

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

Trustees

*John Paff, President
Brian Swanson, Clerk
Debbie Crandell
Cristy Dawson
Jon Walton
Adrian Clark*

DATE: Thursday, August 22, 2019

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

LOCATION: 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

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. Potential Litigation (1 case) [Government Code § 54956.9]
- 2. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
- 3. Contract Regarding Student Placement

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Potential Litigation (1 case) [Government Code § 54956.9]
2. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
3. Contract Regarding Student Placement

B. Pledge of Allegiance

IV. PRESENTATION

The Pacific Grove Women's Golf Club will present two checks to the Pacific Grove Board of Education.

V. COMMUNICATIONS

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

VI. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

VII. CONSENT AGENDA

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

- A. Minutes of June 20, 2019 Board Meeting
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #1
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #1.

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- C. Classified Assignment Order #1 21
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #1.
- D. Acceptance of Donations 25
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve acceptance of the donations referenced below.
- E. Out of County or Overnight Activities 26
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve or receive the request as presented.
- F. Cash Receipts Report No. 6 and No. 1 29
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.
- G. Revolving Cash Report No. 6 32
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.
- H. Warrant Schedules No. 609 and No. 610 34
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.
- I. Acceptance of Quarterly Treasurer's Report 37
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board accept the Quarterly Treasurer's Report for the quarter ending June 30, 2019.
- J. Contract for Services with David Sonderegger for E-Rate Filing Services 53
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 2019-2020 fiscal year.
- K. Contract for the 2019-20 Audit of the District Financial Statements with Eide Bailly 55
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the contract for the 2019-20 audit of the District financial statements with Eide Bailly.
- L. Agreement for Distribution of P.G. P.R.I.D.E Grant Funds 76
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the Agreement for Distribution of P.G. P.R.I.D.E Grant Funds.

- M. Contract for Services with Jet Mulch Inc. 80
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.
- N. Contract for Services with Monterey Bay Pest Control 85
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 pest control problems district-wide for the 2019-2020 school year.
- O. Contract for Services with Psyched Services 89
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with Psyched Services.
- P. Contract for Services with Cinnamon Hills Youth Crisis Center 92
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with Cinnamon Hills Youth Crisis Center for tuition for non-public school placement.
- Q. Contract for Services with SIRUS Systems 95
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with SIRAS Systems.
- R. Contract for Services with Dr. Tchicaya Missamou at Pacific Grove High School 98
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Dr. Tchicaya Missamou at Pacific Grove High School for keynote speaking.
- S. Contract for Services with DJ Dan- Disc Jockey 100
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with DJ Dan as a Disc Jockey at Pacific Grove High School.
- T. Agreement for Services with ArbiterPay 102
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the agreement with ArbiterPay to allow the middle school and high school to pay for athletics officials for the fiscal year 2019-2020.
- U. Contract for Services with Peninsula Sports, Inc. at Pacific Grove High School 107
Recommendation: (Matt Bell, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. at Pacific Grove High School for administration of referee services for the 2019-20 school sports year.
- V. Next Generation Science Standards Toolkit for Instructional Materials Evaluation (TIME) 110
Recommendation: (Ani Silva, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the Memorandum of Understanding with Monterey County Office of Education for Next Generation Science Standards Toolkit for Instructional Materials Evaluation (TIME) training.

W. Designation of Community Human Services Representatives 114
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board approve Cristy Dawson as the Pacific Grove Unified School District Community Human Services Representative.

X. Updates to Board Policy, Regulation and Exhibit 1312.3 Uniform Complaint Procedures 115
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the revisions to Board Policy, Regulation and Exhibit 1312.3 Uniform Complaint Procedures.

Move: _____ Second: _____ Vote: _____

VIII. ACTION/DISCUSSION

A. Revisions to Board Policy 5111.1 Student Residency 140
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review and approve the revisions to Board Policy 5111.1 Student Residency.

Move: _____ Second: _____ Vote: _____

B. First Reading and/or Final Reading to Adopt Regulation 5111.1 Student Residency 153
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review as First Reading and/or Final Reading to adopt Regulation 5111.1 Student Residency.

Move: _____ Second: _____ Vote: _____

C. Agreement with American Fidelity for Section 125 Plan Service 159
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the agreement with American Fidelity for Section 125 Plan Service.

Move: _____ Second: _____ Vote: _____

D. Developer Fee Justification Study by SchoolWorks, Inc. 160
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review and approve the developer fee justification fee proposal by SchoolWorks, Inc.

Move: _____ Second: _____ Vote: _____

E. Board Calendar/Future Meetings 179
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

Move: _____ Second: _____ Vote: _____

IX. INFORMATION/DISCUSSION

- A. Review of 2018-19 Actual and 2019-20 Estimated Property Tax Revenues 181
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review the attached information regarding actual receipts of Property Tax Revenue for the 2018-19 fiscal year and projections for 2019-20 based on updated Assessed Valuation.

Board Direction: _____
- B. Review of District Enrollment Report for 2019-20 185
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review the attached information regarding enrollment for the first week of school for 2019-20.

Board Direction: _____
- C. Capital Maintenance Projects List 188
Recommendation: (Matt Kelly, Director of Facilities and Transportation; Song Chin-Bendib, Assistant Superintendent) The District Administration will be providing information for discussion on the current condition of District facilities.

Board Direction: _____
- D. Future Agenda Items 189
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.
- Affordable Housing Project Impacts to District- Property Tax (In progress)
 - Board Retreat- The Board will schedule a retreat on a Saturday with a facilitator in order to work towards Board Goals (August 2019)
 - District Field Trips Review- Continued discussion regarding the equity of field trips between the two elementary schools (Fall 2019)
 - Counseling at District Schools- Continued discussion regarding counseling services and hours offered at the school sites (Fall 2019)
 - California School Board Association Self Evaluation Survey- The Board will discuss the California School Board Association Self Evaluation Survey results (Fall 2019)
 - DARE Update- School Resource Officer Hanks will present information to the Board regarding the DARE program (September 19)
 - AP Results- The Board requested a presentation by Pacific Grove High School Administration on AP Results (Fall 2019)

Board Direction: _____

X. ADJOURNMENT

The next Regular Board meeting will be on Thursday, September 5, 2019 – Forest Grove Elementary School

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 20, 2019 – District Office

I. OPENED BUSINESS

- A. Called to Order 6:00 p.m.
- B. Roll Call
- | | |
|-------------------------|-------------------------------------|
| President: | Trustee Paff |
| Clerk: | Trustee Swanson |
| Trustees Present: | Trustee Crandell |
| | Trustee Dawson arrived at 6:15 p.m. |
| | Trustee Walton |
| Administration Present: | Superintendent Porras |
| Administration Absent: | Asst. Superintendent Chin-Bendib |
| Board Recorder: | Mandi Ackerman |

C. Adopted Agenda

Changes to the agenda include a Walk-On Out of County or Overnight Activity; Walk-On Dale Scott Addendum.

