictions regarding the extent to which the advisor may participate in the proceedings as long as the restrictions apply equally to both parties
5. Provide, to a party whose participation is invited or expected, written notice of the date, time, location, participants, and purpose of all investigative interviews or other meetings, with sufficient time for the party to prepare to participate
6. Send in an electronic format or hard copy to both parties and their advisors, if any, any evidence obtained as part of the investigation that is directly related to the allegations raised in the formal complaint, and provide the parties at least 10 days to submit a written response for the investigator to consider prior to the completion of the investigative report
7. Objectively evaluate all relevant evidence, including both inculpatory and exculpatory evidence, and determine credibility in a manner that is not based on a person's status as a complainant, respondent, or witness
8. Create an investigative report that fairly summarizes relevant evidence and, at least 10 days prior to the determination of responsibility, send to the parties and their advisors, if any, the investigative report in an electronic format or a hard copy, for their review and written response

After sending the investigative report to the parties and before reaching a determination regarding responsibility, the decision-maker, who will not be the Title IX coordinator or investigator assigned to the matter, shall afford each party the opportunity to submit written, relevant questions that the party wants asked of any party or witness, provide each party with the answers, and allow for additional, limited follow-up questions from each party.

Questions and evidence about the complainant's sexual predisposition or prior sexual behavior are not relevant, unless such questions and evidence are offered to prove that someone other than

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the respondent committed the conduct alleged by the complainant or if the questions and evidence concern specific incidents of the complainant's prior sexual behavior with respect to the respondent and are offered to prove consent.

Privacy rights of all parties to the complaint shall be maintained in accordance with applicable state and federal laws.

If the complaint is against an employee, rights conferred under an applicable collective bargaining agreement shall be applied to the extent they do not conflict with the Title IX requirements.

Written Decision

The decision-maker shall issue, and simultaneously provide to both parties, a written decision as to whether the respondent is responsible for the alleged conduct. (34 CFR 106.45)

The written decision shall be issued within 60 calendar days of the receipt of the complaint. The timeline may be temporarily extended for good cause with written notice to the complainant and respondent of the extension and the reasons for the action. (34 CFR 106.45)

In making this determination, the decision-maker shall use the "preponderance of the evidence" standard for all formal complaints of sexual harassment. The same standard of evidence shall be used for formal complaints against students as for complaints against employees. (34 CFR 106.45)

The written decision shall include the following: (34 CFR 106.45)

1. Identification of the allegations potentially constituting sexual harassment as defined in 34 CFR 106.30
2. A description of the procedural steps taken from receipt of the formal complaint through the written decision, including any notifications to the parties, interviews with parties and witnesses, site visits, methods used to gather other evidence, and hearings held if the district includes hearings as part of the grievance/complaint process
3. Findings of fact supporting the determination
4. Conclusions regarding the application of the district's code of conduct to the facts
5. A statement of, and rationale for, the result as to each allegation, including a decision regarding responsibility, any disciplinary sanctions the district imposes on the

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

respondent, and whether remedies designed to restore or preserve equal access to the district's educational program or activity will be provided by the district to the complainant

6. The district's procedures and permissible bases for the complainant and respondent to appeal

The written decision shall also comply with the requirements outlined in the uniform complaint procedures for the issuance of an investigation report and appeal rights, as is necessary and required under the law.

Appeals

Either party may appeal the district's decision or dismissal of a formal complaint or any allegation in the complaint, if the party believes that a procedural irregularity affected the outcome, new evidence is available that could affect the outcome, or a conflict of interest or bias by the Title IX coordinator, investigator(s), or decision-maker(s) affected the outcome. If an appeal is filed, the district shall: (34 CFR 106.45)

1. Notify the other party in writing when an appeal is filed and implement appeal procedures equally for both parties
2. Ensure that the decision-maker(s) for the appeal is trained in accordance with 34 CFR 106.45 and is not the same decision-maker(s) who reached the determination regarding responsibility or dismissal, the investigator(s), or the Title IX Coordinator
3. Give both parties a reasonable, equal opportunity to submit a written statement in support of, or challenging, the outcome
4. Issue a written decision describing the result of the appeal and the rationale for the result
5. Provide the written decision simultaneously to both parties

An appeal must be filed in writing within 10 calendar days of receiving the notice of dismissal of a Title IX complaint or a written determination, stating the grounds for the appeal and including any relevant documentation in support of the appeal. Appeals submitted after this deadline are not timely and shall not be considered. A written decision on the appeal shall be provided to the parties within 20 calendar days from the receipt of the appeal.

Either party has the right to file a complaint with the U.S. Department of Education's Office for Civil Rights.

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Remedies

When a determination of responsibility for sexual harassment has been made against the respondent, the district shall provide remedies to the complainant. Such remedies may include the same individualized services described above in the section "Supportive Measures," but need not be nondisciplinary or nonpunitive and need not avoid burdening the respondent. (34 CFR 106.45)

Corrective/Disciplinary Actions

The district shall not impose any disciplinary sanctions or other actions against a respondent, other than supportive measures as described above in the section "Supportive Measures," until the complaint procedure has been completed and a determination of responsibility has been made. (34 CFR 106.44)

For students in grades 4-12, discipline for sexual harassment may include suspension and/or expulsion. After the completion of the complaint procedure, if it is determined that a student at any grade level has committed sexual assault or sexual battery at school or at a school activity off school grounds, the principal or Superintendent shall immediately suspend the student and shall recommend expulsion. (Education Code 48900.2, 48915)

Other actions that may be taken with a student who is determined to be responsible for sexual harassment include, but are not limited to:

1. Transfer from a class or school as permitted by law
2. Parent/guardian conference
3. Education of the student regarding the impact of the conduct on others
4. Positive behavior support
5. Referral of the student to a student success team
6. Denial of participation in extracurricular or cocurricular activities or other privileges as permitted by law

When an employee is found to have committed sexual harassment or retaliation, the district shall take appropriate disciplinary action, up to and including dismissal, in accordance with applicable law and collective bargaining agreement.

TITLE IX SEXUAL HARASSMENT COMPLAINT PROCEDURES

Record-Keeping

The Superintendent or designee shall maintain for a period of seven years a record of the following:

For formal complaints, the district shall maintain record of each Title IX investigations of sexual harassment, including any determinations of responsibility, any audio or audiovisual recording and transcript if applicable, any disciplinary sanctions imposed, any remedies provided to the complainant, any appeal or informal resolution and the results therefrom, and responses made pursuant to 34 CFR 106.44. (34 CFR 106.45)

Where a Title IX allegation was reported, regardless of whether or not a formal complaint was filed, the district shall maintain a record of any actions, including supportive measures, taken in response to a report or formal complaint, or why it is reasonable that no supportive actions were taken, why the district's response was not deliberately indifferent, and the measures taken that were designed to restore or preserve equal access to the education program or activity.

The Superintendent or designee shall also maintain for a period of seven years all materials used to train the Title IX Coordinator, investigator(s), decision-maker(s), and any person who facilitates an informal resolution process. The district shall make such training materials publicly available on its web site, or if the district does not maintain a web site, available upon request by members of the public. (34 CFR 106.45)

Legal Reference:

EDUCATION CODE

200-262.4 Prohibition of discrimination on the basis of sex

48900 Grounds for suspension or expulsion

48900.2 Additional grounds for suspension or expulsion; sexual harassment

48985 Notices, report, statements and records in primary language

CIVIL CODE

51.9 Liability for sexual harassment; business, service and professional relationships

1714.1 Liability of parents/guardians for willful misconduct of minor

GOVERNMENT CODE

12950.1 Sexual harassment training

CODE OF REGULATIONS, TITLE 5

4600-4670 Uniform complaint procedures

4900-4965 Nondiscrimination in elementary and secondary education programs

UNITED STATES CODE, TITLE 20

1092 Definition of sexual assault

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1221 Application of laws

1232g Family Educational Rights and Privacy Act

1681-1688 Title IX of the Education Amendments of 1972

UNITED STATES CODE, TITLE 34

12291 Definition of dating violence, domestic violence, and stalking

UNITED STATES CODE, TITLE 42

1983 Civil action for deprivation of rights

2000d-2000d-7 Title VI, Civil Rights Act of 1964

2000e-2000e-17 Title VII, Civil Rights Act of 1964 as amended

CODE OF FEDERAL REGULATIONS, TITLE 34

99.1-99.67 Family Educational Rights and Privacy

106.1-106.82 Nondiscrimination on the basis of sex in education programs

COURT DECISIONS

Donovan v. Poway Unified School District, (2008) 167 Cal.App.4th 567

Flores v. Morgan Hill Unified School District, (2003, 9th Cir.) 324 F.3d 1130

Reese v. Jefferson School District, (2000, 9th Cir.) 208 F.3d 736

Davis v. Monroe County Board of Education, (1999) 526 U.S. 629

Gebser v. Lago Vista Independent School District, (1998) 524 U.S. 274

Oona by Kate S. v. McCaffrey, (1998, 9th Cir.) 143 F.3d 473

Doe v. Petaluma City School District, (1995, 9th Cir.) 54 F.3d 1447

Management Resources:

CSBA PUBLICATIONS

Providing a Safe, Nondiscriminatory School Environment for Transgender and Gender-Nonconforming Students, Policy Brief, February 2014

Safe Schools: Strategies for Governing Boards to Ensure Student Success, 2011

U.S. DEPARTMENT OF EDUCATION, OFFICE FOR CIVIL RIGHTS PUBLICATIONS

Q&A on Campus Sexual Misconduct, September 2017

Examples of Policies and Emerging Practices for Supporting Transgender Students, May 2016

Dear Colleague Letter: Title IX Coordinators, April 2015

Sexual Harassment: It's Not Academic, September 2008

Revised Sexual Harassment Guidance: Harassment of Students by School Employees, Other Students, or Third Parties, January 2001

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

U.S. Department of Education, Office for Civil Rights: <http://www.ed.gov/about/offices/list/ocr>

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

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

SUBJECT: Updates to Board Policies and Regulations Regarding Graduation Requirements

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove High School and Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the updates to Board Policy and Regulation 6146.1 High School Graduation Requirements, Policy 6152 Class Assignment, and Regulation 6152.1 Placement In Mathematics Courses, regarding graduation requirements.

INFORMATION:

Board Policy and Regulation 6146.1 High School Graduation Requirements, Policy 6152 Class Assignment, and Regulation 6152.1 Placement In Mathematics Courses have been updated to match current practices regarding graduation.

- Policy 6152 was updated to remove information to allow students to have an open period.
- Regulation 6152.1 was updated to remove incorrect information about a math course no longer offered.
- Policy 6146.1 and Regulation 6146.1 were updated to remove outdated information about the High School Exit Exam, as well as add exemption for PGHS transfer students from completing 10 credits of World Geography. World Geography is not a California high school graduation requirement and the exemption would create an equitable opportunity for transfer students to graduate from PGHS.

FISCAL IMPACT:

No fiscal impact.

Pacific Grove Unified School District

Instruction

Policy #6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

Students shall receive diplomas of graduation from high school only after completing the prescribed course of study and meeting the standards of proficiency established by the district.

The prescribed course of study for students in grades 9 through 12 shall include: (EC 51225.3)

Subject	Credits	Credits (CHS)
English – four years	40	40
Mathematics – two years Must include Algebra 1	20	20
Science – two years one year life science and one year physical science	20	20
Social Studies—four years 10 credits geography or honors social studies 10 credits world history or geography 10 credits U.S. history 10 credits government/civics and economics Social Science - four years * 10 credits World Geography 10 credits World History 10 credits U.S. History 5 credits Economics 5 credits Governments *Transfer students to PGHS are exempt from completing 10 credits in World Geography. Social Science graduation requirements for transfer students to PGHS will be 30 credits.	40	40
Fine Arts or Foreign Language World Language— one year	10	10
Physical Education - two years for grades 9 and 10 includes 1 quarter health at PGHS (with sex ed component)	20	20
Vocational Education – one semester	5	0 5
Career Technical Education – one year approved UC-A-G course or ROP course	10	5/10
Technology—one year or proof of competency Computers		10
Community Service	48 hrs	48 hrs 42
Electives	65 70	30

Pacific Grove Unified School District

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Policy #6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

Senior Projects Recommended for all students, AP-English students will complete modified projects.		
Health		5
TOTAL	230	195 200

The Governing Board desires to prepare each student to obtain a diploma of high school graduation in order to provide students with opportunities for postsecondary education and/or employment.

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

The Governing Board recognizes that the prescribed course of study may not accommodate the needs of some students. The Board, with the active involvement of parents/guardians, administrators, teachers and students, shall adopt alternative means for the completion of prescribed courses, which may include: (EC 51225.3)

1. Work experience or other outside school experience.
2. Vocational education classes offered in high schools.
3. Courses offered by regional occupational centers or programs.
4. Interdisciplinary study.
5. Credit earned at a postsecondary institution.
6. Credit for driver education and training which satisfies the requirements of Vehicle Code 12507.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (EC51225.3)

Exceptional students, such as foreign exchange students and World War II-impacted students, may receive an Honorary Diploma. This diploma will clearly note its honorary status. (Education Code 51225.5)

Standards of Proficiency for Classes Prior to 2006

To receive a high school diploma, District students also must achieve at least minimum proficiency in reading comprehension, writing and mathematics. The Board shall adopt

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CSBA: 3/02

Adopted: 3/5/98

Revised: 09/04; 06/05, May 1, 2008

Pacific Grove Unified School District

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Policy #6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

proficiency standards in these areas and any others it deems appropriate. All adopted proficiency standards shall correspond with the goals of the course of study required for graduation

Student progress toward proficiency in basic skills shall be assessed in English once during grades 7 through 9 and twice during grades 10 and 11. A separate assessment shall be made of the student's proficiency in each skill area.

Remedial instruction shall be provided to any student who does not show adequate progress toward mastery of basic skills. This instruction may be provided in summer school and shall offer the student numerous opportunities to achieve mastery.

When a student does not show adequate progress, the Superintendent or designee shall inform a student's parent/guardian in writing that the student shall not receive a high school diploma unless the prescribed standards are met.

~~Exit Exam for the Classes of 2006 and Later~~

~~Beginning in the 2005-06 school year, each student completing grade 12 shall have successfully passed the state exit examination in language arts and mathematics as a condition of high school graduation. (Education Code 60851)~~

~~Supplemental instruction shall be offered to any student who does not demonstrate "sufficient progress," as defined in Board policy, toward passing the exit examination. (Education Code 37252, 60851, 35186)~~

~~Beginning in Fall 2008, as a means of honoring up to 13 years of successful years in education, the Pacific Grove Unified School district will offer an alternative Certificate of Scholastic Achievement to those students who have completed all state and district requirements for high school graduation **except** for successful passage of the California High School Exit Examinations in both Language Arts and Mathematics. In this case, the student must have attempted to pass the test in all of the administrations offered. If the student did not attempt all test administrations, verification from authorized school site administrators must be on record excusing the student from having attempted those administrations of the test. This certificate is **not** an equivalent diploma, does **not** offer the student any privileges thereto, and may limit the student's future efforts that require a diploma.~~

~~Additionally, if a student successfully completes all courses for graduation, but does not pass the high school exit examination, that student shall be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the~~

Pacific Grove Unified School District

Instruction

Policy #6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

~~completion of grade 12 (Education Code § 35186). If successful in completing the high school exit examination within those two years, the student will receive a District diploma.~~

Legal Reference:

EDUCATION CODE

[35186](#) Valenzuela/Williams Requirements[37252](#) Supplemental instructional programs[48430](#) Continuation education schools and classes[48980](#) Notification of parent/guardian[51224](#) Skills and knowledge required for adult life[51224.5](#) Algebra instruction[51225.3](#) Requirements for graduation[51225.5](#) Honorary diplomas; foreign exchange students[51228](#) Graduation requirements[51230](#) American government and civics[51240-51246](#) Exemptions from requirements[51410-51411](#) Diplomas[51420-51421](#) High school equivalency certificates[51450-51455](#) Golden State Seal Merit Diploma~~[60850-60859](#) High school exit exam~~

CODE OF REGULATIONS, TITLE 5

[1600-1651](#) Graduation of pupils from grade 12 and credit toward graduation

Management Resources:

WEB SITES

CDE: <http://www.cde.ca.gov>CSBA: <http://www.csba.org>

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Policy #6146.1

HIGH SCHOOL GRADUATION REQUIREMENTS

Students shall receive diplomas of graduation from high school only after completing the prescribed course of study and meeting the standards of proficiency established by the district.

The prescribed course of study for students in grades 9 through 12 shall include: (EC 51225.3)

Subject	Credits	Credits (CHS)
English – four years	40	40
Mathematics – two years	20	20
Science – two years one year life science and one year physical science	20	20
Social Science - four years * 10 credits World Geography 10 credits World History 10 credits U.S. History 5 credits Economics 5 credits Governments *Transfer students to PGHS are exempt from completing 10 credits in World Geography. Social Science graduation requirements for transfer students to PGHS will be 30 credits.	40	40
Fine Arts or World Language– one year	10	10
Physical Education - two years for grades 9 and 10 includes 1 quarter health at PGHS (with sex ed component)	20	20
Vocational Education –		5
Career Technical Education – one year approved UC-A-G course	10	
		10
Community Service	48 hrs	42
Electives	70	30
Health		5
TOTAL	230	200

The Governing Board desires to prepare each student to obtain a diploma of high school graduation in order to provide students with opportunities for postsecondary education and/or employment.

HIGH SCHOOL GRADUATION REQUIREMENTS

Because the prescribed course of study may not accommodate the needs of some students, the Board shall provide alternative means for the completion of prescribed courses in accordance with law.

The Governing Board recognizes that the prescribed course of study may not accommodate the needs of some students. The Board, with the active involvement of parents/guardians, administrators, teachers and students, shall adopt alternative means for the completion of prescribed courses, which may include: (EC 51225.3)

1. Work experience or other outside school experience.
2. Vocational education classes offered in high schools.
3. Courses offered by regional occupational centers or programs.
4. Interdisciplinary study.
5. Credit earned at a postsecondary institution.
6. Credit for driver education and training which satisfies the requirements of Vehicle Code 12507.

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (EC51225.3)

Exceptional students, such as foreign exchange students and World War II-impacted students, may receive an Honorary Diploma. This diploma will clearly note its honorary status. (Education Code 51225.5)

Standards of Proficiency for Classes Prior to 2006

To receive a high school diploma, District students also must achieve at least minimum proficiency in reading comprehension, writing and mathematics. The Board shall adopt proficiency standards in these areas and any others it deems appropriate. All adopted proficiency standards shall correspond with the goals of the course of study required for graduation

Student progress toward proficiency in basic skills shall be assessed in English once during grades 7 through 9 and twice during grades 10 and 11. A separate assessment shall be made of the student's proficiency in each skill area.

Remedial instruction shall be provided to any student who does not show adequate progress toward mastery of basic skills. This instruction may be provided in summer school and shall offer the student numerous opportunities to achieve mastery.

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HIGH SCHOOL GRADUATION REQUIREMENTS

When a student does not show adequate progress, the Superintendent or designee shall inform a student's parent/guardian in writing that the student shall not receive a high school diploma unless the prescribed standards are met.

Legal Reference:

EDUCATION CODE

35186 Valenzuela/Williams Requirements
37252 Supplemental instructional programs
48430 Continuation education schools and classes
48980 Notification of parent/guardian
51224 Skills and knowledge required for adult life
51224.5 Algebra instruction
51225.3 Requirements for graduation
51225.5 Honorary diplomas; foreign exchange students
51228 Graduation requirements
51230 American government and civics
51240-51246 Exemptions from requirements
51410-51411 Diplomas
51420-51421 High school equivalency certificates
51450-51455 Golden State Seal Merit Diploma
60850-60859 High school exit exam

CODE OF REGULATIONS, TITLE 5

1600-1651 Graduation of pupils from grade 12 and credit toward graduation

Management Resources:

WEB SITES

CDE: <http://www.cde.ca.gov>

CSBA: <http://www.csba.org>

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HIGH SCHOOL GRADUATION REQUIREMENTS

Course Requirements

To obtain a diploma of graduation from Pacific Grove high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified: (Education Code 51225.3)

1. Four courses in English – 40 credits
2. Two courses in mathematics - 20 credits ~~(minimum of Algebra I and one additional course)~~
3. Two courses in science, including biological and physical sciences - 20 credits
4. Four courses in social ~~studies~~ science *, including United States history and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics - 40 credits *Transfer students to PGHS are exempt from completing 10 credits in World Geography. Social Science graduation requirements for transfer students to PGHS will be 30 credits.
5. One course in visual or performing arts, ~~foreign language~~ World Language or American Sign Language - 10 credits
6. Two courses in physical education, unless the student has been exempted pursuant to Education Code 51241 - 20 credits
7. ~~Vocational Education – 5 credits~~
8. Driver's Ed/Health/Computers - 10 credits
9. Community Service - 48 hours
10. Electives - ~~65~~ 70 credits

TOTAL CREDITS 230

Requirements for graduation and specified alternative means for completing the prescribed course of study shall be made available to students, parents/guardians and the public. (Education Code 51225.3)

Students shall not be required to have resided within the District for any minimum length of time as a condition of high school graduation. (Education Code 51411)

Foreign exchange students may receive honorary diplomas pursuant to Education Code 51225.5.

Students who complete all requirements for a high school diploma and demonstrate mastery of the curriculum in at least six subject matter areas may qualify for an honors diploma. (Education Code 51450, 51451)

The Golden State Seal Merit Diploma shall be issued to eligible students who demonstrate mastery of mathematics, English language arts, science, United States history and two subject matter areas selected by the student. (Education Code 51450, 51451)

Notifications

At the beginning of each school year or at the time a student transfers into the District, the Board shall provide written notification to all students in grades 9 through 12 and to their parents/guardians that,

HIGH SCHOOL GRADUATION REQUIREMENTS

starting in the 2003-04 school year and each year thereafter, each student completing the 12th grade shall be required to successfully pass the state high school exit examination as a condition of graduation. The notification shall include, at a minimum, the date of the examination, the requirements for passing the examination, and the consequences of not passing the examination. (Education Code 48980, 60850)

If a student successfully completes all courses for graduation, but does not pass the high school exit examination, that student shall be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12 (Education Code § 35186). If successful in completing the high school exit examination within those two years, the student will receive a District diploma.

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HIGH SCHOOL GRADUATION REQUIREMENTS

Course Requirements

To obtain a diploma of graduation from Pacific Grove high school, students shall complete at least the following courses in grades 9 through 12, with each course being one year unless otherwise specified: (Education Code 51225.3)

1. Four courses in English – 40 credits
2. Two courses in mathematics - 20 credits
3. Two courses in science, including biological and physical sciences - 20 credits
4. Four courses in social science *, including United States history and geography; world history, culture and geography; a one-semester course in American government and civics; and a one-semester course in economics - 40 credits *Transfer students to PGHS are exempt from completing 10 credits in World Geography. Social Science graduation requirements for transfer students to PGHS will be 30 credits.
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6. Two courses in physical education, unless the student has been exempted pursuant to Education Code 51241 - 20 credits
7. Driver's Ed/Health/Computers - 10 credits
9. Community Service - 48 hours
10. Electives - 70 credits

TOTAL CREDITS 230

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HIGH SCHOOL GRADUATION REQUIREMENTS

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If a student successfully completes all courses for graduation, but does not pass the high school exit examination, that student shall be provided the opportunity to receive intensive instruction and services for up to two consecutive academic years after the completion of grade 12 (Education Code § 35186). If successful in completing the high school exit examination within those two years, the student will receive a District diploma.

CLASS ASSIGNMENT

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific classrooms, the Superintendent or designee shall strive to provide the best possible learning environment for each student. Insofar as possible, consideration shall be given to:

1. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors
2. Skills and classroom management style of individual teachers
3. Student skill level as indicated by multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses
4. Balance of high, medium, and low academic achievers
5. Student interests, readiness, behavior, and motivation
6. Student/teacher ratios and, if relevant, class size reduction considerations

The Superintendent or designee may accept from parents/guardians any information that would be helpful in making placement decisions. However, parents/guardians who provide such information shall be informed that requests for a specific teacher shall be used as only one of many determining factors which must be taken into account when determining his/her child's placement.

During the school year, the Superintendent or designee may make any adjustments in class placement that he/she considers beneficial to the student or the educational program.

Additional Requirements for Grades 9-12

Except for a student enrolled in an alternative school, community day school, continuation high school, or opportunity school, or as otherwise specified below, no student enrolled in grades 9-12 shall be assigned:

1. To any course without educational content for more than one week in any semester, including any of the following situations: (Education Code 51228.1)
 - a. The student is sent home or released from campus before the conclusion of the designated school day.

Pacific Grove Unified School District

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CLASS ASSIGNMENT

b. The student is assigned to a service, instructional work experience, or other course in which he/she is assigned to assist a certificated employee, but is not expected to complete curricular assignments, in a course the certificated employee is teaching during that period and where the ratio of certificated employees to students assigned to the course for curricular purposes is less than one to one.

~~e. The student is not assigned to any course for the relevant course period.~~

2. To a course that he/she has previously completed and received a grade determined by the district to be sufficient to satisfy minimum high school graduation requirements and the requirements and prerequisites for admission to California public postsecondary institutions, unless the course has been designed to be taken more than once because students are exposed to a new curriculum year to year and are therefore expected to derive educational value from taking the course again (Education Code 51228.2)

An exception to item #1 or #2 above may be made only if all of the following conditions are satisfied: (Education Code 51228.1, 51228.2)

1. The student, or the student's parent/guardian if he/she is younger than age 18 years, has consented in writing to the assignment.
2. A school official has determined that the student will benefit from being assigned to the course period.
3. The principal or assistant principal has stated in a written document maintained at the school that, for the relevant school year, no students are assigned to those classes unless the school has obtained the student's or parent/guardian's consent and determined that the student will benefit from the assignment.

In addition, under no circumstances shall a student be assigned to a course period without educational content or a course he/she has already satisfactorily completed because there are insufficient curricular course offerings for the student to take during the relevant period of the school day. (Education Code 51228.1, 51228.2)

The above limitations on class assignments shall not affect the authority of the Superintendent or designee to permit the enrollment of a student in a dual enrollment, independent study, evening high school program, or other class or course authorized by law. (Education Code 51228.1, 51228.2)

Any complaint that the district has not complied with the requirements in this section regarding assignments in grades 9-12 may be filed in accordance with the district's procedures in AR 1312.3 - Uniform Complaint Procedures. A complainant not satisfied with the district's decision may appeal the decision to the California Department of Education (CDE). If the district or the CDE finds merit

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Policy #6152

CLASS ASSIGNMENT

in an appeal, the district shall provide a remedy to the affected student. (Education Code 51228.3; 5 CCR 4600-4687)

Legal Reference:

EDUCATION CODE

35020 Duties of employees fixed by governing board

35160 Authority of the board

51224.7 California Mathematics Placement Act of 2015

51228.1 Assignment to courses without educational content, grades 9-12

51228.2 Assignment to courses previously completed, grades 9-12

51228.3 Uniform complaint procedures; noncompliance with assignment limitations for grades 9-12

51705-51879.9 Authorized classes and courses of instruction

CODE OF REGULATIONS, TITLE 5

4600-4687 Uniform complaint procedures

Management Resources:

WEB SITES

California Department of Education, Curriculum and Instruction: <http://www.cde.ca.gov/ci>

National Association for the Education of Young Children: <http://www.naeyc.org>

CLASS ASSIGNMENT

The Governing Board believes students should be assigned to classes and/or grouped in a manner that provides the most effective learning environment for all students.

When assigning students to specific classrooms, the Superintendent or designee shall strive to provide the best possible learning environment for each student. Insofar as possible, consideration shall be given to:

1. Staff recommendation, including, but not limited to, the recommendations of teachers and counselors
2. Skills and classroom management style of individual teachers
3. Student skill level as indicated by multiple objective academic measures, such as student assessment results, grade point average, and grades in prerequisite courses
4. Balance of high, medium, and low academic achievers
5. Student interests, readiness, behavior, and motivation
6. Student/teacher ratios and, if relevant, class size reduction considerations

The Superintendent or designee may accept from parents/guardians any information that would be helpful in making placement decisions. However, parents/guardians who provide such information shall be informed that requests for a specific teacher shall be used as only one of many determining factors which must be taken into account when determining his/her child's placement.

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1. To any course without educational content for more than one week in any semester, including any of the following situations: (Education Code 51228.1)
 - a. The student is sent home or released from campus before the conclusion of the designated school day.
 - b. The student is assigned to a service, instructional work experience, or other course in which he/she is assigned to assist a certificated employee, but is not expected to complete curricular assignments, in

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CLASS ASSIGNMENT

a course the certificated employee is teaching during that period and where the ratio of certificated employees to students assigned to the course for curricular purposes is less than one to one.

2. To a course that he/she has previously completed and received a grade determined by the district to be sufficient to satisfy minimum high school graduation requirements and the requirements and prerequisites for admission to California public postsecondary institutions, unless the course has been designed to be taken more than once because students are exposed to a new curriculum year to year and are therefore expected to derive educational value from taking the course again (Education Code 51228.2)

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3. The principal or assistant principal has stated in a written document maintained at the school that, for the relevant school year, no students are assigned to those classes unless the school has obtained the student's or parent/guardian's consent and determined that the student will benefit from the assignment.

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Legal Reference:

EDUCATION CODE

Instruction

Policy #6152

CLASS ASSIGNMENT

35020 Duties of employees fixed by governing board

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Pacific Grove Unified School District

Instruction

Regulation #6152.1

PLACEMENT IN MATHEMATICS COURSES

Student achievement in mathematics is important to prepare students for college and career, especially careers in the fields of science, technology, engineering, and mathematics. Appropriate placement in mathematics courses is important for a student during his or her middle and high school years. In order to ensure that teachers and guidance personnel advise students and parents on the importance of accurate mathematics course placement, the following protocols will be used to determine placement of incoming ninth grade students in mathematics courses.

Assessment

In the spring, all middle school students in the eighth grade will take two placement assessments. One assessment is the Key Data Systems Grade 8 Spring Math Interim Assessment (KDS Assessment). The second assessment varies depending on the class in which the student is enrolled. Students enrolled in Math 8 will take the CSU/UC Mathematics Diagnostic Testing Project High School Math Readiness Assessment (MDTP Assessment). The eighth grade students enrolled in Integrated I will take the CSU/UC Mathematics Diagnostic Testing Project Integrated Math II Readiness Assessment (MDTP Assessment).

The results of the KDS Assessment, the MDTP Assessment, and transcript grade for the student's first semester of his or her eighth grade mathematics course will be used to determine ninth grade placement. Students entering ninth grade are placed into ~~Fundamentals of Math~~, Integrated Math I or Integrated Math II. The scales listed below will create the composite score to determine student placement:

MDTP Assessment	
8	90-99.9
7	80-89.9
6	70-79.9
5	60-69.9
4	50-59.9
3	40-49.9
2	30-39.9
1	20-29.9
0	0-19.9

KDS Assessment	
8	90-99.9
7	80-89.9
6	70-79.9
5	60-69.9
4	50-59.9
3	40-49.9
2	30-39.9

Pacific Grove Unified School District

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Regulation #6152.1

PLACEMENT IN MATHEMATICS COURSES

1	20-29.9
0	0-19.9

Semester Grade	
4	A
3	B
2	C
1	D
0	F

The MDTP Assessment and KDS Assessment Scores are based on an 8 point scale, and Semester 1 Grades are based on a 4 point scale. The total point scale is 20. Every student will receive a combined score that will be used to place the student into the appropriate mathematics course.

Pacific Grove Unified School District

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PLACEMENT IN MATHEMATICS COURSES**Placement**

Based upon the student's combined score, a student will be placed in ~~Fundamentals of Mathematics~~, Integrated Math I, or Integrated Math II as follows:

Mathematics Course Placement for student enrolled in Math 8	Combined Score
Fundamentals of Mathematics	0 – 7
Integrated Math I	8 – 20

Mathematics Course Placement for student enrolled in Integrated I	Combined Score
Integrated Math I	0 – 12
Integrated Math II	13 – 20

If a student does not qualify to be enrolled in a higher level mathematics course based on his or her combined score, or if a student does not receive a KDS or MDTP Assessment score and as a result does not qualify to be enrolled in a higher level mathematics course based on his or her overall combined score, the student may nevertheless be admitted to a higher level mathematics course based on reassessment.

Reassessment

Within the first month of school of a student's ninth grade year, each mathematics course will administer a placement assessment to ensure accurate placement of each individual student and/or permit reevaluation of a student. In the event a student is determined to have been misplaced, the student shall be promptly placed in the appropriate mathematics course. If a student arrives after the placement assessment is administered, they will promptly be given the placement assessment to determine proper placement.

Appeal

Within ten (10) school days of an initial placement decision or a placement decision upon reassessment and reevaluation of a student, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within ten (10) school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

PLACEMENT IN MATHEMATICS COURSES

Student achievement in mathematics is important to prepare students for college and career, especially careers in the fields of science, technology, engineering, and mathematics. Appropriate placement in mathematics courses is important for a student during his or her middle and high school years. In order to ensure that teachers and guidance personnel advise students and parents on the importance of accurate mathematics course placement, the following protocols will be used to determine placement of incoming ninth grade students in mathematics courses.