The agenda was previously corrected which included a change to the Board Meeting Minutes of June 6, 2019; change to the closed session start time from 6:30pm to 6:00 p.m.; addition of a closed session item.

MOTION Crandell/Swanson to adopt agenda as amended.

Public comment: none

Motion CARRIED 4 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

1. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2019-21; public school employer and its designated representatives: Ralph Gómez Porras, Superintendent [Gov. Code §54957.6]
2. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 6:06 p.m.

III. RECONVENED IN OPEN SESSION 7:01 p.m.

A. Reported action taken in Closed Session:

1. Conference with Labor Negotiators – Assistant Superintendent employment contract for 2019-21
2. The Board discussed this item.
2. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]

Under the closed session item of Government Code Section 54957 Public Employee Discipline/Dismissal/Release/Complaint, the Board took action to unanimously approve dismissal of 2019040755 from the Custodian I position. The dismissal is effective immediately.

B. Pledge of Allegiance

Led By: Trustee Paff

IV. COMMUNICATIONS

A. Written Communication

The Board received written communication regarding Resolution No. 1031 LGBTQ+ Pride Month.

B. Board Member Comments

Trustee Walton thanked everyone for their patience, the late nights, and the public and staff participation.

Trustee Paff volunteered at the US Open, had a good time, thanked Director of Facilities and Transportation Matt Kelly for facilitating the volunteer opportunities.

Trustee Swanson thanked Administration and staff for addressing his questions so promptly; thanked Director of Curriculum and Special Projects Ani Silva for the California Healthy Kids Survey.

Trustee Paff noted Assistant Superintendent Chin-Bendib would be absent this meeting.

C. Superintendent Report

Superintendent Porras thanked all the staff for the hard work this school year; thanked Administration for their dedication and hard work; thanked Forest Grove Elementary School Principal Buck Roggeman for his work at Summer School and noted the many compliments received from parents. Superintendent Porras also thanked Director Kelly for coordinating the volunteer opportunities at the US Open.

D. PGUSD Staff Comments (Non Agenda Items)

Director of Student Safety Barbara Martinez noted a concern expressed by parents regarding the child care program, specifically the amount of days the child care program would be open and available to parents. Martinez noted the next calendar year says 211 days, will do a cost analysis after a complete school year cycle; noted the handbook was being updated and information will be communicated to parents during parent orientation and messages to parents.

Martinez also noted the Monterey County Office of Education program Quality Matters awarded the childcare preschool \$1,000 which will be used towards professional development.

The Board discussed and asked questions briefly regarding the child care program.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Parent Debbie Beck spoke about the Adult School Child Care program, said she loved the program and noted the issues the schedule created by not being open during the full summer months as advertised.

VI. CONSENT AGENDA

- A. Minutes of June 6, 2019 Special Board Meeting
- B. Classified Assignment Order #16
- C. Cash Receipts Report No. 5
- D. Revolving Cash Report No. 5
- E. Acceptance of Donations
- F. Agreement for Legal Services for 2019-20
- G. California School Board Association Membership
- H. Approval of California School Board Association GAMUT Online Service Agreement
- I. Monterey Bay Charter School Lease Revision #14
- J. Student Services Contracts for 2019-20 School Year
- K. Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO)
- L. Contract for Services with Dovetail Learning for Toolbox Program
- M. Contract for Services with Kate Gallaway, Math Specialist for the Elementary and Middle Schools
- N. Contract for Financial Advisory Services with Dale Scott and Company
- O. Memorandum of Understanding with North Monterey County Unified School District for Independent Studies Program
- P. Lease Agreement with The WAVE Youth Program of Pacific Grove
- Q. Memorandum of Understanding with Monterey County Office of Education for Fiber Connection
- R. Revised Memorandum of Understanding with Monterey County Office of Education Advanced Edge Firewall Service for 2018-19
- S. Contract for Services with Peninsula Sports, Inc. for Pacific Grove Middle School Sports Officiating
- T. Contract for Services with Ellsworth Gregory at Pacific Grove Middle School
- U. Contract for Services with Mission Linen at Pacific Grove Middle School
- V. Contract for Services with Gary Stotz at Pacific Grove Middle School
- W. Contract for Services with Linda Vrijenhoek for Community High School
- X. Contract for Services with Discovery Charters
- Y. Contract for Services with Field of Dreams
- Z. Contract for Services with Independent Audio of the Monterey Peninsula (I.A.M.P.)
- AA. Contract for Services with M3 Environmental Consulting
- BB. Contract for Services with Monterey Bay Urgent Care
- CC. Contract for Services with Monterey Fire Extinguisher
- DD. Contract for Services with Sentry Alarm Systems
- EE. Contract for Services with ThyssenKrupp Elevator Americas for Maintenance & Repairs
- FF. Contract for Services with Topes Tree Service, Inc.

- GG. Contract for Services with Tri-County Fire Protection
- HH. Contract for Services with Uretsky Investigation Security
- II. Contract for Services with Wilson's Plumbing
- JJ. Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation
- KK. Contract for Services with Wonder Woofs K-9 Safety Dogs
- LL. Contract for Services with Casey Printing for Pacific Grove Adult School
- MM. Contract for Services with Monterey-Santa Cruz Building Trades Council Training and Education Fund
- NN. Contract for Services with Ruben Parra for Bus Driver Training
- OO. Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the Placement of Students with Disabilities in Special Day Classes for 2019-20 School Year
- PP. Acceptance of Measure A Security Camera Project – Alternate #4 District Office, Maintenance Buildings
- QQ. Contract for Services with Surveillance Grid at Pacific Grove Middle School

Trustee Walton pulled the following items, to be moved at the end of Action/Discussion: B, F, G, H, I, J, M, O, W, X, JJ, OO, PP.

MOTION Dawson/Swanson to approve consent agenda as amended.

MOTION Swanson/Dawson amended motion to also pull item KK.

Motion CARRIED 4 – 1

Public comment:

Former Trustee Beth Shammas noted the consent agenda was extremely long, said consent should be for routine items, for transparency, it's hard for the public to understand, concerned about item KK Wonder Woofs contract, asked if there was an evaluation of the program.

VIII. ACTION/DISCUSSION

A. Adoption of the District Budget for 2019-20

Trustee Paff noted Assistant Superintendent Chin-Bendib was unable to attend the meeting.

The Board briefly discussed the process including when any changes to the budget would be addressed, which would be in the first revision.

MOTION Crandell/Dawson to Adopt the District Budget for 2019-20.

Public comment: none

Motion CARRIED 5 – 0

B. Adoption of the Local Control Accountability Plan and Federal Addendum 2019-20

Trustee Paff commended Director Silva on the content and work. No changes were made.

Director Silva briefly discussed the next three year plan.

Public comment:

Beth Shammass asked if LCAP was available to the public. The Board confirmed the LCAP was available on the website under several locations, as well as at the District Office.

MOTION Dawson/Crandell to Adopt the Local Control Accountability Plan and Federal Addendum 2019-20.

Motion CARRIED 5 – 0

C. Approval of Resolution #1030 Authorizing State Preschool Contract

MOTION Crandell/Swanson to approve Resolution #1030 Authorizing State Preschool Contract.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

D. Resolution No. 1031 LGBTQ+ Pride Month

This item was brought forward at the request of the Board. The Board noted Monterey Peninsula Unified School District passed a similar resolution.

Trustee Paff noted letters received by the Board regarding this item, expressing support of the resolution, concerns about flying the flag. The Board discussed this item.

Public comment:

Parent Carolyn Swanson said she was glad to have this conversation freely, loved the resolution and wondered if the students would appreciate it; brought a Pride flag in case the District needed one.

The Board discussed the option of separating the item into two items: the Resolution and the flying of the flag.

MOTION Walton/Dawson to approve adding a second Action/Discussion item by separating this item into two Action/Discussion Items: Item 1: Resolution No. 1031 LGBTQ+ Pride Month; Item 2: Flying the Pride Flag at the District Office for the last week of June 2019.

Motion CARRIED by roll call vote 5 – 0

MOTION Paff/Crandell to approve Resolution No. 1031 LGBTQ+ Pride Month with the following line removed: “and directs the Superintendent to fly a Pride Flag at the District Office for the last week of June to show solidarity with the LGBTQ+ community.”

Motion CARRIED by roll call vote 5 – 0

MOTION Walton/Dawson to fly a Pride Flag at the District Office for the last week of June.

Motion CARRIED by roll call vote 3 – 2

Trustee Paff read the resolution in full.

E. Update to Board Policy and Regulation 1321 Solicitation of Funds

Trustee Walton noted two edits needed, amending two sentences to include how the funds were distributed. Directed Administration to add into the policy.

MOTION Dawson/Swanson to approve the Update to Board Policy and Regulation 1321 Solicitation of Funds with changes.

Public comment: none

Motion CARRIED 5 – 0

F. Updates to Board Policy and Exhibit 2140 Evaluation of Superintendent

MOTION Crandell/Dawson to approve the Updates to Board Policy and Exhibit 2140 Evaluation of Superintendent.

Public comment: none

Motion CARRIED 5 – 0

G. Updates to Board Bylaw 9322

The Board discussed this item, asked questions.

Public comment:

Beth Shammas noted this was a good example to add to the Board Self Evaluation; noting how a member of the public requests an item on the agenda; said it helped the Board feel the climate of the community.

MOTION Crandell/Dawson to approve the Updates to Board Bylaw 9322.

Motion CARRIED 5 – 0

H. Job Description Replacement – Technology Systems Coordinator

Director of Human Resources Billie Mankey presented information to the Board. The Board discussed this item.

Administration and the Board congratulated Director of Technology Bruce Cates on his retirement and years of service.

MOTION Crandell/Dawson to approve the Job Description Replacement – Technology Systems Coordinator.

Public comment: none

Motion CARRIED 5 – 0

I. Approval of the Assistant Superintendent's 2019-2021 Contract

MOTION Paff/Crandell to approve the Assistant Superintendent's 2019-2021 Contract.

Public comment: none

Motion CARRIED 5 – 0

J. Walk-On Out of County or Overnight Activity

Trustee Paff directed Administration to remind staff to submit Out of County or Overnight Activities requests in advance and avoid Walk-On items.

MOTION Dawsib/Crandell to approve the Walk-On Out of County or Overnight Activity.

Public comment: none

Motion CARRIED 5 – 0

K. Walk-On Dale Scott Addendum

Superintendent Porras presented information to the Board and the Board discussed this item.

The Board noted to add the Compensation paragraph from the Dale Scott Agreement to the Addendum “Except as noted, payment of all fees and expenses...”.

Public comment:

Forest Grove Elementary School Principal Buck Roggeman said sites will encourage staff to participate in the staff survey so their voices can be heard.

MOTION Dawsib/Crandell to approve the Walk-On Dale Scott Addendum.

Motion CARRIED 5 – 0

L. Board Calendar/Future Meetings

No action taken.

M. Consent Item B: Classified Assignment Order #16

Trustee Walton revisited the idea of balancing the budget by not filling positions. Director of Human Resources Billie Mankey discussed with the Board.

MOTION Walton/Crandell to approve the Classified Assignment Order #16.

Public comment: none

Motion CARRIED 5 – 0

N. Consent Item F: Agreement for Legal Services for 2019-20

Trustee Walton expressed concerns that there is no mention of a term or “not to exceed” amount on the agreement. The Board discussed this item.

The Board directed Administration to provide a quarterly update on legal fees total.

Public comment:

Beth Shammass noted the Assistant Superintendent projects the amount for legal services when creating the budget; said the Board dropped Lozano Smith services years ago and then went back to Lozano Smith.

MOTION Walton/Crandell to approve the Agreement for Legal Services for 2019-20.

Motion CARRIED 5 – 0

O. Consent Item G: California School Board Association Membership

The Board questioned the value of this membership. The Board discussed this item.

MOTION Dawson/Crandell to approve the California School Board Association Membership.

Public comment: none

Motion CARRIED 5 – 0

P. Consent Item H: Approval of California School Board Association GAMUT Online Service Agreement

The Board questioned the value of this membership. The Board discussed this item.

MOTION Dawson/Crandell to approve the California School Board Association GAMUT Online Service Agreement.

Public comment: none

Motion CARRIED 5 – 0

Q. Consent Item I: Monterey Bay Charter School Lease Agreement Revision #14

Trustee Walton asked about David Avenue site improvement needs. Director of Facilities and Transportation Matt Kelly briefly addressed short term and long term improvements.