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The results of the KDS Assessment, the MDTP Assessment, and transcript grade for the student's first semester of his or her eighth grade mathematics course will be used to determine ninth grade placement. Students entering ninth grade are placed into Integrated Math I or Integrated Math II. The scales listed below will create the composite score to determine student placement:

MDTP Assessment	
8	90-99.9
7	80-89.9
6	70-79.9
5	60-69.9
4	50-59.9
3	40-49.9
2	30-39.9
1	20-29.9
0	0-19.9

KDS Assessment	
8	90-99.9
7	80-89.9
6	70-79.9
5	60-69.9
4	50-59.9
3	40-49.9
2	30-39.9

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Regulation #6152.1

PLACEMENT IN MATHEMATICS COURSES

1	20-29.9
0	0-19.9

Semester Grade	
4	A
3	B
2	C
1	D
0	F

The MDTP Assessment and KDS Assessment Scores are based on an 8 point scale, and Semester 1 Grades are based on a 4 point scale. The total point scale is 20. Every student will receive a combined score that will be used to place the student into the appropriate mathematics course.

Placement

Based upon the student's combined score, a student will be placed in Integrated Math I, or Integrated Math II as follows:

Mathematics Course Placement for student enrolled in Math 8	Combined Score
Integrated Math I	8 – 20

Mathematics Course Placement for student enrolled in Integrated I	Combined Score
Integrated Math I	0 – 12
Integrated Math II	13 – 20

If a student does not qualify to be enrolled in a higher level mathematics course based on his or her combined score, or if a student does not receive a KDS or MDTP Assessment score and as a result does not qualify to be enrolled in a higher level mathematics course based on his or her overall combined score, the student may nevertheless be admitted to a higher level mathematics course based on reassessment.

Reassessment

Within the first month of school of a student's ninth grade year, each mathematics course will administer a placement assessment to ensure accurate placement of each individual student and/or permit revaluation of a student. In the event a student is determined to have been misplaced, the student shall be promptly placed in the appropriate mathematics course. If a student arrives after the

PLACEMENT IN MATHEMATICS COURSES

placement assessment is administered, they will promptly be given the placement assessment to determine proper placement.

Appeal

Within ten (10) school days of an initial placement decision or a placement decision upon reassessment and reevaluation of a student, a student and his/her parent/guardian who disagree with the placement of the student may appeal the decision to the Superintendent or designee. The Superintendent or designee shall decide whether or not to overrule the placement determination within ten (10) school days of receiving the appeal. The decision of the Superintendent or designee shall be final.

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

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

SUBJECT: Updates to Board Policy and Regulations Regarding Summer School

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Lito M. García, Pacific Grove High School and Community High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the updates to Regulation 6145 Extracurricular and Co-Curricular Activities, and Policy and Regulation 6177 Summer School.

INFORMATION:

Regulation 6145 Extracurricular and Co-Curricular Activities, and Policy and Regulation 6177 Summer School pertain to summer school, are out of date and require revisions. Updates align to current practices. Regulation 6145, Policy and Regulation 6177 were updated to remove incorrect information regarding summer school.

FISCAL IMPACT:

No fiscal impact.

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES

All students in grades 6 through 12 must meet the following standards for extra curricular and co-curricular eligibility.

DEFINITIONS

Extra-curricular: Activities not associated with the classroom and that they are offered beyond the regular school day, (e.g., team and individual sports, spirit squad, clubs, and the like).

Co-curricular: Activities that are an extension of the classroom and for which the student does not receive a grade, (e.g., Close Up, History Day).

SCHOLASTIC ELIGIBILITY FOR STUDENTS IN GRADES 6,7, 8

Following are the scholastic eligibility standards of the District for grades six, seven and eight. These standards are part of the middle school's continuing high expectations for its students.

	Activities	Requirements
Level I	Student Council Overnight Field Trips	A grade of C or better in every class; No N or U in conduct in any class
Level II	Interscholastic Sports	2.0 GPA; No F or U in any class; present in school on day of event for at least half of the student's instructional minutes.
Level III	School Dances and Other Extracurricular Activities	No N or U for conduct grade; present in school on day of event for at least half of the student's instructional minutes.

Students declared ineligible in Levels I, II, or III may correct the situation by acquiring the signature of each scheduled teacher on a Notice of Improvement Form. The teacher's signature would indicate a current conduct grade of S or better. This procedure allows the student to be eligible for only a single event and must be repeated for each event. Eligibility is determined after each quarter's grades are posted.

MINIMUM BEHAVIORAL ELIGIBILITY REQUIREMENTS FOR STUDENTS IN GRADES 6, 7, 8

Students who are suspended from, expelled from, or on suspended expulsion status (probation) at a District school are ineligible to attend or participate in any extracurricular or co-curricular activities of the type identified above at Level I, II, or III, regardless of their academic standing with the District, during the entire period of the student's suspension, expulsion, or suspended expulsion. In addition, a student eligibility may be removed by the site administrator as part of a disciplinary action.

Pacific Grove Unified School District

Instruction

Regulation #6145

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES**SCHOLASTIC ELIGIBILITY REQUIREMENTS FOR STUDENTS IN GRADES 9, 10, 11, 12**

A student must be currently enrolled in at least 25 semester credits of classwork. This may be reduced to 20 semester credits (CIF rule) under special situations such as enrollment in a local college if approved by site administrator for students who have accrued excess credits and are on course for graduation.

A student (including incoming freshmen) must:

1. Compile an unweighted GPA of 2.0 or above (on a scale of 4.0) for all courses attempted at the conclusion of the previous grading period (quarter or semester).
2. The student was passing in the equivalent of at least 20 semester credits of work at the completion of the most recent grading period.
3. Make satisfactory progress towards graduation in accordance with the standards indicated below. Progress and GPA's will be determined by the grades earned at the end of each grading period (quarter or semester). Students not at an appropriate credit level (freshmen 50, sophomores 110, and juniors 170 at the end of the year or appropriate prorated credit level at the semester break) may gain eligibility through a written plan developed with a counselor and approved by the principal.
4. A student who fails to meet these requirements each grading period is scholastically ineligible to participate in extra-curricular or co-curricular activities. This ineligibility lasts until the completion of the following grading period (quarter or semester). There are no appeals to this policy.
5. All students shall become eligible or ineligible five school days following the end of each grading period (quarter or semester).
6. In order to practice or participate in a contest on any given day, a student must be present in classes for at least half of the student's instructional minutes of the day.

BEHAVIORAL ELIGIBILITY REQUIREMENTS FOR STUDENTS IN GRADES 9, 10, 11, 12

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Transfer students who are suspended or expelled from another school, or are on suspended expulsion status (probation) at another school at the time of their transfer to a District school, are ineligible to participate in any extra-curricular or co-curricular activities regardless of their academic standing during the entire period the Transfer Student's suspension, expulsion, or suspended expulsion status.

TRANSFER STUDENTS

A transfer student who was scholastically eligible at the school of previous enrollment, but fails to meet PGHS eligibility requirements, shall be placed on probationary status until completion of one complete (quarter or

Instruction

Regulation #6145

EXTRACURRICULAR AND CO-CURRICULAR ACTIVITIES

semester) grading period and remain eligible to participate in interscholastic athletics during the probationary period. A transfer student who does not achieve said educational progress as defined in 1, 2, 3, and 4 above during the probationary period shall not be allowed to participate in interscholastic athletics the subsequent grading period.

SUMMER SCHOOL CREDITS

Credits earned in summer school may be counted in making up scholastic deficiencies incurred in the grading period (quarter or semester) immediately preceding.

A student who compiles a GPA below 2.0 may, if available, take approved courses in summer school and use the grades earned in computing the GPA for the grading period immediately preceding.

A student receiving a low or failing grade in a course may, if available, repeat that course in summer school and earn a higher grade.

NOTIFICATION

In Middle School and High School, students must be informed of the District's eligibility requirements. Notification shall, at a minimum, include:

1. annual publication of eligibility criteria in the Student Parent Handbook
2. printed notice on student report card informing them of eligibility and steps that can be taken
3. progress report notices which include the following “**bolded**” statement:

Students in all grades 6 – 8 must have a 2.0 GPA with no “F” grades to participate in extracurricular and cocurricular activities (sports, clubs, etc.). ~~Make up work may be completed in summer school or through other means. This must occur prior to the beginning of the new school year for the student athlete to be eligible. Please check with your school counselor for enrollment information.~~

Students in all grades 9 – 12 must have a 2.0 unweighted GPA in order to participate in extracurricular and cocurricular activities (sports, clubs, etc.). Students transitioning between grades 8 and 9 must meet this standard. Make up work may be completed in summer school or through other means. This must occur prior to the beginning of the new school year for the student athlete to be eligible. Please check with your school counselor for enrollment information.

CLASS STANDING REQUIREMENTS:

9 th grade	0 — 50 units
10 th grade	51 — 110 units
11 th grade	111 — 170 units
12 th grade	171 — 230 units

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Pacific Grove Unified School District

Instruction

Policy #6177

SUMMER SCHOOL

The Governing Board recognizes that summer school provides valuable opportunities for students to improve their skills and make academic progress. When the need is demonstrated and funds are available, the Superintendent or designee, with Board approval, shall establish summer school day and/or evening classes for purposes of remediation, enrichment or acceleration.

Elementary ~~and Middle School Program~~, Middle School and High School Program

To the extent that space is available after District students have enrolled, remaining openings in summer high school classes for core academic subjects shall be open to private school students.

The remaining openings shall be offered to District students on a first-come first-serve basis.

Because summer courses cover extensive instructional content in a relatively short time period, consistent class attendance is crucial.

Students who have more than three excused absences shall not receive credit for their summer session class(es).

Students who have more than one unexcused absence shall not receive credit for their summer session class(es).

Secondary School Program

~~Summer school at the high school level is available to students through arrangements with the Monterey Peninsula Unified School District.~~

Legal Reference:

EDUCATION CODE

420-428 Intensive English language and literacy instruction, summer school
 37252-37253.5 Supplemental instructional programs
 41976.5 Summer school programs, substantially disabled persons or graduating high school seniors
 42239-42239.2 Summer school apportionments
 46010 Total days of attendance; absences excluded in computing attendance
 48070-48070.5 Promotion and retention
 51210 Areas of study for elementary schools
 51220 Areas of study for grades 7-12
 51730-51732 Powers of governing boards (authorization for elementary summer school classes)
 53025-53031 Intensive reading instruction, summer school
 53081-53084 Intensive algebra instruction, summer school
 54000-54033 Economic impact aid
 54035-54036 Back to basics summer school reading program
 58700-58702 Credit towards summer school apportionments for tutoring and homework assistance program
 58806 Summer school apportionments
 60851 Supplemental instruction toward exit examination
CODE OF REGULATIONS, TITLE 5
 3043 Extended school year
 11470-11472 Summer schools

Pacific Grove Unified School District

Instruction

Policy #6177

SUMMER SCHOOLATTORNEY GENERAL OPINIONS70 Ops.Cal.Atty.Gen. 282 (1987)

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ATTORNEY GENERAL OPINIONS

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Pacific Grove Unified School District

Instruction

Regulation #6177

SUMMER SCHOOL**Elementary and Middle School Program**

At the elementary and middle school levels, the district may offer instruction in any branches of study authorized and prescribed for elementary schools. (EC 51210, 51730; 5 CCR 11472)

When more than 10 percent of district students in grades 1 through 3 are reading below grade level, the district may offer a special back-to-basics summer school program designed to increase students' ability to read English. This program shall offer direct reading instruction based on phonics and phonemic awareness and/or other state-approved instructional methodologies. To be eligible to participate, a student must have a test score that places him/her at one or more grade levels below the grade level he/she will be leaving at the end of the school year. (Education Code 54036)

Secondary Program

~~At the secondary level, the district has made arrangements with the Monterey Peninsula Unified School District to offer summer school to District's high school students in grades 9 through 12.~~

Counseling staff shall notify parents/guardians of the summer school arrangement with the highest priority given to the following:

1. High school seniors who need courses for graduation prior to September (Education Code 41976.5)
2. Students enrolled in grades 9 through 12 who were assessed as not meeting the district's adopted standards of proficiency in basic skills, including students who were seniors during the prior school year (Education Code 37252)

For the purposes of these programs, a student shall be considered to be enrolled in a grade immediately upon completion of the preceding grade. (EC 37252)

Upon completing the summer program, students who were seniors during the prior school year may be reassessed for their ability to meet the district's standards of proficiency. (Education Code 37252)

SUMMER SCHOOL**Special Education**

Extended-year special education and related services shall be provided for substantially disabled students between the close of one academic year and the beginning of the succeeding academic year when so specified in the student's individualized education program (IEP). Eligible students shall be those for whom the IEP team determines that interruption of the student's educational program may cause regression, making it impossible or unlikely that the student will attain the level of self-sufficiency and independence otherwise expected. (Education Code 41976.5; Code of Regulations, Title 5, Section 3043)

Pacific Grove Unified School District

Instruction

Regulation #6177

The services provided during the extended-year program shall be comparable in standards, scope and quality to the special education program offered during the regular school year. (Code of Regulations, Title 5, Section 3043)

Rotation of School Sites

Sites for summer school programs shall be rotated in an effort to make summer school programs more accessible to all students, regardless of residence or regular attendance area and to equalize long-term facility and maintenance needs.

Instruction

Regulation #6177

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

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

SUBJECT: Contract for Services with MJ Communications Inc. for District Re-cabling

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Jonathan Mejia, Technology Systems Coordinator

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with MJ Communications Inc. to re-cable specific locations in the District.

BACKGROUND:

The IT Technology Team has identified specific places in the District where current cabling is no longer functioning due to regular wear and tear. Previous cabling practices have left certain locations without suitable access for teachers and students. Network cabling affects everything from wired and wireless access points to security cameras.

INFORMATION:

This is a new service.

The locations are:

- Pacific Grove Middle School Rooms 3,4, 10,11,12, 13,21, 22, 25, 26, Theatre Sound Booth
- Forest Grove Elementary C Building, K4, Before and After School Program (BASRP) Room, Library Run

Current cabling is in disrepair and well beyond the recommended 328ft for traffic transmission. The result is unstable connections to the network, which has a significant impact in the teaching. Re-routing some runs to closer Independent Distribution Frames (IDF) will result in better connectivity and identifying network cables to expedite troubleshooting in the future.

FISCAL IMPACT:

The total cost of this project is broken up over three quotes.

Quote 1 is for Forest Grove Classrooms - \$14,663.41

Quote 2 is for Forest Grove Library - \$8,983.82

Quote 3 is for PG Middle School - \$11,350.01

A total of \$34,997.24 to be paid out of Measure D Maintenance Bond as this is renovations to existing systems that are part of the facilities themselves.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

MJ Communications Inc	CA License # 1063397		
CONTRACTOR	SOCIAL SECURITY NUMBER BUSINESS ID # LICENSE #		
P. O. Box 10023	Salinas	CA	93912
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

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

Pacific Grove Unified School District Re-cabling @ Forest Grove & Middle School
435 Hillcrest Ave.
Pacific Grove, CA 93950

Article II. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents provided by Owner form the Contract Documents which form the Contract.

Article III. **TIME TO COMPLETE.** Services shall begin on or about June 17, 2021 and shall be completed on or before Aug 30, 2021.

Article IV. **PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds thirty-four thousand, nine hundred and ninety-eight 0/100 dollars (\$34,998.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof.

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed

shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

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

Source of Funds: Measure D

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

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

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

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

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

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

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

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

Article VII. **WORKING HOURS.** In accordance with the provisions of Sections 1810 to 1815, inclusive, of the Labor Code of the State of California, which are hereby incorporated and made a part hereof, the time of service of any worker employed by the Contractor or a Subcontractor doing or contracting to do any part of the Work contemplated by this Agreement is limited and restricted to eight hours during any one calendar day and forty hours during any one calendar week, provided, that work may be performed by such employee in excess of said eight hours per day or forty hours per week provided that compensation for all hours worked in excess of eight hours per day, and forty hours per week, is paid at a rate not less than one and one-half (1½) times the basic rate of pay. The Contractor and every Subcontractor shall keep an accurate record showing the name of and the actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the Work. The records shall be kept open at all reasonable hours to inspection by representatives of the Owner and the Division of Labor Law Enforcement. The Contractor shall as a penalty to the Owner forfeit Twenty-five Dollars (\$25.00) for each worker employed in the execution of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight hours in any one calendar day, and forty hours in any one calendar week, except as herein provided.

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

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

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

Article IX. **ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract

is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

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

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

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

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

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

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

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

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

(CONTRACTOR)**(OWNER)**

Board Approved June 17, 2021

SIGNED BY (Contractor) Date

Assistant Superintendent Date

CALIFORNIA CONTRACTOR'S
LICENSE NO.

Director of Human Resources Date

LICENSE EXPIRATION DATE

Site/Program Administrator Date

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

Quote

DATE

May 23, 2021

MJ Communications, Inc.