MOTION Walton/Dawson to approve the Monterey Bay Charter School Lease Agreement Revision #14.

Public comment: none

Motion CARRIED 5 – 0

R. Consent Item J: Student Services Contracts for the 2019-20 School Year

The Board asked why the contracts for this department were combined into one Consent Item. Director of Student Services Clare Davies said it was past practice and that going forward they would be separated out. The Board discussed this item.

MOTION Dawson/Crandell to approve the Student Services Contracts for the 2019-20 School Year.

Public comment: none

Motion CARRIED 5 – 0

S. Consent Item M: Contract for Services with Kate Gallaway, Math Specialist for the Elementary and Middle Schools

The Board asked about the need for a math specialist. Director of Curriculum and Special Projects Ani Silva addressed the question. The Board discussed this item.

MOTION Crandell/Swanson to approve the Contract for Services with Kate Gallaway, Math Specialist for the Elementary and Middle Schools.

Public comment: none

Motion CARRIED 4 – 1

MOTION Dawson/Paff to extend the meeting until 11:00 p.m.

Public comment: none

Motion CARRIED 4 – 1

T. Consent Item O: Memorandum of Understanding with North Monterey County Unified School District for Independent Studies Program

Trustee Walton asked if the District was required to provide an Independent Studies Program. Trustee Swanson noted he met with Luke Samuels of Independent Study and said he and the program were incredible. The Board discussed this item.

MOTION Dawson/Crandell to approve Memorandum of Understanding with North Monterey County Unified School District for Independent Studies Program.

Public comment: none

Motion CARRIED 5 – 0

U. Consent Item W: Contract for Services with Linda Vrijenhoek for Community High School

Trustee Walton asked about tutors. Trustee Dawson does not support this contract. The Board discussed this item.

Public comment:

Parent Carolyn Swanson noted the Special Education perspective, saying the Board may be looking at this too simply, that this can save the District money.

MOTION Walton/Swanson to approve the Contract for Services with Linda Vrijenhoek for Community High School.

Motion CARRIED 4 – 1

V. Consent Item X: Contract for Services with Discovery Charters

Trustee Walton noted he loved field trips but was concerned about the budget, and wanted to see the impact to the general fund. The Board discussed this item with Director Kelly.

MOTION Walton/Dawson to approve the Contract for Services with Discovery Charters.

Public comment: none

Motion CARRIED 5 – 0

W. Consent Item JJ: Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation

MOTION Walton/Dawson to approve the Memorandum of Understanding with Salinas City Elementary School District for Field Trips and Athletics Transportation.

Public comment: none

Motion CARRIED 5 – 0

X. Consent Item KK: Contract for Services with Wonder Woofs K-9 Safety Dogs

The Board discussed this item with Robert Down Elementary School Principal Sean Keller, Pacific Grove High School Principal Shane Steinback, Director of Student Safety Barbara Martinez.

Public comment:

Beth Shammass spoke about Wonder Woofs.

MOTION Paff/Crandell to approve the Contract for Services with Wonder Woofs K-9 Safety Dogs.

Motion CARRIED 5 – 0

Y. Consent Item OO: Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the Placement of Students with Disabilities in Special Day Classes for 2019-20 School Year

MOTION Dawson/Crandell to approve the Memorandum of Understanding between Pacific Grove Unified School District and Carmel Unified School District for the Placement of Students with Disabilities in Special Day Classes for 2019-20 School Year.

Public comment: none

Motion CARRIED 5 – 0

Z. Consent Item PP: Acceptance of Measure A Security Camera Project – Alternate #4 District Office, Maintenance Buildings

MOTION Dawson/Crandell to approve the Measure A Security Camera Project – Alternate #4 District Office, Maintenance Buildings.

Public comment: none

Motion CARRIED 5 – 0

VIII. INFORMATION/DISCUSSION

A. Future Agenda Items

Affordable Housing Project Impacts to District- Property Tax (In progress)
District Field Trips Review (August 2019)
Board Retreat (August 2019)
Counseling at District Schools (Fall 2019)
California School Board Association Self Evaluation Survey (Fall 2019)
DARE Update (Fall 2019)
Discipline Discussion (Fall 2019)
Preschool Daycare Calendar (Fall 2019)

Trustee Dawson requested AP results in the fall.

Trustee Crandell requested the California Healthy Kids Survey be brought back in the fall for further review.

Trustee Paff noted the future agenda items are vague and recommended adding more information. The Board directed Administration to add a quarterly review of legal services costs.

Superintendent Porras asked about a Board retreat in August with an outside facilitator, noted he would check dates for August.

IX. ADJOURNED

10:48 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Certificated Assignment Order #1

DATE: August 22, 2019

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

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RECOMMENDATION:

The administration recommends adoption of Certificated Assignment Order #1.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1
August 22, 2019**

Page 2 of 3

NEW HIRE:

Kate Miller, PGAS Parent Education (Preschool Program), part-time, hourly, 4 hrs./day, according to the PGAS work calendar, Column C, Step 7 effective August 7, 2019 (replaces Catherine Broz and Larise Baker) Minimum placement is unofficial until official records are received and verified)

Lysa Filcek, FGE/RDE Itinerant RSP Teacher, 1.0 FTE, Column IV, Step 3+MA effective August 1, 2019 and replacing Pam Smith

Kimberly Oronos, FGE Speech and Language Pathologist, 1.0 FTE, Column IV, Step 6+MA effective August 1, 2019 and replacing Aina Gessaman

Mariel Rosales-Levi, PGHS Spanish/EL Teacher, 1.0 FTE, Column III, Step 10 effective August 1, 2019 and replacing sections from Kathy Buller, Janine Olin, and Desma Johnson

Margot Samuels, PGHS French Teacher, part time 0.60 FTE, Column IV, Step 8+MA effective August 1, 2019 and replacing Janine Olin

TEMPORARY NEW HIRE:

Shauna Cooper, RDE, Fourth Grade Teacher, Temporary, 1.0 FTE, Column I, Step 10 effective August 1, 2019 through May 29, 2020 only (replaces Juliana Dacuyan LOA)

Ricky Calbalza, Transition Program Job Share, 0.40 FTE, Column II, Step 1, 185 day work year calendar, effective September 3, 2019 through May 29, 2020 only (replaces Lorraine Gonzales) Special Education Funding

April McMillan, FGE, Special Education Teacher, Temporary, 1.0 FTE, Column V, Step 10, effective August 1, 2019 through May 29, 2020 only (replaces Glynis Barrett LOA)