P. O. Box 10023

Salinas, CA 93912

License; 1063397

(831) 214-6960

jorgegarciamjc@gmail.com

Att: Johnathan Mejia

Project: Forest Grove Elementary School

1065 Congress Ave, Pacific Grove CA 93950

Scope of work: (Data Cabling)

Wing C

Intercept existing 2 inch EMT Conduit re-routing conduits into a data pull box located at Wing C. Pull out all of the OSP data cable from IDF #1 going to Wing C and re-route them through the new intercepted conduit back to same IDF #1 shorting the cable distance and avoiding to create a new IDF. Re-terminate all data cables into a new 48 port Cat6 Leviton patch panel and test cables.

K4 Classroom

Pull out all 7 data cables from Classroom K4 and re-route them through a new cable pathway through Classroom K3 using and installing the needed EMT conduit and weatherproof flex as per walkthrough. Re-terminate all 7 data cables and test. Test K4-5 and K4-6

K4 K4-2 345 ft

K4 K4-3 346 ft.

K4 K4-4 358 ft

K4 K4-5 ?

K4 K4-6 ?

Admin Building (A)

Remove all data cables from MDF coming from the below mentioned Classrooms re-routing cables to the closest IDF 5 Wing G shorting the cable distance. All cables will get terminated into a new 24 port unloaded patch panel with Cat6 blue jacks matching existing cable terminations at IDF #5. Test and label cables.

A-wing - Cafeteria CAFE.1 Ethernet cable stuck in jack - not functional? A-wing - 2 - BASRP A19.1 464 ft

A-wing - 2 - BASRP A19.2 Ethernet jack sunk in conduit - cable stuck - works A-wing - 2 - BASRP A19.3 472 ft

A-wing - 2 - BASRP A19.4 476 ft

A-wing - 2 - BASRP A19. 5 no jack

A-wing - 2 - BASRP A19.6 514 ft, breaks on 4, 6

A-wing - 2 - BASRP A19.7 513 ft, break on 8

A-wing - 2 - BASRP A19.8 515 ft

Troubleshoot and repair jacks if need it at the following locations provided by customer (Except the Library):

A-wing Two ports by main door Do not work?

A-wing - Copy Room A02.2 break on 5

A-wing - Psychologist A/Br.1 1, 2 swapped

A-wing - PE Office A/BR.4 1, 2 swapped

A-wing - Lounge A/BR.7 No jack

A-wing - Lounge A/BR.9 3, 6 swapped

A-wing - Principal A06.1 break on 5

A-wing - Conference A08.1 broken?

A-wing - ELD A12.1 4, 5 crossed

A-wing - 3 - OT A20.1 497 ft

A-wing - 3 - OT A20.2 491 ft, break on 8

A-wing - 3 - OT A20.3 485 ft, no jackT

D1 D1-2 break on 8

E2 B breaks on 7, 8 E2 C break on 8

E2 D break on 8 (works)

E3 A 7, 8 switched on one end (works) E3 D break on 8 (works) E3 G break on 8

G4 2-5 breaks on 1, 2, 3, 4, 5 G8 (Speech) 2.22 not working

Note:

This is a very time consuming project due to the multiple tasks that this project requires. This quote is based in having enough room on the underground conduits. Patch cords, replacing data cables with new cables or any other item not mentioned above is not included on this quote. This quote is based in working regular business hours and having full access to the School. Parts take from 5-7 business days. MJ Communications will notify the customer if data cables need to be replaced or if any other unforeseen items were to occur during this project to get the proper approval for any additional work (if any).

Cost:

Material, tax and labor for the sum of **\$14,663.41**

Approval by: _____

Name

Date

Quote

DATE

May 23, 2021

MJ Communications, Inc.

P. O. Box 10023
Salinas, CA 93912

License; 1063397
(831) 214-6960

jorgegarciamjc@gmail.com

Att: Johnathan Mejia

Project: Forest Grove Elementary School

1065 Congress Ave, Pacific Grove CA 93950

Scope of work: (Library)

Install 1) 6 strand SM fiber from Library to MDF located at Main Office using existing conduits. Terminate both ends using LC Single Mode Fiber Connectors.

Fiber cable will get placed into a new Leviton Rack Mount Fiber Panel inside a new 24inch H X 24 Inch W X 30 Inch Deep Chatsworth Wall Mount Cabinet inside the Library. This Chatsworth cabinet includes 1) four plex shared electrical outlet inside the cabinet.

Run 4 data cables from new cabinet to Teacher's work station and one additional Cat6 cable to the existing WAP. Cables will get terminated into a new 12 port Cat6 Leviton rack mount patch panel.

Note:

This quote is based in having enough room on the underground conduits. Data switches, new conduit or any other item not mentioned above is not included on this quote. This quote is based in working regular business hours and having full access to the School. Parts take from 7-9 business days. MJ Communications will notify the customer if data cables need to be replaced or if any other unforeseen items were to occur during this project to get the proper approval for any additional work (if any).

Cost:

Material, tax and labor for the sum of **\$8,983.82**

Approval by: _____

Name

_____ Date

Quote

DATE

May 18, 2021

MJ Communications, Inc.

P. O. Box 10023

Salinas, CA 93912

License; 1063397

(831) 214-6960

jorgegarciamjc@gmail.com

Att: Johnathan Mejia

Project: Pacific Grove Middle School

835 Forest Ave, Pacific Grove, CA 93950

Scope of work: (Data Cabling)

-Install a new Cat6 data cable from the center of the **Library** to IDF in Room 21 into an existing patch panel. This will require LD3 plastic raceway. Relocate WAP to Center of Classroom

-Install a new Cat6 cable for a new WAP at **Room 22** and terminate cable at IDF inside Room 21 into an existing patch panel. Cable will be run up in the attic.

-Install a new Cat6 cable relocating WAP to center of the **Room 25** using LD3 plastic raceway. Cable will be homerun back to MDF and terminated into an existing patch panel.

- Install a new Cat6 cable relocating WAP to center of the **Room 26** using LD3 plastic raceway. Cable will be homerun back to MDF and terminated into an existing patch panel.

-Trace down and test 2 data cables at **Theater Sound Booth Area (IDF location unknown)**

-Install a new Cat6 cable in **Room 12** for a new WAP. LD3 wire mold will be use. **(IDF location unknown, cable will be run to the closest IDF cabinet)**

- Install a new Cat6 cable in **Room 10** for a new WAP. LD3 wire mold will be use. **(IDF location unknown, cable will be run to the closest IDF cabinet)**

-Install a new Cat6 cable in **Room 13** relocate WAP to center of the room using LD3 plastic raceway and getting rid of the POE injector inside the classroom. **(IDF location unknown, cable will be run to the closest IDF cabinet)**

-Install a new Cat6 cable in **Room 11** for a new WAP. LD3 plastic raceway will be use. **(IDF location unknown, cable will be run to the closest IDF cabinet)**

-Install a new Cat6 cable in Room 3 for a new WAP. LD plastic raceway will be use. **(IDF location unknown, cable will be run to the closest IDF cabinet)**

-Install a new Cat6 cable in Room 4 and relocate existing WAP. LD plastic raceway will be use. **(IDF location unknown, cable will be run to the closest IDF cabinet)**

-Install a new Cat6 cable in center of the wall in **Room 33** and relocate existing WAP. LD plastic raceway will be use. Cable will be homerun back to IDF located in the same Room 33

-Install a new Cat6 cable in center of the wall in **Room 32** and relocate existing WAP. Use the same LD plastic raceway from the other side of the wall located in Room 33. Cable will be homerun back to IDF located in Room #33

Note:

Patch panels, IDF cabinets, or any other items not mentioned above are not included on this quote. This is a time consuming project due to the amount of wire-mold that needs to be install and the difficulty to run cable through the existing wire-mold. This quote is based in working regular business hours and having full access to the School. Parts take from 5-7 business days.

Cost:

Material, tax and labor for the sum of **\$11,350.01**

Approval by: _____

Name

Date

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

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

SUBJECT: Contract for Services with MJ Communications for Jesse Bray Board Room Broadcast Setup

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Jonathan Mejia, Technology Systems Coordinator

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with MJ Communications Inc. for Jesse Bray Board Room broadcast setup.

BACKGROUND:

On March 18th, 2021 Pacific Grove Unified School District Board of Education approved the continued live streaming of Board meetings out of the Jesse Bray Board Room. The Board approved up to \$25,000 to be used for this project. All necessary equipment has been ordered and is expected to be delivered mid-June, 2021. All equipment was purchased from SHI Technologies. Total cost for hardware was \$18,386.

INFORMATION:

The contract with MJ Communications is specifically for the installation of all necessary equipment in Jesse Bray Conference Room. MJ Communications has done a walkthrough and has looked at the equipment list and provided a quote. MJ Communications Inc. is a local company based out of Salinas with expertise in the audio communications. Upon completion, Pacific Grove Unified School District Board of Education meetings will be streamed out of Jesse Bray Board room. Trustees and any present members of the public will be able to be seen and heard over the internet as well interact with members of the community who are connecting remotely.

FISCAL IMPACT:

The total amount for installation is \$7985 to be paid out of Elementary and Secondary School Emergency Relief (ESSER) funds. Originally the Board had approved up to \$25,000 to be used for this project. Hardware costs are \$18,386 and installation costs are \$7985 which puts the project slightly over the initial estimate. Total cost will be \$26,371.

AGREEMENT BETWEEN OWNER AND CONTRACTOR

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

MJ Communications Inc	CA License # 1063397		
CONTRACTOR	SOCIAL SECURITY NUMBER BUSINESS ID # LICENSE #		
P. O. Box 10023	Salinas	CA	93912
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

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

Pacific Grove Unified School District Jesse Bray Conference Room
435 Hillcrest Ave.
Pacific Grove, CA 93950

Article II. **CONTRACT DOCUMENTS.** The Contractor and the Owner agree that all of the documents provided by Owner form the Contract Documents which form the Contract.

Article III. **TIME TO COMPLETE.** Services shall begin on or about June 17, 2021 and shall be completed on or before July 30, 2021.

Article IV. **PAYMENT AND RETENTION.** The Owner agrees to pay the Contractor in current funds twenty six thousand, three hundred and seventy two 0/100 dollars (\$26,372.00) for work satisfactorily performed after receipt of properly documented and submitted Applications for Payment and to make payments on account thereof.

Unless otherwise stated in the Contract Documents, within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment, Contractor shall be paid a sum equal to ninety-five percent (95%) of the undisputed value of the Work performed up to the last day of the previous month, less the aggregate of previous payments; and Owner shall retain the other five percent (5%) of the undisputed value of the Work. The value of the Work completed

shall be an estimate only, no inaccuracy or error in said estimate shall operate to release the Contractor, or any bondsman, from damages arising from such Work or from enforcing each and every provision of this Contract, and the Owner shall have the right subsequently to correct any error made in any estimate for payment. Contractor shall base an Application for Payment only on the original Contract Sum plus any fully executed and Board-approved Change Orders. Contractor shall not include Notices of Potential Claims, CORs, Claims or disputed amounts.

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

Source of Funds: Measure D

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

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

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

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

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

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

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

The Owner may terminate the Contract if the Contractor:

- A. Refuses or fails to supply enough properly skilled workers or proper materials, or refuses or fails to take steps to adequately prosecute the Work toward Completion within the Contract Time;
- B. Fails to make payment to Subcontractors for materials or labor in accordance with Public Contract Code section 10262 or Business and Professions Code section 7108.5, as applicable;

- C. Violates Labor Code section 1771.1(a), subject to the provisions of Labor Code section 1771.1(f);
- D. Disregards laws, ordinances, rules, regulations, or orders of a public authority having jurisdiction; or
- E. Otherwise is in breach of the Contract Documents.

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

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

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

Article IX. **ENTIRE AGREEMENT.** The Contract constitutes the entire agreement between the parties relating to the Work, and supersedes any prior or contemporaneous agreement between the parties, oral or written, including the Owner's award of the Contract to Contractor, unless such agreement is expressly incorporated herein. The Owner makes no representations or warranties, express or implied, not specified in the Contract. The Contract

is intended as the complete and exclusive statement of the parties' agreement pursuant to Code of Civil Procedure section 1856.

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

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

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

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

(CONTRACTOR)**(OWNER)****Board Approved June 17, 2021**

SIGNED BY (Contractor) Date

Assistant Superintendent Date

CALIFORNIA CONTRACTOR'S
LICENSE NO.

Director of Human Resources Date

LICENSE EXPIRATION DATE

Site/Program Administrator Date

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

Quote

DATE

May 20, 2021

MJ Communications, Inc.

P. O. Box 10023
Salinas, CA 93912

License: 1063397
(831) 214-6960

jorgegarciamjc@gmail.com

Att: Johnathan Mejia

Project: Pacific Grove Unified School District

435 Hillcrest Ave. Pacific Grove, CA 93950

Scope of work; (Conference Room Audio/Video)

Install the following devices all supplied by the customer.

- 1) 86in diagonal; UHD; D-LED backlight; 500 nit VSGI - Part#: QE8650T
- 1) 55in diagonal; UHD; ultra slim; LED backlight Planar Systems - Part#: SL5564K
- 1) 3G-SDI; HDMI; CVBS; IP Streaming 1920 x Planar Systems - Part#: PT12X-SDI-WH-G2
- 1) 1080p 72.5 dIP and Serial PTZ Camera Joystick Controller PTZ Optics - Part#: PT-SUPERJOY-G1
- 1) Universal Ceiling Mount for all HuddleCams- Planar Systems - Part#: PT-CM-1-WH
- 1) White Mustang Pro Universal tilting mount for 32-90"+ Mustang - Part#: MPT-L65U
- 1) Bose 80plus flat panel Videobar VB1 Stem Audio - Part#: 842415-1110 **(This part will not be mounted)**
- 1) Tabletop Mic Array Phoenix VC - Part#: TABLE1
- 1) Latitude 7420 i7 11-1185 G7 16Gb 256Gb Ssd 14in W10 Wls Nt A Dell - Part#: 77TH8
- 1) Dell P2419HC - LED monitor - 24" (23.8" viewable) - 1920 x 1080 Full HD (1080p) @
60 Hz - IPS - 250 cd/m - 1000:1 - 5 ms - HDMI, DisplayPort, USB-C - with 3 years Dell - Part#: DELL-P2419HCE

Equipment included and install by MJ Communications:

- 1) KD-DA2x4G 2 input to 4 output HDMI Keydigital distribution (splitter) with 4) HDMI over Cat6 receivers.
- 1) HDMI over Cat6 Transmitter
- 1) HDMI over Cat6 Receiver
- 1) 3.5mm Stereo cable from existing audio mixer to new desk laptop with a 1/4" 3.5mm to 1/4" adapter.
- All of the necessary low voltage Cat6 and HDMI cables to connect the customer supplied equipment
- Electrical shared 110v electrical outlets for both TV's

-PTZ camera will be sharing the same image to the desk laptop, 86 inch TV and 55 inch TV without audio.

Audio coming from the desk laptop will be connected into the existing 8 input microphone mixer into the available Aux port broadcasting the audio through the overhead speakers.

-Remove ceiling mounted projector, projector bracket, portable speakers on top of projector, remove pull down screen and AV control face plate.

Note:

It is assumed that all ports of the Microphone Shure mixer are working and it will support the audio input coming from the Desk Laptop. Ceiling tiles will be needed on this project due to the removal of the existing projector and they are not included on this quote. This quote is based in working regular business hours and having full access to the Conference Room. Parts take from 5-7 business days.

Cost:

Material, tax and labor for the sum of **\$7,985.87**

Approval by:

Name

Date

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Contract for Services AMS.net Veeam for Backup and Storage

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Jonathan Mejia, District Technology Systems Coordinator

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract services with AMS.net for licensing and configuration of Veeam and Virtual Machine (VMWare) for back and storage of critical and sensitive District data.

BACKGROUND:

This a new service, and will have an ongoing annual subscription cost of \$1215 for the Veeam software license. Veeam Software is a privately held US-based information technology company owned by Insight Partners that develops backup, disaster recovery and intelligent data management software for virtual, physical and multi-cloud infrastructures. Pacific Grove Unified School District is currently backing up sensitive data to encrypted external hard drives as well as local drives. It would be best practice to have an isolated storage server for sensitive data that lives and is managed on premise.

INFORMATION:

On October 22 Pacific Grove Unified School District Board of Education voted to purchase a new server that could be used for Dynamic Host Configuration Protocol (DHCP) as well as for storage of sensitive data. At the time of purchase, The Administration team thought it better to use this server in a two in one fashion. The Administration would now like to split the server resources in two by means of virtual machines. This will allow for a more isolated section of the server to be used for backup. This will provide an extra layer of protection in an event of an attack. AMS.net has a comprehensive understanding of our network environment and will configure the Virtual Machine and configure Veeam to be ready to use. AMS.net will not see any of our data as the District Technology and Systems Coordinator will be the Admin uploading the sensitive data.

FISCAL IMPACT:

Total cost is \$5,815 to be paid out of Measure A Technology Bond. Ongoing yearly costs associated with Veeam subscription will be \$1,215 to be added annually to the Measure A Technology Bond.



Customer Price Quote

Customer

Pacific Grove Unified School District
 435 Hillcrest Ave
 Pacific Grove CA, 93950-4900 US
 ATTN: Jonathan Mejia

Ship To

Pacific Grove Unified School District
 435 Hillcrest Ave
 Pacific Grove, CA 93950-4900
 ATTN: Jonathan Mejia

Quote Description

DO - Veeam Backup

Quote #	#Q-00053838
Project #	94532
Modified	5/13/2021
Account Mgr.	Thomas Vasconi
AM Phone	(925) 245-6128
AM Email	tvasconi@ams.net
Inside Account Mgr.	Ken Falconitin
IAM Phone	(925) 245-6119
IAM Email	kfalconitin@ams.net
Quote Exp.	8/5/2021

Line	Item Description	Manufacturer	Qty	Unit Price	Extended Price
1 Year VEEAM Licenses					
1	P-VASVUL-0I-SU1YP-00 STE UNIV LIC ENT 1YR 24/7 PUBLIC SECTOR	VEEAM	1.00	\$1,214.47	\$1,214.47
Professional Services					
2	AMS-MS-FLEX-PRE-20 \$4,600 Block of Premium Flex Support Hours - 20 Hours (Customer to provide Server hardware)	AMS.NET	1.00	\$4,600.00	\$4,600.00
AMS FREIGHT					
3	AMS-FREIGHT Freight and Handling	None	1.00	\$0.00	\$0.00

Order Summary

Subtotal	\$5,814.47
Adjustment	\$0.00
Estimated Taxes	\$0.00
Total	\$5,814.47

Terms and Conditions

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

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

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

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

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

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

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

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

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

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

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

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



ACTION/DISCUSSION V
AMS.NET, Inc.
502 Commerce Way, Livermore, CA 94551
925-245-6100 • 925-245-6150 Fax
www.ams.net

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

AMS.NET Tax ID: 94-3291626

C7 License: 763508

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

Authorized Signature: _____ Date: _____

Print Name: _____ Print Title: _____

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

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

SUBJECT: Contract for Services with The Institute for Social Emotional Learning for Professional Development

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with The Institute for Social and Emotional Learning for staff development for educators, classified staff, administrators and parents to deepen Social Emotional Learning throughout the community.

BACKGROUND:

The 2020-21 school year has been challenging for staff, students, and families alike. This Professional Development will offer the opportunity to develop a whole community approach to Social Emotional Learning and to provide a shared understanding of Social Emotional Learning in the context of K-12 education for educators and parents, supporting the wellbeing of our community as we return to school for the 21-22 school year.

INFORMATION:

The Institute for Social and Emotional Learning has successfully partnered with PGUSD in the past to provide parent education via Pacific Grove Adult School. This Professional Development opportunity will provide training for all K-12 staff, including classified employees as well as onsite coaching and a parent education series.

FISCAL IMPACT:

The cost of this program is \$16,000.00 to be paid in two installments \$9,000.00 upon signing of contract, and \$7,900.00 on November 1, 2021. Expenses will be invoiced separately after each visit. The cost will be paid for from the Expanded Learning Opportunities 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

The Institute for Social Emotional Learning for services rendered as specified below.

1. Scope of Service:

To provide: Professional Development for educators, classified staff, administrators, and parents to deepen Social Emotional Learning throughout the community.

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

Development of a whole-community approach to Social Emotional Learning to support the wellbeing of the community during the return to campus in fall 2021.

3. Length of the Contract:

Service is to be provided on the following date(s):
2021-2022 school year

4. Financial Consideration:

Consultant to be paid at the rate of:

\$16,000.00 to paid in two installments: \$9,000.00 upon signing of contracts, and \$7,900.00 on November 1, 2021. Expenses invoiced separately after each visit.

School Funding Source: Expanded Learning Opportunities

Account Code: 01-3212-0-1110-1000-5800-00-000-0000-1050

Consultant (Please print) Institute for Social and Emotional Learning

Address 325 Sharon Park Drive Suite 845 Menlo Park, Ca 94025 Phone: Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

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



The Institute for Social and Emotional Learning
Empowering Educators, Transforming Schools

Professional Development for K-12 Educators, Counselors and Administrators

PROFESSIONAL DEVELOPMENT PROPOSAL FOR PGUSD- PHASE ONE

This proposal describes a professional development plan designed to support and empower Pacific Grove Unified School District (PGUSD) educators, classified staff, administrators, and parents to develop and deepen SEL throughout the community.

GOALS:

1. To support the development of a whole-community approach to SEL, focusing in particular on shared language and effective practices.
2. To provide a shared understanding of the 'what, why and how' of SEL in the context of K-12 education for educators and parents.
3. To support the wellbeing of the community during the return to campus in fall 2021.
4. To provide a space for a sharing, building on and celebrating existing thriving SEL practices.
5. To provide community parent education events sharing insights about the curriculum work in schools and offering parenting support to nurture SEL at home.

PART 1: PROPOSED PATH OF PROFESSIONAL DEVELOPMENT 2021-22

August 2, 2021 1-3 pm (time to be confirmed)	<p>2.5 hour virtual Training for K-12 Teachers and staff (approximately 135 people)</p> <p>Start the Year Connected on a Foundation of Social and Emotional Learning</p> <p>This interactive presentation will provide all Pacific Grove educators with an overview of key SEL principles and language, a summary of latest and notable research findings, and an introduction to IFSEL's Whole Community Framework. This session offers an opportunity to explore a series of SEL experiences and to engage meaningful conversations, personal reflection, and positive group interactions among students while building their age appropriate foundational SEL skills. Practices to help students develop positive coping skills and rebuild a sense of community after disruption of routines will be explored. Goals of this session including increasing teacher knowledge, confidence and connection to start the school year on a strong SEL foundation. There will be opportunities to break out into groups that teach different ages groups.</p>
<p>Dates/Times TBD</p> <p>August 6, 9 or 10? (likely)</p>	<p>Three 2 -hour sessions for Classified Staff</p> <p>Peace - Building, Conflict Resolution and Play (Grades K-8):</p> <p>This series of three 2-hour sessions will focus on developing an understanding of</p>

virtual) September, October, November (In-person, circumstances allowing)	<p>age-appropriate SEL skills for students that will support positive recess play, transitions, collaboration and conflict resolution. SEL provides the foundation for the resolution of conflicts for students who genuinely care about relationship and friendship building. These sessions provide theory and practices for teaching, coaching and facilitating conflict resolution with students.</p> <p>Each workshop will provide grade - appropriate tools for students and a facilitated check-in and tailored coaching for classified staff. Consideration will also be given to specific needs and questions that have arisen and agendas will be created based on this input.</p>
To be scheduled	<p>Four 90-minute Follow Up sessions with Teachers (in person or virtual)</p> <p>These sessions would be scheduled and the content planned based on need and input from principals at each school. Please see addendum 1 for a list of possible workshops that can be adapted for PGUSD.</p> <p>These sessions could be led virtually or in person. Please note cost does not include travel expenses. See addendum 2 for IFSEL's Travel, Meal, and Cancellation policy. Note we would likely staff with facilitators who live in the Bay Area.</p>
September- December 2021 Dates TBD	<p>Parent Education Series (Virtual)</p> <p>More than ever, parents are an integral part of a Whole Community Approach to SEL, and parents need support for schools to be healthy. The Series comprises one 35-minute recorded, asynchronous introductory Workshop and three 90-minute, synchronous themed Workshops. There will be one track for Elementary parents and one for Middle and High School. For more information, see attached brochure with session descriptions.</p>

PART 2: RECOMMENDED (NOT INCLUDED IN COST)

To be Scheduled Fall/Winter 2021	<p>2 days of on-site Consulting, Coaching with 2 IFSEL Facilitators</p> <p>IFSEL will work with leadership at PGUSD to schedule and design collaboratively on site visits to schools that may include any of the following components:</p> <ul style="list-style-type: none"> • Demonstration lessons led by IFSEL consultant(s) • Classroom coaching and observations • Facilitated meetings for various groups: classroom teachers, specialists, afterschool staff, classified staff, etc.
Highly recommended	<p>Summer Online Course Participation in 2021 and Summer Institute Attendance in 2022:</p>

	<p>IFSEL recommends that PGUSD form an SEL Leadership committee to empower teacher-leaders for SEL. We also recommend that members of PGUSD's Leadership group/SEL Committee attend summer online learning opportunities in 2021 and one of our four-day Institutes in 2022. These experiential and immersive courses and Institutes provide a thorough and in-depth experience for K-12 educators, administrators and counselors.</p> <p>More information about upcoming IFSEL events is available here: https://www.instituteforsel.net/events</p> <p>IFSEL will provide a 50% registration discount for up to 10 people for the 2021 school year as part of this contract.</p> <p>For more information, please contact Elizabeth McLeod Elizabeth@instituteforsel.net</p>
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PRICE: \$16,900**Paid in two installments:**

- \$9,000 upon signing of contract
- \$7,900 on November 1, 2021
- All expenses would be invoiced separately after each visit.

Price includes:

- All PD and consulting listed above
- Customized agendas for all events
- Comprehensive (digital) packet of materials sent to school no less than 10 days before each session.

Price does not include IFSEL event attendance or travel, accommodation, meals for IFSEL consultants (see Appendix 2) Price does not include suggested items in "Part 2"

ADDENDUM 1



The Institute for Social and Emotional Learning
Empowering Educators, Transforming Schools

Professional Development for K-12 Educators, Counselors and Administrators

IFSEL School 2021 Workshop List (Partial List)

This selection of workshops titles and descriptions is to describe the range and types of topics we may cover on a professional development path. Workshops are customized for your needs, and all workshops can be adapted for specific groups within the grade level ranges noted.

SEL is Fundamental: The What, Why and How of SEL (Grades N-12)

This interactive presentation sets the context for in-depth work with IFSEL by providing an overview of key SEL principles and language, a summary of latest and notable research findings, and an introduction to IFSEL's Whole Community Framework. Experiential activities highlight specific SEL competencies and provide a foundation for understanding SEL's intersection with Diversity, Equity and Inclusion work. It is recommended that all members of school staff and faculty attend this session.

SEL Toolbox: Foundational SEL Tools (Grades K-12):

Explore the capacity and motivation of students to learn and apply social and emotional learning skills to their daily lives. This session describes an effective lesson sequence to help your school get started with SEL and provides a common, effective language for SEL. SEL teaching practices utilize creative metaphor, experiential learning, silence, and analytic thinking to activate the hearts and minds of students and create a foundation for learning about identity and culture.

Start the Year on a Strong SEL Foundation (Grades K-12):

This session offers an opportunity to explore a series of SEL experiences and rituals tailored to each developmental age to engage meaningful conversations, personal reflection, and positive group interactions among students while building their age appropriate foundational SEL skills. Practices to help students develop positive coping skills and rebuild a sense of community after disruption of routines will be explored,

Peace - Building, Conflict Resolution and Play (Grades K-8):

SEL provides the foundation for the resolution of conflicts for students who genuinely care about relationship and friendship building. This session provides theory and practices for teaching conflict resolution to students through cooperative games and role-play. Participants explore ways to teach communication skills to support listening across differences and to effectively facilitate conflicts with the goal of promoting independent problem solving, win-win solutions, inclusion and belonging.

Catalyzed by SEL (Grades 4-12):

Innovative approaches to activating SEL through subject content can support depth of insight and empowered learning for students. This session provides a facilitated exploration of opportunities for social and emotional learning in different discipline areas - centering on the SEL tool kit. You will hear about creative lesson ideas for embedding SEL into subject content and also work with fellow participants to create new SEL opportunities in the lessons and units you already teach.

The Power of the Teacher's SELf (Grades K-12):

A typical day brings many opportunities for our own social and emotional learning in interactions with students, parents, and colleagues --answering a concerned email, navigating changing safety considerations during a pandemic, watching over lunch and recess, making committee decisions, to name a few. SEL thrives through the personal responses we make and the connections we establish with each other. Using case studies and scenarios, we will practice how to view situations wisely; send challenging messages with authority and empathy; and assess whether to let something go or not. We will uncover the values that motivate our responses and become clearer about our power to create community.

Creative Approaches to Developing Emotional Intelligence (Grades 3-12):

This session offers an experiential opportunity to delve deeply into the foundational SEL tools. Teachers will discuss, write, and reflect on SEL process questions. They will experience how to use the role of the observer as a key element of feedback to the group and explore the different ways that silence, creative expression, listening, and cooperation open up students to greater social and emotional learning. We will provide a framework for reflection and building resiliency before students experience new events and/or transition.

The Emotion Thermometer: Practices to Promote Self-Regulation and Resiliency (Grades K-12):

This experiential session explores a myriad of options for greater self-regulation and resiliency, applicable to the young child on up to adults. The Emotion Thermometer is an effective tool to help students develop awareness and ways to communicate their changing emotional states, while breathing practices, guided visualizations, art, and mindfulness techniques offer powerful ways to develop personal awareness and positive communication tools.

Play on Purpose: Active Team and Cooperative Building Exercises (Grades 4-12):

This session offers techniques for maximizing opportunities to build community, leadership and SEL skills through improvisational play and cooperative initiatives and games. Hone your skills for facilitating powerful self-reflection that challenge students to connect with and apply their understanding of themselves and others and connect learning to their lives. Engage in time- tested and highly motivational experiences and lessons while having fun.

In Nature (Grades K-12):

SEL is strengthened when the interconnection between self, social, and environmental awareness fuels decision-making. In this workshop, you will experience simple and deep ways to develop appreciation of nature with all aged students whether your school is located on a farm or in an urban setting. Curricular ideas that promote sustainability and a sense of stewardship will be explored, as well as ways to bring out the social and emotional aspects of these themes. Developmental needs of different age groups will be considered, as well as previous experience with outdoor learning and resources and access to outdoors that are specific to your school.

SEL Toolbox for Advisory (Grades 6-12)

This session is tailored for where a school is, in terms of beginning, strengthening or reviving an Advisory program. Components may include introduction to SEL principles and practices in Middle or High School Advisor with a focus that would be determined in listening days beforehand. Focus may include:

Illuminating SEL: Teacher Tools that Activate Connection to Self and Others (Grades preK-6)

Elementary educators naturally weave SEL through the days of early learners. In this session we will shine a light on IFSEL's "Teacher Toolbox" to activate the opportunities for SEL in self-contained classrooms, specialist classes, lunch groups, recess and more. We will invite you to experiment with and reflect on pedagogy and provide time for reflection, sharing, troubleshooting and building upon practices and structures, moving your school towards readiness to start to map out scope and sequence for SEL across the grades.

Catalyzed by SEL: High-Impact Approaches to Integrating SEL into all Teaching and Learning (Grades 5-12)

This practical session will provide Middle School and/or High School Teachers and Administrators with practical strategies for embedding SEL in every advisory, classroom and within any learning moment. We'll offer a framework for SEL integration based on IFSEL's Teacher Toolbox, show examples from different ages and disciplines, and provide space for discussion and collaboration between colleagues. We will invite you to experiment with and reflect on the tools introduced in earlier sessions and provide time for reflection, sharing, troubleshooting and building upon practices and structures, moving your school towards readiness to start to map out scope and sequence for SEL across the grades.

OTHER IMPORTANT COMPONENTS OF IFSEL SCHOOLS WORK:**Whole Community Focus on Collective Wellbeing:****Replenish and Restore: Nurturing our Teacher SELf in 2021 and beyond**

Building on the concepts introduced in the Teacher SELf Session, we offer further focus on adult SEL and the role we each play in creating a culture of care, starting with ourselves. This may be a one-time workshop and/or a series of workshops and

drop-in sessions. Participants will experience a range of practices for collective wellbeing and systems of support. In order to acknowledge that different people need different things to meet their wellness goals, we may offer choice within a session. These sessions can be offered as part of faculty meetings or Professional Development days, and/or as ‘choice sessions’ to teachers.

Parent Education

SEL Tools for Parents

More than ever, parents are an integral part of a Whole Community Approach to SEL, and parents need support right now for schools to be healthy. IFSEL’s online three-part series is an important part of an IFSEL Schools Whole Community Approach and is offered in conjunction with the faculty and staff professional development. The Series comprises one 35-minute recorded, asynchronous introductory Workshop and three 90-minute, synchronous themed Workshops. For more information, see IFSEL’s Parent and Caregiver Online series brochure. IFSEL also offers SEL for Parents workshops, in person, as part of Whole Community work with a school and will tailor the workshop to meet the needs of a school community. We offer parent evenings, coffees for grade levels, divisions and whole school.