TEMPORARY RE-HIRE:

Jennifer Erickson, PGHS, CTE Culinary Arts Teacher, Temporary, 1.0 FTE, Column III, Step 6, effective August 2, 2019 through May 29, 2020 only

Tony Payan, PGHS, CTE Sports Medicine Teacher, Temporary, 0.60 FTE, Column VI, Step 9 + Doctoral, effective August 2, 2019 through May 29, 2020 only

Matt Kelly, PGHS, CTE Art Teacher, Temporary, 0.60 FTE, Column VI, Step 26, effective August 2, 2019 through May 29, 2020 only

Celia Lara, CTE Photography Teacher, Temporary, 0.60 FTE Column VI, Step 8+MA, effective August 2, 2019 through May 29, 2020 only

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1
August 22, 2019**

Page 3 of 3

TEMPORARY RE-HIRE, Continued:

Andrew Bradley, District Teacher on Special Assignment, Digital Learning, Temporary, Full-time, 1.0 FTE, Column VI, Step 2, + MA effective August 2, 2019 through May 29, 2020 only

TRANSFER/CHANGE OF ASSIGNMENT:

Christina Luciano, RDE, involuntary transfer from Kindergarten to 1st Grade, effective August 2, 2019 and replaces Page Gilmore

Page Gilmore, RDE, involuntary transfer from 1st Grade to 2nd Grade, effective August 2, 2019 and replacing retiree Nancy Spade

Steve Ibrahim, RDE, voluntary transfer from 4th Grade to 3rd Grade, effective August 2, 2019 based on student enrollment numbers from 2nd Grade to 3rd Grade

2019-20 PGHS Department Chairs, paid according to the PGTA Bargaining Agreement, base amount \$300 with an additional \$20 increment per section

Employee	Department Chair Assignment	Total Sections	Fund	Total
Jenn Erickson	CTE	17	GF	\$640
Jenna Hall	English	29	GF	\$880
Desma Johnson	World Languages	18	GF	\$660
Donna O'Donnell	PE	9	GF	\$480
Nick Lackey	SPED	20	GF	\$700
Adrienne D'Amico	Science	10	GF	\$350
Amanda Mello		10		\$350
Justice Grate	Social Sciences	25	GF	\$800
Isaac Rubin	Math	26	GF	\$820

RETIREMENT;

Joy Steinecke, PGAS Community Ed Instructor, retires effective June 6, 2019 with 2.5 years of successful employment with the Pacific Grove Unified School District

RESIGNATION:

Andres Rodriguez, PGMS Soccer Coach resigns effective June 25, 2019

SUBSTITUTE:

Emily Hardin
William Hurst
Dennis Johnson

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

SUBJECT: Classified Assignment Order #1

DATE: August 22, 2019

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

Page 1 of 4

RECOMMENDATION:

The administration recommends adoption of Classified Assignment Order #1

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 1
August 22, 2019**

Page 2 of 4

NEW HIRE:

Staphany Arriola, PGMS Instructional Assistant (P.E.), part-time, 25.5 hrs./week, 180 day work calendar, Range 30 Step B effective August 7, 2019 (replaces Wendi Roland)

Desiree Babas, CHS, Administrative Assistant II, part-time, 5 hrs./day/5 days per week, 10.5 month work calendar, Range 35, Step E effective July 22, 2019 (replaces Johanna Biondi)

Giacomo (Jacob) Paoletti, PGMS Instructional Assistant Special Education, part-time, 6 hrs./day/5 days/week, 180 day work calendar, Range 31, Step B effective August 7, 2019 (replaces retiree Melanie O'Neil)

Marshall Goldman, PGAS, Child Development Program Instructional Assistant part-time 5 hrs./day/5 days/week according to the CDC program calendar, Range 30, Step B effective August 7, 2019 (replaces Sandra Dorantes)

Christie Manley, FGE, Instructional Assistant Special Education, part-time 5 hrs./day/5 days/week, 180 day work calendar, Range 31, Step D effective August 7, 2019 (replaces Michelle Haney)

ADDITIONAL ASSIGNMENT:

Danielle Groshong, FGE, Instructional Assistant (Title I), 3.75 hrs./3 days/week, 180 day work calendar, Range 31, Step B, effective August 7, 2019 (replaces Lena Moore)

Danielle Groshong, FGE, Noon Duty, 1 hr./day, 180 day work calendar, Range 31, Step B, effective August 7, 2019 (replaces Marisa Rodriguez-Tegerdal)

CHANGE OF ASSIGNMENT/PROMOTION/TRANSFER:

April Gabriel, Special Education Preschool, Paraprofessional, Range 37, Step E, 6 hrs./day/180 day work calendar voluntary transfer to RDE, Paraprofessional, Range 37, Step E, 6 hrs./day/180 day work calendar, effective August 7, 2019 (replaces Breanna Casas)

Silvia Gil, PGAS, Parent Education Preschool (Dual Language Program) Instructional Assistant, Range 30, Step C, 3 hrs./day, 180 day work calendar voluntary transfer to Parent Education Preschool (Pine Avenue Program), Range 30, Step C, 3 hrs./day, 180 day work calendar effective August 7, 2019 (Replaces Kristin Rianda)

Jonathan Mejia, from PGHS Computer Lab Instructional Tech II, full-time 8 hrs./day/10 month work calendar to Technology Systems Coordinator, full-time 222 day annual work calendar, Management Salary Schedule Step 1, effective August 5, 2019

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 1
August 22, 2019**

Page 3 of 4

SHORT-TERM, AFTERSCHOOL ENRICHMENT FALL I, September 3, 2019 through October 10, 2019, \$30 per hour paid per timesheet, and based on sufficient enrollment (self-funded program)

Instructor	Course	Total Hours	Start	End	Classes per Session
Ritika Kumar	Ceramics (Tues/RDE) Grades 2-5	6	Sept. 3	Oct. 8	6
Ritika Kumar	Yoga (Weds/RDE) Grades 1-5	6	Sept. 4	Oct. 9	6
David Peelo	Chess (Tues/RDE) Grades 2-5	6	Sept. 3	Oct. 8	6
Maria Dawson	Theatre Arts (Mon/RDE) Grades 1-3	6	Sept. 9	Oct. 7	5
Maria Dawson	Theatre Arts (Weds/RDE) Grades 3-5	6	Sept. 4	Oct. 9	6
Lisa Lavin	Ukulele 1 (Thur./FGE) Grades 4-5	6	Sept. 5	Oct. 10	6
Florencia Wong Davi	Beginning Ballet (Thurs./RDE) Grades 1-2	6	Sept. 5	Oct. 10	6
Florencia Wong Davi	Jazz and Hip Hop (Weds./FGE) Grades 1-3	6	Sept. 4	Oct. 9	6
Kenton Hoppas	Comic Book (Tues/FGE) Grades 4-5	6	Sept. 3	Oct. 8	6