Leadership Retreats and Coaching

Tools and Approaches to Manage School Communities with Compassion

IFSEL’s leadership support is an important part of a Whole Community Approach to SEL. Strong leadership is an integral part of community wellbeing. Leading transition and/or any initiative provides both joy and intense challenges. IFSEL offers ongoing troubleshooting for IFSEL schools, coaching, as well as a customized leadership retreat to be scheduled strategically, based on a number of factors.

Framework Development and Scope and Sequence Work

IFSEL facilitates a process that starts with an in depth whole community self reflection and uses data and language from existing and relevant frameworks, missions, etc. to develop a tailored frameworks based on CASEL’s Social and Emotional Learning Competencies and other sources.

For more information about IFSEL Schools and Professional Development
Contact: elizabeth@institutehorsel.net



The Institute for Social and Emotional Learning
Empowering Educators. Transforming Schools.

Professional Development for K-12 Educators, Counselors and Administrators

IFSEL Travel, Meals, Accommodation, and Cancellation Policy

Travel Policy

1. Unless another arrangement has been specified, the Client agrees to reimburse the Institute for SEL (IFSEL) for all airline and vehicle travel costs that IFSEL Facilitators incur in the course of performing the work described in the agreement to which this Addendum is attached (“Work”).

For United States Based Clients:

2. When Facilitator travel to or from the Client is combined with Work for other Clients, the Client agrees to contribute a set fee of up to \$500 towards each Facilitator’s airline travel. This will be listed on the invoice as a fee and not a reimbursable expense.
3. IFSEL Clients receive the expertise of a select group of highly trained facilitators who come from locations based on the west and east coasts of the US and also the UK. Your school's plan may mean an international air ticket is needed for a facilitator. We will do our best to respect our Clients' budgets by purchasing tickets at low cost times of day and book flights well in advance. Where flights from the UK are required, the total cost to your organization of these tickets will not exceed \$750. This will be listed on the invoice as a fee and not a reimbursable expense.

For Clients Based Outside of the United States

4. Where the Client is based outside of the US and the total journey length is over 6 hours, the Client agrees to reimburse IFSEL for Premium Economy (or equivalent)
5. IFSEL will make every effort to minimize travel expenses.

Hotel Policy

1. When Client is located more than 50 miles from the IFSEL Facilitator’s home, Client agrees to reimburse IFSEL for the cost of a one-night hotel stay for each Facilitator who performs Work on Client’s campus on the following day.
2. The Client agrees to reimburse IFSEL for the cost of all hotel stays required during delivery the Work.
3. When Facilitators cannot return to their home city by 9 p.m. on the last day of performing Work on Client’s campus, Client agrees to reimburse IFSEL for the cost of a one-night hotel stay for each Facilitator who performed Work on Client’s campus that day.
4. IFSEL will make every effort to minimize hotel expenses.

Meal Policy

1. When meals are not provided by Client, Client agrees to reimburse IFSEL for cost of Facilitator meals on days where Facilitator is delivering Work or traveling for Client Work on the following basis: up to \$25 for breakfast, \$35 for lunch and \$60 for dinner (tax and tip excluded).
2. IFSEL will make every effort to minimize meal expenses.

Cancellation Policy

1. If circumstances arise where IFSEL has to cancel the 'Work' or any element of it, then all efforts will be made to find an alternative date or path to complete said 'Work'.

If it is not possible to reschedule the 'Work', then IFSEL will refund the Client any deposit paid and will not invoice the Client for any travel, accommodation or meal fees that have already been incurred.

2. If circumstances arise where the Client has to cancel the 'Work' or any element of it, then all efforts will be made to find an alternative date or path to complete said 'Work'. If this is possible, then the Client will cover any change fees (travel or accommodation) associated with the rescheduling.

If it is not possible to reschedule the 'Work', then the Client will reimburse IFSEL for all travel and accommodation costs already incurred. No further payments of fees will be required, but IFSEL will not refund any deposit already paid.

3. If circumstances arise where the 'Work' or any element of it must be cancelled for reasons outside of the control of the client or IFSEL, then all efforts will be made to find an alternative date or path to complete said 'Work'. If this is possible, then the Client will cover any change fees (travel or accommodation) associated with the rescheduling.

If it is not possible to reschedule the 'Work', then the Client and IFSEL will split the cost of all travel and accommodation costs already incurred. No further payments of fees will be required, but IFSEL will not refund any deposit already paid.

Client Initials _____ IFSEL Initials _____

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

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

SUBJECT: Contract for Services with Paper Education Company

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Paper Education Company for two years, 2021-2023.

BACKGROUND:

Paper Education Company is an organization that provides virtual, unlimited, one-on-one tutoring for all subjects, delivered online, by a live educator in English, Spanish and French. Paper Education Company will provide staff development and student orientation to its system, offer continuous District support throughout use of the program, as well as track all student activity within the system, making student data available to the regular classroom teachers.

INFORMATION:

Virtual tutors will be available to all students in grades 6-8 and 9-12. This can be utilized as one way to address any learning loss needs or extra help that may be needed as we transition back to campus. This service can be impactful on our target group students and general student body alike.

FISCAL IMPACT:

The cost of this program is \$48,420.00 per year, for two years (the 2021-22 & 2022-23 school years) for a total of \$96,480.00. This service will be paid for with ESSER III Funds, which partially is specifically to addresses implementation of new programs to address any potential learning loss. The coding for the ESSER Funds is still being created at the county level at this time.

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 Paper Education Company for services rendered as specified below.

1. Scope of Service:

To provide: Virtual tutoring for all students in grades 6-8 and 9-12.

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

Unlimited access to virtual tutoring for all secondary students will help address any learning loss.

3. Length of the Contract:

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

The 2021-22 and 2022-23 school years

4. Financial Consideration:

Consultant to be paid at the rate of:

\$48,240.00 per year for a total of \$96,480.00

School Funding Source: ESSER III Funds

Account Code: Awaiting budget code creation at county level

Consultant (Please print) Paper Education Company

Address 279 Sherbrooke St. W #410 Montreal, QC H2X1Y2 www.Paper.co Phone: Click or tap here to enter text.

Signed _____ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

District Employee

☒

Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

BOARD APPROVAL DATE 6/17/2021

Revised 3/2021

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

Give every student an equal opportunity to excel academically

In many school districts, students with tutors get ahead—and those without fall behind. Paper levels the playing field, giving every student an equal opportunity to excel academically.

Paper provides learners with unlimited 24/7 homework help, writing feedback, and study support at a predictable fixed cost. Paper's exceptional, multi-lingual tutors are carefully selected and rigorously trained to deliver on demand, 1:1 academic support using a Socratic approach.

15 SECONDS

To connect to a live tutor

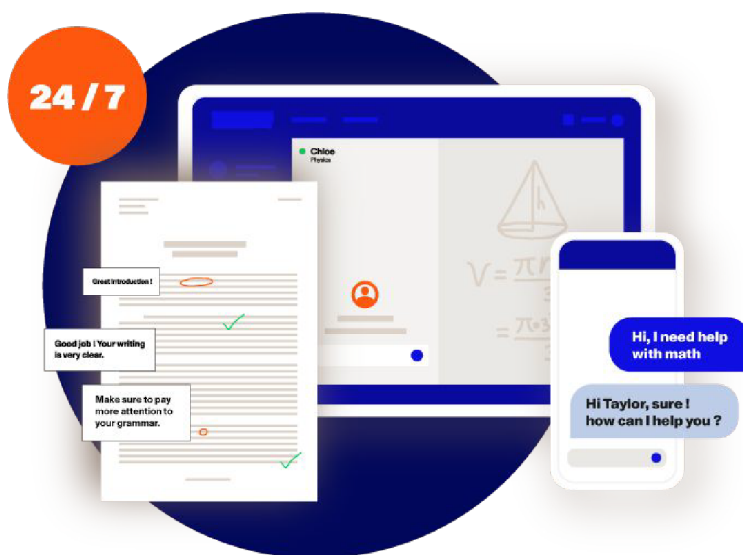
200 ACADEMIC TOPICS

Tutored by specialists

4 LANGUAGES SPOKEN

English, Spanish, Mandarin, French

Unlimited 24/7 academic support



Homework help

Instant help with any homework problem, large or small

Writing feedback

Comprehensive feedback that develops strong writing skills

Study support

Expert coaching that makes it easier to grasp new concepts

Uplift your entire school community

Students

- Get 24x7 expert help on-demand
- Be prepared for discussions & exams
- Turn in more polished work

Guardians

- Set students up to succeed
- Get top-notch tutoring at no cost
- Release the stress of DIY tutoring

Teachers

- Enlist tutors to reinforce lessons
- Gain insights into each student's challenge areas
- Focus on content and relationships

Administrators

- Address equity and achievement gaps
- Predictably budget for academic support
- Access data that informs curriculum



The amount of sessions I see happen on weekends and beyond school hours—it shows us that we're providing a tool that students are accessing all the time, and when they need it.

— Dr. Ryan Smith, Assistant Superintendent, Paramount USD



It not only helps students—it also helps teachers support their students much more strategically, and improve their ability to provide needed interventions to students on a 24/7 basis.

— Dr. Matt Rhoads, Teacher, San Marcos USD



The FREE Paper tutoring provided by the YSD has helped tremendously in my home. Knowing that tutoring is available 24/7 is amazing!

— Parent, Yakima School District



I used it for math, and I thought it was really helpful. They don't just give you the answer but walk you through the ways to think about the concepts and how to approach it.

— 11th grader, La Cañada USD



PRICING IS VALID UNTIL JUNE 30th, 2021

Paper Education Company Inc.
279 Sherbrooke St. W #410
Montreal, QC
H2X1Y2
www.Paper.co
June 3, 2021

Description of Services

Pacifica Grove Unified School District to purchase the chat-based tutoring services and actionable insights provided through Paper's online platform for students studying at Pacifica Grove Unified School District. Paper will provide Pacifica Grove Unified School District with teacher user accounts, administrator accounts, at no additional cost.

Paper will execute professional development and student orientations for the students participating in the agreement. Paper will provide Pacifica Grove Unified School District with routine check-ins and extra training as needed.

Paper will provide Pacifica Grove Unified School District with marketing materials and marketing strategies to ensure student engagement grows.

What is Paper?

Paper provides schools with unlimited access to a variety of services through a device-agnostic, secure, Educational Support System (ESS).

With Paper, students receive Unlimited 24/7 One-on-one Tutoring for all subjects, delivered by a live educator through Paper's Classroom in both English and Spanish.

Each online educator is a Paper Employee who is trained in the Socratic teaching method and undergoes a criminal background check prior to employment.

Paper also provides students with Essay Review, where students can upload any piece of written work and receive an annotated version of their work within twenty-four hours.

All student activity on Paper is recorded, tracked, and made readily available to school teachers and administrators. This equips teachers with Transparent Insights on how their students are learning outside the classroom and helps educators personalize their instruction.

Paper's Student Success team works closely with each and every partner school to understand the specific needs and goals at each site. Through professional development, student orientations, and much more, Paper ensures that schools are excited and ready to level the playing field for all.

Pricing

Grades 6-12 (August 1, 2021 - August 1, 2022)

Student Licenses	Monthly Price Per Student	District Cost for 12 Months
1000	\$4.37	\$52,440

- + Taxes and implementation fees are included
- + Teacher & Administrator Accounts, at no additional cost
- + **Total District Cost for Contract length (1 Year): \$52,440**

Grades 6-12 (August 1, 2021 - August 1, 2023)

Student Licenses	Monthly Price Per Student	District Cost for 12 Months
1000	\$4.02	\$48,240

- + Taxes and implementation fees are included
- + Teacher & Administrator Accounts, at no additional cost
- + **Total District Cost for Contract length (2 Years): \$96,480**

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

☐ Consent
☒ Action/Discussion
☐ Information/Discussion
☐ Public Hearing

SUBJECT: Board Calendar/Future Meetings

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approve the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar January – June 2021

Thursday January 7	Regular Board Meeting ✓ Preliminary Enrollment Projection for 2021-22 ✓ Property Tax Update ✓ PGHS Course Bulletin Action/Discussion	VIRTUAL
Thursday January 21	Regular Board Meeting ✓ School Accountability Report Cards ✓ Acceptance of the 2019-20 Audit Report ✓ Report on Governor's Budget Proposal	VIRTUAL
Saturday January 30 9am	Special Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revise ✓ Measure D Goals and Objectives	VIRTUAL
Thursday February 4	Regular Board Meeting ✓ Budget Development Calendar ✓ Quarterly Facilities Project Updates*	VIRTUAL
Thursday February 18	Regular Board Meeting ✓ Board Goals- Approval ✓ Governance Handbook- Approval	VIRTUAL
Thursday March 4	Regular Board Meeting ✓ Second Interim Report/Budget Revision #3 ✓ Open House Schedules Reviewed ✓ Possible Personnel Action (RIF)	VIRTUAL
Thursday March 18	Regular Board Meeting ✓ Budget Projections and Assumptions ✓ Williams/Valenzuela Uniform Complaint Report ✓ Preliminary Review of PGHS Site Master Schedule ✓ Review of Strategic Plan 2021-22	VIRTUAL
Thursday March 25	Special Board Meeting ✓ Proposed COVID-19 Elementary Schools' Reopening Plans ✓ Superintendent Goals 2021-22	VIRTUAL
Thursday April 1	Regular Board Meeting ✓ Approve 2021-22 Aug.- Dec. Board Meeting Calendar ✓ TRAN Resolution	VIRTUAL
Thursday April 22	Regular Board Meeting ✓ Begin Superintendent Evaluation	VIRTUAL
Thursday May 6	Regular Board Meeting ✓ Continue Superintendent Evaluation ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Review of Strategic Plan 2021-22	VIRTUAL
Thursday May 20	Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget	VIRTUAL

Friday May 28 4:00 p.m.	Special Board Meeting ✓ Board Vacancy Appointment Interviews and Vote	VIRTUAL
Thursday June 3	Regular Board Meeting ✓ Board Appointed Trustee Oath of Office ✓ 2021-22 Budget Public Hearing ✓ Retiree Recognition ✓ Employee Recognition ✓ LCAP Public Hearing	VIRTUAL
Thursday June 17	Regular Board Meeting ✓ Approval of Contracts and Purchase Orders for 2021-22 ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report ✓ Consolidated Application ✓ Approval of LCAP ✓ 2021-22 Budget Adoption	VIRTUAL

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

Board Meeting Calendar August – December 2021

Aug. 19	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
Sept. 2	Regular Board Meeting ✓ Unaudited Actual Report ✓ Local Control Accountability Plan Review	District Office
Sept. 16	Regular Board Meeting ✓ Williams Uniform Complaint Report	District Office
TBD Sept. 18 *Saturday	Special Board Meeting ✓ Foreign Language Program	District Office
TBD Sept. 25 *Saturday	Special Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revise	District Office
Oct. 7	Regular Board Meeting ✓ Superintendent Goals ✓ Budget Revision #1 on 2021-22 working budget (preliminary First Interim) ✓ Bus Ridership ✓ Week of the School Administrator	District Office
Oct. 21	Regular Board Meeting ✓ Quarterly District Safety Update*	District Office
Oct. 28	Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion	District Office
Nov. 18	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	District Office
Dec. 16	Organizational Meeting ✓ Election of 2020-21 Board President and Clerk ✓ Budget Revision #2 ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

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

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

SUBJECT: Solicitation of Funds Report 2020-21

DATE: June 17, 2021

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

RECOMMENDATION:

The Administration recommends that the Board review the attached list of Solicitation of Funds from the various entities for the 2020-21 school year.

BACKGROUND:

On October 3, 2019, the Board approved Board Policy and Regulation 1321 Solicitation of Funds which were recommended by legal counsel in order to align with the Solicitation of Funds Approval Request Form.

INFORMATION:

For School Connected Organizations who wish to raise funds on behalf of the schools or District, they must submit an annual Solicitation of Funds Approval Request Form to the Superintendent.

FISCAL IMPACT:

No direct fiscal impact but there could be donations to the school sites for various school activities.