RESIGNATION:

Brandi Teneyuque, PGMS Paraprofessional, 6.5 hours/day/180 day work calendar resigns effective June 16, 2019

Breanna Casas, RDE Paraprofessional, 6 hours/day/180 day work calendar resigns effective May 31, 2019

Aisling Maher, PGMS Paraprofessional, 7 hours/day/180 day work calendar resigns effective July 26, 2019

RETIREMENT:

Lisa Stacks, District Transportation Foreman, retires after 23 years of successful service in the Pacific Grove Unified School District, effective December 31, 2019

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 1
August 22, 2019**

Page 4 of 4

SUBSTITUTE:

Barbara Thornbury

Shanna Bird, Occupational Therapist, Range 7, Full-time, 8 hrs./day 4 days a week August 1, 2019 through December 6, 2019 only (replacing Megan Roach on LOA)

Amy Killet, FGE Long Term Sub Instructional Assistant (Title 1), 1.5 hrs./day, paid per timesheet, Range 31, Step A, August 7, 2019 through May 29, 2020 only (replacing Sue Ellzey on LOA)

Dana Jones, FGE Long Term Sub Noon Duty, 1 hr./day, paid per timesheet, Range 30, Step C, August 7, 2019 through May 29, 2020 only (replacing Sue Ellzey on LOA)

Daniel Schwartz, RDE Long Term Sub, Computer Lab Instructional Tech II, Range 33, Step B, 8 hrs./day July 30, 2019 through June 4, 2020 only (replacing Andrew Bradley, TOSA)

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Acceptance of Donations

DATE: August 22, 2019

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

Family of Thomas Bristol

School supplies, backpacks, and lunch boxes for students in need

Robert H. Down Elementary School

Benevity Community Impact Fund

\$720.75 (LEGO robotics)

Pacific Grove Middle School

PG Music Boosters

\$2,259.12 (music transportation)

Pacific Grove High School

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

PGTA

\$250 (retirement party)

CSEA

\$150 (retirement party)

Ref: Donations

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

SUBJECT: Out of County or Overnight Activities

DATE: August 22, 2019

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

RECOMMENDATION:

The Administration recommends that the Board approve or receive the request as presented.

BACKGROUND:

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

INFORMATION:

The attached list identifies an overnight/Out of County/State trip(s) being proposed by a school site at this time.

FISCAL IMPACT:

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

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

<u>DATE</u>	<u>STUDENTS/CLASS</u>			
<u>DESTINATION</u>	<u>ACTIVITY</u>	<u>TRANSPORTATION</u>	<u>COST</u>	<u>FUNDING SOURCE</u>
September 13, 2019	PGHS Cross Country Team	Auto	\$1,250	HS Athletics
North Tahoe High School	Cross Country Track Meet			
Tahoe City, CA				

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
REQUEST FOR OFF CAMPUS ACTIVITY**

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. ^{I understand.}

Date of Activity 09/13/2019 Day of Activity Friday

Location of Activity North Tahoe High School City Tahoe City County Placer

School PG High School Class or Club Cross Country Team Grade Level/s 9-12

School Departure Time 6:00 AM

Pickup Time from Place of Activity 9:00 AM

Name of Employee Accompanying Students Steve Watkins

Number of Adults 3 Number of Students 15

Description of Activity/Educational Objective
Cross country meet, students hosted by North Tahoe HS Families. Adults staying in motel.

List All Stops Sacramento, 9-14-19 for lunch, Tahoe City for meet, Stockton for lunch on the way home, 9-14-19

Means of Transportation: Auto*

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

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

Cost of Activity \$ 950 + Cost of Transportation \$ 300 = Total \$ 1,250.00

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

Account Code: Wells Fargo Bank Athletics Account - Cross Country #1965169244/402

Requested by: Steve Watkins / Steve Watkins Date 06/13/2019
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 06/13/2019

Transportation Department/District Office Use

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

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval 08/22/2019

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

SUBJECT: Cash Receipts Report No. 6 and No. 1

DATE: August 22, 2019

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 June 12, 2019 through June 30, 2019 and July 1, 2019 through August 12, 2019.

INFORMATION:

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

PGUSD CASH RECEIPTS BOARD REPORT # 6

June 12, 2019- June 30, 2019

Date	Num	Name	Account	Amount
Jun 12 - 30, 19				
06/12/2019	19796	RETIREE INSURANCE	RETIREE INSURANCE	603.58
06/12/2019	19797	Forest Grove Elementary	FIELD TRIP	1,594.70
06/12/2019	19798	Intercare Holding Insurance	WORKERSCOMP	1,966.45
06/12/2019	19799	Maria Rivera	INS PAYMENT	200.00
06/12/2019	19800	Fran Castorina	INS PAYMENT	343.67
06/12/2019	19801	STATE OF CALIFORNIA	SP ED	1,511.60
06/12/2019	19802	ADULT EDUCATION	ADULT EDUCATION	4,955.00
06/12/2019	19803	TEXTBOOKS	TEXT BOOK FEES	469.68
06/12/2019	19804	PGMS LIBRARY	LIBRARY FINES/FEES	159.00
06/13/2019	19805	RETIREE INSURANCE	RETIREE INSURANCE	2,681.00
06/13/2019	19806	ADULT EDUCATION	CREDIT CARD SALES	36,129.45
06/18/2019	19807	TEXTBOOKS	TEXT BOOK FEES	355.00
06/18/2019	19808	TEXTBOOKS	TEXT BOOK FEES	16.00
06/18/2019	19809	TEXTBOOKS	TEXT BOOK FEES	89.00
06/18/2019	19810	NMCUSD	FACILITIES	601.00
06/18/2019	19811	STATE OF CALIFORNIA	SP ED	3,729.62
06/18/2019	19812	BASRP-FG	BASRP	17,322.00
06/18/2019	19813	BASRP-RD	BASRP	19,474.00
06/18/2019	19814	BASRP-FG	BASRP	245.50
06/18/2019	19815	BASRP-RD	BASRP	240.00
06/18/2019	19816	BASRP-FG	BASRP	45.00
06/19/2019	19817	ADULT EDUCATION	ADULT EDUCATION	3,367.00
06/19/2019	19818	ADULT EDUCATION	CREDIT CARD SALES	30,306.00
06/19/2019	19819	REV TRAK	ADULT EDUCATION	7,158.73
Jun 12 - 30, 19				<u>133,562.98</u>

PGUSD CASH RECEIPTS BOARD REPORT # 1

July 1, 2019- August 12, 2019

Date	Num	Name	Account	Amount
Jul 1 - Aug 12, 19				
07/09/2019	19820	RETIREE INSURANCE	RETIREE INSURANCE	48,939.62
07/10/2019	19821	Carmel Unified School Dist	SP ED	182,804.08
07/10/2019	19823	STATE OF CALIFORNIA	CAFETERIA	1,398.23
07/10/2019	19824	PGHS	Music Program	15.00
07/10/2019	19825	TEXTBOOKS	TEXT BOOK FEES	288.50
07/10/2019	19826	TEXTBOOKS	TEXT BOOK FEES	245.00
07/10/2019	19827	ASE - After School Enrichment	Class Fees	120.00
07/10/2019	19828	TEXTBOOKS	TEXT BOOK FEES	199.00
07/10/2019	19829	RETIREE INSURANCE	RETIREE INSURANCE	1,779.00
07/10/2019	19830	KEENAN AND ASSOC	SPECIAL RESERVE	25,000.00
07/10/2019	19831	Santa Cruz COE	MAA	10,437.70
07/10/2019	19832	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,230.83
07/10/2019	19833	MCOE	REIMBURSEMENT	600.00
07/10/2019	19834	PGTA	DONATION	250.00
07/10/2019	19835	CSEA	DONATION	150.00
07/10/2019	19836	Maria Rivera	INS PAYMENT	200.00
07/10/2019	19837	Facilitron	FACILITIES	1,183.15
07/10/2019	19838	STATE OF CALIFORNIA	SP ED	1,694.94
07/10/2019	19822	STATE OF CALIFORNIA	CAFETERIA	21,470.08
07/17/2019	19839	BASRP-FG	BASRP	4,763.00
07/17/2019	19840	BASRP-RD	BASRP	5,172.00
07/17/2019	19841	BASRP-RD	BASRP	210.00
07/17/2019	19842	BASRP-RD	BASRP	24.00
07/17/2019	19843	ADULT EDUCATION	ADULT EDUCATION	18,366.82
07/17/2019	19844	ADULT EDUCATION	ADULT EDUCATION	6,745.10
07/18/2019	19845	REV TRAK	ADULT EDUCATION	3,585.42
07/24/2019	19846	KEENAN AND ASSOC	SPECIAL RESERVE	25,000.01
07/24/2019	19847	KEENAN AND ASSOC	SPECIAL RESERVE	224,999.99
07/24/2019	19848	US BANK	REFUND	258.58
07/24/2019	19849	PGHS ASB	PAYROLL	1,600.00
07/24/2019	19850	PG MUSIC BOOSTERS	Music Program	2,259.12
07/24/2019	19851	MBCS/Monterey Bay Charter School	UTILITIES	1,981.07
07/24/2019	19852	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,230.83
07/24/2019	19853	Robert Down Elementary	DONATION	720.75
07/24/2019	19854	Santa Cruz COE	MAA	9,143.68
07/24/2019	19855	Fran Castorina	INS PAYMENT	343.67
07/24/2019	19856	ADULT EDUCATION	ADULT EDUCATION	870.00
07/24/2019	19857	ADULT EDUCATION	ADULT EDUCATION	1,000.00
07/24/2019	19858	RETIREE INSURANCE	RETIREE INSURANCE	9,014.74
07/24/2019	19859	REV TRAK	ADULT EDUCATION	786.52
08/09/2019	19860	MISC	MISC	36.00
08/09/2019	19861	STATE OF CALIFORNIA	CAFETERIA	193.29
08/09/2019	19862	STATE OF CALIFORNIA	CAFETERIA	1,916.07
08/09/2019	19863	STATE OF CALIFORNIA	PRESCHOOL	29,755.00
08/09/2019	19864	Facilitron	custodial	277.20
08/09/2019	19865	CHS	GRANT	5,000.00
08/09/2019	19866	Tulua, Sulliana	INVESTIGATIONS	250.00
08/09/2019	19867	TEXTBOOKS	TEXT BOOK FEES	120.00
08/09/2019	19868	TEXTBOOKS	TEXT BOOK FEES	200.00
08/09/2019	19869	Maria Rivera	INS PAYMENT	200.00
08/09/2019	19870	STATE OF CALIFORNIA	SP ED	25.44
08/09/2019	19871	TEXTBOOKS	TEXT BOOK FEES	110.00
08/09/2019	19872	TEXTBOOKS	TEXT BOOK FEES	135.00
08/09/2019	19873	TEXTBOOKS	TEXT BOOK FEES	110.00
08/09/2019	19874	ADULT EDUCATION	ADULT EDUCATION	2,080.00
08/09/2019	19875	ADULT EDUCATION	ADULT EDUCATION	3,017.50
08/09/2019	19876	RETIREE INSURANCE	RETIREE INSURANCE	2,583.00
Jul 1 - Aug 12, 19				696,088.93

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

SUBJECT: Revolving Cash Report No. 6

DATE: August 22, 2019

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 June 12, 2019 through June 30, 2019.

INFORMATION:

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

PGUSD REVOLVING CASH

BOARD REPORT # 6

June 12, 2019 - June 30, 2019

Date	Num	Name	Account	Amount
Jun 12 - 30, 19				
06/12/2019	5421	Laurel Weingand	ADULT EDUCATION	-250.00
06/12/2019	5422	Samantha Smith	CAFETERIA	-11.25
06/12/2019	5423	Resha Jadeja	TEXT BOOK FEES	-12.00
06/12/2019	5424	Margarita Hunter	ADULT EDUCATION	-90.00
06/12/2019	5425	Lisa Haines	CAFETERIA	-22.00
06/13/2019	5426	Denise Wollenberg	ADULT EDUCATION	-110.00
06/13/2019	5427	Suhad Paci	TEXT BOOK FEES	-45.00
06/30/2019		ANALYSIS CHARGE	none	-238.61
Jun 12 - 30, 19				<u>-778.86</u>

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

SUBJECT: Warrant Schedule No. 609 and No. 610

DATE: August 22, 2019

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 June 1, 2019 through July 30, 2019.