Pacific Grove Unified School District

Solicitation of Funds Tracking Report 2020-21

ORGANIZATION	EVENT NAME	SCHOOL SITE	AMOUNT RAISED	HOW FUNDS ARE DISTRIBUTED
PGMS PTA	Various events 2020-21	PGMS	601.26	To be determined based on requests
RHD PTA	Various events 2020-22	RHD	See attached documents	To be determined based on requests
PGHS PTA	Various events 2020-21	PGHS	See attached document	To be determined based on requests
Butterfly Bazaar Planning Committee	Butterfly Bazaar	ALL	922	\$922. We opted not to distribute any funds to the PTA's
PG Pride	Various events 2020-21	ALL		
Parents Place	Various events 2020-21	Parents Place	1170.84- see attached docment	Music enrichment
Eddison & Melrose	Holiday Fundraiser	PGMS Music Dept	300	As needed in Music acount

PGMS PTSA Fundraising

Date	Fundraiser	Amount
Aug. 2020 – May 2021	Amazon Smile	\$ 83.97
January 2021	Dine-out Fundraiser- Pizza My Heart	\$ 116.49
03/26	Dine-out Fundraiser- Chipotle	\$ 246.06
04/20	Dine-out Fundraiser- Chipotle	\$154.74
	Total Amount	\$ 601.26

The money we received went to help pay for the Back to School Donuts for our students, 6th grade Scavenger Hunt for our 6th graders, Honors Breakfast Burritos for our Honor Roll Students, and Honors Luncheon for our Honor Roll Students.

Robert Down PTA Treasure Report				
7/1/2020 - 8/19/2020				
Current Account balance as of 8/19/2020:				\$ 43,244.75
<u>Deposits</u>				
7/7/2020	Schoolze.com	Memberships		\$ 20.00
8/13/2020	Amazon.com	Amazon Smiles		\$ 30.22
			Total Deposits	\$ 50.22
<u>Expenses</u>				
8/7/2020	Capital Merchants	Bank Fee		\$ (10.00)
			Total Expenses	\$ (10.00)
Balance				\$ 40.22

Robert Down PTA Treasure Report				
8/20/2020 - 10/5/2020				
Current Account balance as of 10/5/2020:				\$ 42,946.75
<u>Deposits</u>				
9/18/2020	Schoolze.com	Memberships & donations		\$ 2,455.00
9/21/2020	Schoolze.com	Memberships & donations		\$ 20.00
9/22/2020	Schoolze.com	Memberships & donations		\$ 20.00
9/23/2020	Schoolze.com	Memberships & donations		\$ 40.00
9/29/2020	Schoolze.com	Memberships & donations		\$ 87.00
10/1/2020	Schoolze.com	Memberships & donations		\$ 30.00
10/5/2020	Schoolze.com	Memberships & donations		\$ 20.00
			Total Deposits	\$ 2,672.00
<u>Expenses</u>				
8/31/2020	Capital Merchants	Bank Fee		\$ (10.00)
9/17/2020	Brain Pop	Subscription for school	ck# 2781	\$ (2,950.00)
9/25/2020	Capital Merchants	Bank Fee		\$ (10.00)
			Total Expenses	\$ (2,970.00)
Previous Balance				\$ 43,244.75
Deposits and Expenses Total				\$ (298.00)
Balance				\$ 42,946.75

Robert Down PTA Treasure Report

10/6/2020 - 11/2/2020

Current Account balance as of 11/2/2020: \$ 40,478.52

Deposits

10/6/2020	Schoolze.com	Memberships & donations	\$	25.00
10/6/2020	Central Coast Silkscreen	Facemask Fundraiser - SEP	\$	70.00
10/13/2020	Schoolze.com	Memberships & donations	\$	40.00
10/20/2020	Deposit	\$300 Mtn Mike's, \$11 Decades Day, \$20 Dland Raffle, \$35 Yearbook	\$	366.00
10/26/2020	Schoolze.com	Memberships & donations	\$	105.00
10/28/2020	Electronic Strip	Rebate	\$	0.09
11/2/2020	Schoolze.com	Memberships & donations	\$	25.00

Total Deposits \$ 631.09

Expenses

10/7/2020	Dept of Justice Office of A Non-profit organization fee	ck# 2783	\$	(20.00)
10/9/2020	SDI Innovations 4th & 5th Grade Agendas	ck# 2784	\$	(1,009.45)
10/13/2020	Monterey Bay Council PTA Dues, Council Fee & Insurance	ck# 2785	\$	(568.70)
10/18/2020	Stefanie Pechan Teacher Warrant	ck# 2786	\$	(500.00)
10/18/2020	Peggy Tobin Teacher Warrant	ck# 2787	\$	(372.19)
10/18/2020	Jacqueline Perkins Teacher Warrant	ck# 2788	\$	(335.66)
10/20/2020	Capital Merchants Bank Fee		\$	(10.00)
10/26/2020	Bernadette Gluck Halloween Goody Bags on Amazon	ck# 2789	\$	(283.32)

Total Expenses \$ (3,099.32)

Previous Balance \$ 42,946.75

Deposits and Expenses Total \$ (2,468.23)

Balance \$ 40,478.52

Robert Down PTA Treasure Report				
11/3/2020 - 12/7/2020				
Current Account balance as of 12/7/2020:				\$ 40,674.87
<u>Deposits</u>				
11/9/2020	Schoolze.com	Memberships & donations		\$ 40.00
11/12/2020	Amazon.com	Amazon Smiles		\$ 56.35
11/23/2020	Schoolze.com	Memberships & donations		\$ 45.00
11/30/2020	Schoolze.com	Memberships & donations		\$ 75.00
			Total Deposits	\$ 216.35
<u>Expenses</u>				
11/13/2020	Capital Merchants	Bank Fee		\$ (10.00)
11/23/2020	Capital Merchants	Bank Fee		\$ (10.00)
			Total Expenses	\$ (20.00)
Previous Balance				\$ 40,478.52
Deposits and Expenses Total				\$ 196.35
Balance				\$ 40,674.87

Robert Down PTA Treasure Report				
12/8/2020 - 1/4/2021				
Current Account balance as of 1/4/2021: \$42,236.58				
<u>Deposits</u>				
12/11/2020	Deposit	Charleston Wrap Fundraiser \$2,612.60, Halloween Spirit Day \$10, Membership \$20, Chipotle Dine Out \$125.60		\$ 2,768.20
12/21/2020	Schoolze.com	Donation		\$5.00
12/22/2020	Deposit	Pacific Thai Dine Out \$450.00		\$ 450.00
12/28/2020	Schoolze.com	Donation		\$ 10.00
			Total Deposits	\$ 3,233.20
<u>Expenses</u>				
12/8/2020	Steve Ibrahim	Teacher Warrant	ck 2791	\$ (500.00)
12/8/2020	Capital Merchants	Bank Fee		\$ (10.00)
12/16/2020	Registry of Charitable Trust	Nonprofit Raffle Registration Fee	ck 2782	\$ (25.00)
12/22/2020	First Awakenings	RHD PTA Staff Appreciation Luncheon	ck 2792	\$ (590.00)
12/22/2020	Luciana Morgan	Reimbursement for cookies for Staff Appreciation	ck 2793	\$ (36.49)
12/28/2020	Denise Johnson	Teacher Warrant	ck 2790	\$ (500.00)
12/29/2020	Capital Merchants	Bank Fee		\$ (10.00)
			Total Expenses	\$ (1,671.49)
Previous Balance				\$ 40,674.87
Deposits and Expenses Total				\$ 1,561.71
Balance				\$ 42,236.58

Robert Down PTA Treasure Report

1.5.2021 - 2.1.2021

Current Account balance as of 2/1/2021: \$42,081.43

*Transaction cleared
by bank after PTA
meeting

*Transaction has
been cleared by bank

Deposits

1/19/2021	Schoolze.com	Donation		\$20.00
1/28/2021	Deposit	Charleston Wrap \$58.30; Box Tops \$23.00; Michaels Dine Out \$250.00 cash; \$1.00 spirit day donation cash; Taste of India Dine Out \$350.00		\$ 682.30
2/1/2021	Schoolze.com	Donations		\$ 39.00
			Total Deposits	\$741.30

Expenses

1/8/2021	Michelle Evans	Teacher Warrant	ck. 2794	\$ (500.00)
1/8/2021	Angelee Brockmeyer	Teacher Warrant	ck. 2795	\$ (396.45)
			Total Expenses	\$ (896.45)

Previous Balance	\$42,236.58
Deposits and Expenses Total	\$ (155.15)
Balance	\$ 42,081.43

Robert Down PTA Treasure Report				
2/1/2021 - 3/2/32021				
Current Account balance as of 3/2/2021: \$40,879.29				
				*Transaction has been cleared by bank
<u>Deposits</u>				
2/8/2021	Schoolze.com	Donations		\$91.00
2/16/2021	Schoolze.com	Donations		\$ 60.00
2/22/2021	Amazon.com	Amazon Smiles		\$ 69.44
			Total Deposits	\$220.44
<u>Expenses</u>				
2/1/2021	Luciana Morgan	Valentine's Day Decorations	ck 2797	\$ (21.26)
2/8/2021	Sonda Frudden	Teacher Warrant	ck 2796	\$ (500.00)
2/9/2021	Anna Darnell	Teacher Warrant	ck 2798	\$ (500.00)
2/9/2021	Christina Luciano	Teacher Warrant	ck 2799	\$ (248.51)
2/17/2021	Christina Luciano	Teacher Warrant	ck 2800	\$ (152.81)
			Total Expenses	\$ (1,422.58)
Previous Balance				\$42,081.43
Deposits and Expenses Total				\$ (1,202.14)
Balance				\$ 40,879.29

Robert Down PTA Treasure Report

3/3/2021 - 4/5/2021

Current Account balance as of 4/5/2021: \$39,524.91

*Transaction has been cleared by bank

Deposits

3/8/2021	Schoolze.com	Donation	\$30.00
3/22/2021	Square	Plant Sale	\$ 183.59
3/29/2021	Deposit	\$810 Cash from Plant Sale & \$270.53 Check for Pizza M	\$ 1,080.53
Pending	Schoolze.com	Donations	\$ 50.00

Total Deposits \$1,344.12

Expenses

3/8/2021	Page Gilmore	Teacher Warrant	Ck 2420	\$ (116.26)
3/15/2021	Angelee Brockmeyer	Teacher Warrant	Ch 2421	\$ (103.55)
3/15/2021	Monterey Fair Grounds	Karate Kid Movie Night	Ck 2423	\$ (1,000.00)
3/18/2021	Rachel McNickle	Teacher Warrant	Ck 2422	\$ (500.00)
3/26/2021	Erica Chavez	Teacher Warrant	Ck 2427	\$ (409.63)
3/30/2021	Page Gilmore	Teacher Warrant	Ck 2424	\$ (69.06)
4/1/2021	Julie Kelly	Teacher Warrant	Ck 2429	\$ (500.00)

Total Expenses \$ (2,698.50)

Previous Balance	\$40,879.29
Deposits and Expenses Total	\$ (1,354.38)
Balance	\$ 39,524.91

Robert Down PTA Treasure Report

4/6/2021 - 5/2/2021

Current Account balance as of 5/2/2021: \$37,474.47

by bank after PTA
meeting

*Transaction has been
cleared by bank

Deposits

4/15/2021	Bank Deposit	Dine Out at Aquino's Birreiria	\$500.00	\$500.00
4/30/2021	Deposit	Dine Out at Carmel Belle	\$441.00	\$ 441.00
Total Deposits				\$941.00

Expenses

4/5/2021	David Jones	Teacher Warrant	Ck 2430	\$ (500.00)
4/6/2021	Hetal Patel	Stronger Together Banner	ck 2426	\$ (70.18)
4/8/2021	Megan Roach	Teacher Warrant	Ck 2431	\$ (250.00)
4/8/2021	Sign Gypsies Monterey Bay	"Welcome Back Otters" sign	Ck 2435	\$ (100.00)
4/9/2021	Stephanie Perlstein	Teacher Warrant	Ck 2433	\$ (500.00)
4/15/2021	Sydney Dacuyan	Teacher Warrant	Ck 2432	\$ (500.00)
4/16/2021	Erica Chavez	Teacher Warrant	Ck 2428	\$ (78.74)
4/21/2021	Christina Renteria	Teacher Warrant	Ck 2437	\$ (500.00)
4/21/2021	Luciana Morgan	Flower Decorations	Ck 2438	\$ (13.46)
4/23/2021	Norma Barakat	Supplies for Julie Kelly's Class	Ck 2434	\$ (479.06)
Total Expenses				\$ (2,991.44)

Previous Balance	\$39,524.91
Deposits and Expenses Total	\$ (2,050.44)
Balance	\$ 37,474.47

Robert Down PTA Treasure Report

5/3/2021 - 6/4/2021

Current Account balance as of 6/4/2021: \$36,056.33

by bank after PTA
meeting

*Transaction has been
cleared by bank

Deposits

5/10/2021	Schoolze.com	Donations	\$	75.00
5/24/2021	Schoolze.com	Spring Silent Auction Bids (part 1 of \$2,253 raised)	\$	1,634.02
5/24/2021	Amazon.com	Amazon Smiles	\$	90.40
6/1/2021	Deposit	Dine Out at Lucy's on Lighthouse ck 2348	\$	100.00
6/1/2021	Deposit	Yearbook for Van Houtan ck 3098	\$	30.00
6/1/2021	Schoolze.com	Spring Silent Auction Bids (part 2 of \$2,253 raised) + \$10 Summer Surf Spirit Day	\$	629.00
Total Deposits			\$	2,558.42

Expenses

5/5/2021	Anna Darnell	Teacher Warrant ck 2752	\$	(243.55)
5/6/2021	Luciana Morgan	Teacher Appreciation Candy Gram Supplies ck 2442	\$	(177.97)
5/10/2021	Angelee Brockmeyer	Active Kids Wobble Chairs ck 2439	\$	(391.44)
5/10/2021	Angelee Brockmeyer	Spirit Day Classroom Donations Reimbursemen ck 2443	\$	(17.00)
5/12/2021	Stefanie Pechan	Spirit Day Classroom Donations Reimbursemen ck 2449	\$	(27.85)
5/12/2021	Page Gilmore	Teacher Warrant ck 2440	\$	(231.80)
5/13/2021	Patrice Vecchione	Mrs. Levy's 4th Grade Poetry Anthology ck 2436	\$	(450.00)
5/18/2021	David Jones	Spirit Day Classroom Donations Reimbursemen ck 2450	\$	(16.16)
5/19/2021	Jacqueline Perkins	Teacher Warrant ck 2451	\$	(141.04)
5/19/2021	Laura Rivera	Teacher Warrant ck 2446	\$	(279.22)
5/19/2021	Rachel McNickle	Spirit Day Classroom Donations Reimbursemen ck 2447	\$	(40.00)

5/20/2021	Aquino's Birrieria	Teacher Appreciation Luncheon + \$25 Tip	ck 2448	\$	(147.89)
5/24/2021	Erica Chavez	Teacher Warrant \$11.63 + Spirit Day Classroom Donations Reimbursement \$4.67	ck 2452	\$	(16.30)
5/25/2021	Kris Stejskal	Teacher Warrant \$500.00 + Spirit Day Classroom Donations Reimbursement \$95.79	ck 2454	\$	(595.79)
5/26/2021	Janet Bingham	Teacher Warrant	ck 2455	\$	(488.26)
5/27/2021	Patty Bloomer	Check from 1/22/2020	ck 2751	\$	(17.35)
5/27/2021	Patty Bloomer	Teacher Warrant	ck 2445	\$	(72.83)
5/28/2021	Anne Hober	Teacher Warrant	Ck 2456	\$	(495.47)
6/3/2021	Christina Luciano	Teacher Warrant	ck 2444	\$	(26.43)
6/3/2021	Christina Luciano	Teacher Warrant	ck 2441	\$	(24.10)
6/4/2021	Page Gilmore	Teacher Warrant	ck 2460	\$	(76.11)
Total Expenses				\$	(3,976.56)
Previous Balance					\$ 37,474.47
Deposits and Expenses Total				\$	(1,418.14)
Balance				\$	36,056.33

Dine out Income PGHS 2020-2021

Vendor	Income
Pizza My Heart	\$183.22
Pacific Thai	\$400.00
Chipotle	\$202.29
Michaels Taquera	\$300.00
Taste of India	\$300.00
Lucys	\$200.00
Mt Mikes	\$60.00
Carmel Belle	\$350.00
Aquinos	\$400.00
	\$2,395.51

2020 BUTTERFLY BAZAAR

Starting Cash Balance \$ 2,512.47

Income	Other Deposits/Expenses	Day of Event	Total
Tickets			\$ -
Butterfly Store	922.00		922.00
Bake Sale			-
Hot Dogs			-
Mexican Food			-
Pizza			-
Clam Chowder			-
Snow Cones			-
Drinks			-
Speciality Lemonade			-
Caramel Apples			-
Total Income	\$ 922.00	\$ -	\$ 922.00

Expenses

Tickets: Wristbands			-
Butterfly Apparel			-
Early/committee order			
Main order			-
Bake Sale:			-
PGMS Foods Class			-
Games			-
Jumparty: Inflatables			\$ -
Prizes, Lollipops & Face Paint			-
Food:			-
Pizza			-
Clam Chowder			-
Rootbeer Floats			-
Snow Cones			-
Lemonade			-
Ice & Miscellaneous			-
Other:			-
Portable Restrooms			-
Replace 2 Awnings			-
			-
Total Expenses	\$ -	\$ -	\$ -

Net Income \$ 922.00

Ending Cash Balance \$ 3,434.47

School Payouts

Robert Down, Forest Grove, PGMS, PGHS: \$ - each \$ -

No money was distributed to PTA's in 2020/2021 school year

Cash Reserve for 2021 \$ 3,434.47

Reserve to cover start-up costs next year and replace 2 awnings

The Parenting Connection of Monterey County
Parent's Place Activity
 July 2020 through April 2021

	Jul '20 - Apr 21
Ordinary Income/Expense	
Income	
Unrestricted Contributions	
Individual Contributions	200.00
Total Unrestricted Contributions	200.00
Restricted Contributions	
Grants - Restricted	
Arts Council Monterey	4,650.00
Total Grants - Restricted	4,650.00
Total Restricted Contributions	4,650.00
Fundraisers	
Miscellaneous Fundraising	1,170.84
Total Fundraisers	1,170.84
Total Income	6,020.84
Expense	
Program Expenses	
Program Supplies	32.94
Total Program Expenses	32.94
Administration Expenses	
Bank Fees	32.32
Total Administration Expenses	32.32
Personnel Expenses	
Parents Place Salaries	1,027.13
Payroll Taxes/Workers Comp	67.63
Contractors	5,810.00
Total Personnel Expenses	6,904.76
MOU Fee Paid Parent's Place	581.00
Total Expense	7,551.02
Net Ordinary Income	-1,530.18
Net Income	-1,530.18

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

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

SUBJECT: Review of Legal Fees for 2020-21

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends that the Board review legal fees expended from July 1, 2020 through June 1, 2021.

BACKGROUND:

Pacific Grove USD has been utilizing legal services from the law firm of Lozano Smith for many years.

INFORMATION:

The Board has requested a review of legal costs and fees expended for this school year. The spreadsheet has a breakdown of these general categories:

- General Student fees & costs
- Mandated cost
- Special Education Fees & Costs
- General Board governance fees & costs
- General Facilities and Business fees & costs
- General Technology fees & costs

Details of names and descriptions are redacted to provide confidentiality and privacy.

FISCAL IMPACT:

As of June 1, 2021, the District has paid \$107,736.72 in legal costs and fees to the law firm of Lozano Smith.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT													
2020-21 Lozano Smith Legal Fees													
For Period: 7/1/2020 to 6/1/2021													
Description	July	August	September	October	November	December	January	February	March	April	May	June	Grand Total
General Student Fees	\$0.00	\$427.50	\$2,073.38	\$375.26	\$753.34	\$199.50	\$0.00	\$0.00	\$0.00	\$1,438.77	\$2,195.45		\$3,828.98
General Student Costs	\$0.00	\$0.00	\$1.25	\$5.79	\$4.50	\$0.00	\$0.00	\$0.00	\$0.00	\$29.25	\$0.00		\$40.79
General Labor & Employment Fees	\$57.00	\$228.00	\$4,123.95	\$281.67	\$655.50	\$855.00	\$313.50	\$1,443.52	\$1,710.00	\$114.00	\$0.00		\$9,782.14
General Labor & Employment Costs	\$0.00	\$2.00	\$14.75	\$50.00	\$1.00	\$0.00	\$0.00	\$0.50	\$0.00	\$0.00	\$0.00		\$68.25
General Legal Matters Fees	\$370.50	\$85.50	\$1,490.17	\$3,281.78	\$655.50	\$313.50	\$85.50	\$114.00	\$826.50	\$1,275.37	\$285.00		\$8,783.32
General Legal Matters Costs	\$0.00	\$0.00	\$421.95	\$1.25	\$0.25	\$14.00	\$0.00	\$0.00	\$0.00	\$0.50	\$0.00		\$437.95
Mandated Cost: Labor Issues Fees	\$2,223.00	\$8,464.50	\$0.00	\$313.50	\$0.00	\$3,420.00	\$142.50	\$598.50	\$855.00	\$3,021.00	\$3,388.18		\$22,426.18
Mandated Cost: Labor Issues Costs	\$1.75	\$4.75	\$0.00	\$0.00	\$0.00	\$0.75	\$0.00	\$0.00	\$0.00	\$5.00	\$0.00		\$12.25
Mandated Cost: Brown Act Agenda Prep Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Mandated Cost: Brown Act Agenda Prep Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Mandated Cost: Public Records Act Fees	\$0.00	\$289.76	\$0.00	\$0.00	\$50.34	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$340.10
Mandated Cost: Public Records Act Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Special Education Matters Fees	\$1,330.00	\$2,308.50	\$2,923.62	\$1,339.50	\$0.00	\$137.75	\$0.00	\$1,805.00	\$3,762.00	\$0.00	\$2,934.54		\$16,540.91
Special Education Matters Costs	\$9.75	\$0.00	\$0.75	\$1.75	\$0.00	\$0.00	\$0.00	\$254.66	\$60.25	\$0.00	\$19.50		\$346.66
Student Residency Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Student Residency Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Student 1 - Special Education Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,554.67	\$741.00		\$2,295.67
Student 1 - Special Education Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$70.75	\$4.75		\$75.50
Student 2 - Special Education Fees	\$1,183.22	\$1,237.38	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$2,420.60
Student 2 - Special Education Costs	\$64.75	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$64.75
General Board Governance Fees	\$114.00	\$142.50	\$375.25	\$1,103.89	\$256.50	\$655.50	\$3,579.60	\$3,562.50	\$3,186.77	\$1,434.02	\$3,150.20		\$17,560.73
General Board Governance Costs	\$0.00	\$575.00	\$3.75	\$1.75	\$0.00	\$0.00	\$13.22	\$5.25	\$1.50	\$1.25	\$0.00		\$601.72
General Facilities and Business Fees	\$0.00	\$313.50	\$2,217.78	\$5,671.50	\$2,689.45	\$615.60	\$0.00	\$0.00	\$299.25	\$686.37	\$1,567.50		\$14,060.95
General Facilities and Business Costs	\$0.00	\$0.25	\$14.00	\$98.00	\$17.05	\$0.00	\$0.00	\$0.00	\$0.75	\$1.00	\$0.00		\$131.05
General Litigation Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
General Litigation Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
General Technology Fees	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
General Technology Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00
Lozano Smith Workshops 10/14,23/2020	\$0.00	\$0.00	\$0.00	\$525.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$525.00
Lozano Smith Workshops 12/18/20, 2/12/21	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$75.00	\$0.00	\$75.00	\$0.00	\$0.00	\$0.00		\$150.00
Employee Matter	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$85.00		\$85.00
General Public Finance	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$5,614.50	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		\$5,614.50
Total Fees	\$5,277.72	\$13,497.14	\$13,204.15	\$12,892.10	\$5,060.63	\$11,886.35	\$4,121.10	\$5,793.52	\$10,639.52	\$9,524.20	\$14,061.87	\$0.00	\$105,958.30
Total Costs	\$76.25	\$582.00	\$456.45	\$158.54	\$22.80	\$14.75	\$13.22	\$260.41	\$62.50	\$107.25	\$24.25	\$0.00	\$1,778.42
Grand Total	\$5,353.97	\$14,079.14	\$13,660.60	\$13,050.64	\$5,083.43	\$11,901.10	\$4,134.32	\$6,053.93	\$10,702.02	\$9,631.45	\$14,086.12	\$0.00	\$107,736.72
Fees = attorney fees													
Costs = mileage, copying, etc													

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

☐ Consent
☐ Action/Discussion
☒ Information/Discussion
☐ Public Hearing

SUBJECT: Measure D Projects Update

DATE: June 17, 2021

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

RECOMMENDATION:

The District Administration recommends the Board review and provide feedback to the current and future Measure D, Series A projects.

BACKGROUND:

The Pacific Grove Community (67.91%) voted “yes” and passed the Measure D Maintenance Bond in March 2020. Measure D will provide PGUSD with \$30 million to repair aging facilities and infrastructure. Measure D is broken up into four disbursements titled Series A, B, C, and D. Series A bonds were sold late Spring of 2021 and funds became available May 2021. Series A will be spent over two years until Series B funds come available in Spring of 2023.

INFORMATION:

District Administration will be providing the Board with an update on the progress of current projects, status of future Series A projects in design, and provide a brief overview of the current market and how it is affecting the current budget. All the information provided will be available on the District website under Measure D and will continue to be updated monthly.

FISCAL IMPACT:

Measure D – No Fiscal Impact

Measure D-Series A Active Projects

Project	Original Budget	Current Budget	Encumbered Amount	Invoiced Expenditures
Bond Admin Assistant (Series A)	\$100,000.00	\$100,000.00	\$100,000.00	\$14,061.19
Bond Fees Series A	\$220,000.00	\$220,000.00	\$199,761.25	\$199,761.25
FG Intercom & Bell System	\$86,250.00	\$97,092.46	\$97,092.46	\$0.00
HS Field & Track Replacement (Series A)	\$0.00	\$991,678.23	\$991,678.23	\$0.00
HS Foods Classroom	\$100,000.00	\$126,356.73	\$126,356.73	\$0.00
HS Intercom & Bell System	\$115,000.00	\$159,619.29	\$159,619.29	\$0.00
HS Stadium Field Replacement (Series A)	\$550,000.00	\$0.00	\$0.00	\$0.00
HS Track Replacement (Series A)	\$300,000.00	\$0.00	\$0.00	\$0.00
HVAC COVID Replacement or Modifications	\$800,000.00	\$133,624.00	\$133,624.00	\$63,746.28
IHMP In-House Maintenance Projects (Series A)	\$75,000.00	\$74,983.11	\$0.00	\$0.00
IHMP Microsoft BI	\$0.00	\$16.89	\$16.89	\$0.00
Intercom & Bell Licensing	\$0.00	\$40,577.25	\$40,277.25	\$0.00
K&L Dry Rot & Termite Damage	\$500,000.00	\$500,000.00	\$160,700.00	\$975.00
Replace Grounds Mowers	\$105,000.00	\$105,000.00	\$45,832.01	\$34,471.33
Series A Contingency	\$15,270.00	\$417,572.04	\$0.00	\$0.00
Warehouse and Shop Equipment Replacement	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00
Grand Total	\$3,016,520.00	\$3,016,520.00	\$2,104,958.11	\$313,015.05

Measure D-Series A Projects By Year and Site

Project	Original Budget	Current Budget	Encumbered Amount	Invoiced Expenditures
Year 1	\$3,676,250.00	\$3,273,964.85	\$1,805,196.86	\$99,192.61
Admin	\$0.00	\$16.89	\$16.89	\$0.00
IHMP Microsoft BI	\$0.00	\$16.89	\$16.89	\$0.00
All Sites	\$800,000.00	\$174,201.25	\$173,901.25	\$63,746.28
HVAC COVID Replacement or Modifications	\$800,000.00	\$133,624.00	\$133,624.00	\$63,746.28
Intercom & Bell Licensing	\$0.00	\$40,577.25	\$40,277.25	\$0.00
David Ave	\$530,000.00	\$530,000.00	\$0.00	\$0.00
DA Roofing & Gutters	\$530,000.00	\$530,000.00	\$0.00	\$0.00
FMO	\$355,000.00	\$355,000.00	\$95,832.01	\$34,471.33
Maintenance Vans/Trucks/Trailers	\$200,000.00	\$200,000.00	\$0.00	\$0.00
Replace Grounds Mowers	\$105,000.00	\$105,000.00	\$45,832.01	\$34,471.33
Warehouse and Shop Equipment Replacement	\$50,000.00	\$50,000.00	\$50,000.00	\$0.00
Forest Grove	\$86,250.00	\$97,092.46	\$97,092.46	\$0.00
FG Intercom & Bell System	\$86,250.00	\$97,092.46	\$97,092.46	\$0.00
High School	\$1,665,000.00	\$1,877,654.25	\$1,438,354.25	\$975.00
HS Field & Track Replacement (Series A)	\$0.00	\$991,678.23	\$991,678.23	\$0.00
HS Foods Classroom	\$100,000.00	\$126,356.73	\$126,356.73	\$0.00
HS Intercom & Bell System	\$115,000.00	\$159,619.29	\$159,619.29	\$0.00
HS Stadium Field Replacement (Series A)	\$550,000.00	\$0.00	\$0.00	\$0.00
HS Track Replacement (Series A)	\$300,000.00	\$0.00	\$0.00	\$0.00
K&L Dry Rot & Termite Damage	\$500,000.00	\$500,000.00	\$160,700.00	\$975.00
Pool Heater Replacement	\$100,000.00	\$100,000.00	\$0.00	\$0.00
Middle School	\$240,000.00	\$240,000.00	\$0.00	\$0.00
MS Exterior Painting and Dry Rot (Series A)	\$140,000.00	\$140,000.00	\$0.00	\$0.00
PAC Stage and Production Improvments	\$100,000.00	\$100,000.00	\$0.00	\$0.00
Year 1 & 2	\$1,110,750.00	\$1,513,035.15	\$299,761.25	\$213,822.44
Admin	\$100,000.00	\$100,000.00	\$100,000.00	\$14,061.19
Bond Admin Assistant (Series A)	\$100,000.00	\$100,000.00	\$100,000.00	\$14,061.19
All Sites	\$775,480.00	\$775,463.11	\$0.00	\$0.00
Emergency Repair Contingency (Series A)	\$150,000.00	\$150,000.00	\$0.00	\$0.00
IHMP In-House Maintenance Projects (Series A)	\$75,000.00	\$74,983.11	\$0.00	\$0.00
Re-Key & Replace Hardware	\$500,480.00	\$500,480.00	\$0.00	\$0.00
Technology Infrastructure & Wiring (Series A)	\$50,000.00	\$50,000.00	\$0.00	\$0.00
Bond Fees	\$220,000.00	\$220,000.00	\$199,761.25	\$199,761.25
Bond Fees Series A	\$220,000.00	\$220,000.00	\$199,761.25	\$199,761.25

Project	Original Budget	Current Budget	INFORMATION/DISCUSSION	
			Encumbered Amount	Invoiced Expenditures
Contingency	\$15,270.00	\$417,572.04	\$0.00	\$0.00
Series A Contingency	\$15,270.00	\$417,572.04	\$0.00	\$0.00
Year 2	\$1,213,000.00	\$1,213,000.00	\$0.00	\$0.00
Adult School	\$95,000.00	\$95,000.00	\$0.00	\$0.00
AS Replace Phone System	\$20,000.00	\$20,000.00	\$0.00	\$0.00
AS Sewer Line Repair	\$75,000.00	\$75,000.00	\$0.00	\$0.00
David Ave	\$583,000.00	\$583,000.00	\$0.00	\$0.00
DA Driveway Improvements	\$110,000.00	\$110,000.00	\$0.00	\$0.00
DA Exterior Painting and Dry Rot Repair	\$88,000.00	\$88,000.00	\$0.00	\$0.00
DA Playground Structures	\$150,000.00	\$150,000.00	\$0.00	\$0.00
DA Replace Phone System	\$5,000.00	\$5,000.00	\$0.00	\$0.00
DA Sewer Line Replacement	\$230,000.00	\$230,000.00	\$0.00	\$0.00
Forest Grove	\$10,000.00	\$10,000.00	\$0.00	\$0.00
FG Rain Gutters K-Wing	\$10,000.00	\$10,000.00	\$0.00	\$0.00
High School	\$100,000.00	\$100,000.00	\$0.00	\$0.00
HS Replace Phone System	\$100,000.00	\$100,000.00	\$0.00	\$0.00
Middle School	\$110,000.00	\$110,000.00	\$0.00	\$0.00
MS Replace Phone System	\$50,000.00	\$50,000.00	\$0.00	\$0.00
Woodshop Roofing	\$60,000.00	\$60,000.00	\$0.00	\$0.00
Robert Down	\$315,000.00	\$315,000.00	\$0.00	\$0.00
RD Exterior Painting & Dry Rot Repair (Series A)	\$135,000.00	\$135,000.00	\$0.00	\$0.00
RD Playground Structures (Series A)	\$100,000.00	\$100,000.00	\$0.00	\$0.00
VCT Flooring Replacement	\$80,000.00	\$80,000.00	\$0.00	\$0.00
Grand Total	\$6,000,000.00	\$6,000,000.00	\$2,104,958.11	\$313,015.05

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

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

SUBJECT: Future Agenda Items

DATE: June 17, 2021

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the June 17, 2021 Regular Board Meeting:

- Board requested a renewed discussion about District solar panels (Fall 2021)
- Added February 4, 2021: Return of affordable housing at a later date when more information becomes available (Fall 2021)
- Added March 4, 2021: A Board member requested a study about making ethnic studies a graduation requirement
- Added March 18, 2021: Return of Foreign Language Program (Fall 2021)
- Added June 3, 2021: Board requested information about eco-friendly tools, products and supplies