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. 609

Warrants- Payroll

JUNE 2019

Certificated-	Regular 06/05/19	\$	0
	Regular 06/10/19	\$	81,965.39
	Regular 06/14/19	\$.14
	Regular 06/29/19	\$	286,926.55

<u>Total Certificated</u>	\$	<u>368,892.08</u>
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Other-	Regular 06/05/19	\$	0
	Regular 06/10/19	\$	4,526.52
	Regular 06/14/19	\$	0
	Regular 06/29/19	\$	21,297.14

<u>Total Other</u>	\$	<u>25,823.66</u>
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Classified-	Regular 06/05/19	\$	2,625.06
	Regular 06/10/19	\$	7,750.32
	Regular 06/14/19	\$	0
	Regular 06/29/19	\$	442,418.88

<u>Total Classified</u>	\$	<u>452,794.26</u>
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<u>TOTAL PAYROLL</u>	\$	<u>847,510.00</u>
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Warrants- AP

Warrants <u>12485200</u> through <u>12485232</u>	(06/04/19)	\$	<u>29,043.03</u>
Warrants <u>12485958</u> through <u>12485974</u>	(06/06/19)	\$	<u>30,197.46</u>
Warrants <u>12486824</u> through <u>12486854</u>	(06/11/19)	\$	<u>48,911.56</u>
Warrants <u>12488112</u> through <u>12488143</u>	(06/13/19)	\$	<u>53,300.98</u>
Warrants <u>12489114</u> through <u>12489130</u>	(06/18/19)	\$	<u>21,859.48</u>
Warrants <u>12489727</u> through <u>12489741</u>	(06/20/19)	\$	<u>33,039.10</u>
Warrants <u>12491565</u> through <u>12491585</u>	(06/25/19)	\$	<u>79,736.91</u>
Warrants <u>12492527</u> through <u>12492545</u>	(06/27/19)	\$	<u>102,425.20</u>

<u>TOTAL WARRANTS</u>	\$	<u>1,246,023.72</u>
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PACIFIC GROVE UNIFIED SCHOOL DISTRICT

WARRANT SCHEDULE NO. 610

Warrants- Payroll

JULY 2019

Certificated-	Regular 07/05/19	\$	0
	Regular 07/10/19	\$	61,432.07
	Regular 07/15/19	\$	137.00
	Regular 07/31/19	\$	227,691.95

<u>Total Certificated</u>	\$	<u>289,261.02</u>
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Other-	Regular 07/05/19	\$	0
	Regular 07/10/19	\$	8,303.85
	Regular 07/15/19	\$	0
	Regular 07/31/19	\$	656.67

<u>Total Other</u>	\$	<u>8,960.52</u>
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Classified-	Regular 07/05/19	\$	0
	Regular 07/10/19	\$	163,887.65
	Regular 07/15/19	\$	725.90
	Regular 07/31/19	\$	388,263.88

<u>Total Classified</u>	\$	<u>552,877.43</u>
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<u>TOTAL PAYROLL</u>	\$	<u>851,098.97</u>
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Warrants- AP

Warrants <u>12493807</u> through <u>12493827</u>	(07/02/19)	\$	<u>42,063.06</u>
Warrants <u>12494672</u> through <u>12494716</u>	(07/09/19)	\$	<u>74,321.23</u>
Warrants <u>12495255</u> through <u>12495293</u>	(07/11/19)	\$	<u>41,920.18</u>
Warrants <u>12496178</u> through <u>12496253</u>	(07/16/19)	\$	<u>90,247.81</u>
Warrants <u>12496834</u> through <u>12496846</u>	(07/18/19)	\$	<u>107,642.29</u>
Warrants <u>12497457</u> through <u>12497471</u>	(07/23/19)	\$	<u>47,445.65</u>
Warrants <u>12498794</u> through <u>12498813</u>	(07/30/19)	\$	<u>331,211.60</u>

<u>TOTAL WARRANTS</u>	\$	<u>1,585,950.79</u>
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- ☒ Consent
- ☐ Information/Discussion
- ☐ Action/Discussion

SUBJECT: Acceptance of Quarterly Treasurer's Report

DATE: August 22, 2019

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

RECOMMENDATION:

The Administration recommends that the Board accept the Quarterly Treasurer's Report for the quarter ending June 30, 2019.

BACKGROUND:

Government Code 53646 requires that a quarterly report be made to the Board to identify the investments within which the District's funds are maintained until needed for expenditures. The District pools its revenues with other districts in the County and deposits them with the Monterey County Treasurer. The Treasurer in turn invests these funds in the various instruments identified in the attached report.

INFORMATION:

As indicated in the attached Treasurer's Report, the current investment portfolio is "in compliance with all applicable provisions of state law and the adopted investment policy, and contains sufficient liquidity to meet all projected outflows over the next six months". The portfolio is currently returning an annualized yield of **2.43%**. This is compared to 2.32% last quarter.

FISCAL IMPACT:

None.



Monterey County Board of Supervisors

168 West Alisal Street,
1st Floor
Salinas, CA 93901
831.755.5066

Board Order

A motion was made by Supervisor Luis A. Alejo, seconded by Supervisor Chris Lopez to:

- a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2019; and
- b. Receive and Approve the Treasurer's Investment Policy for FY 2019-2020; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

PASSED AND ADOPTED on this 23rd day of July 2019, by the following vote, to wit:

AYES: Supervisors Alejo, Phillips, Lopez, Parker and Adams

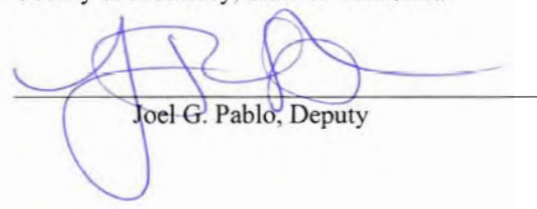
NOES: None

ABSENT: None

I, Valerie Ralph, Clerk of the Board of Supervisors of the County of Monterey, State of California, hereby certify that the foregoing is a true copy of an original order of said Board of Supervisors duly made and entered in the minutes thereof of Minute Book 82 for the meeting July 23, 2019.

Dated: July 23, 2019
File ID: 19-0586

Valerie Ralph, Clerk of the Board of Supervisors
County of Monterey, State of California



Joel G. Pablo, Deputy



Monterey County

Board of Supervisors
168 W. Alisal St., 1st Floor
Salinas, CA 93901

Board Report

Legistar File Number: 19-0586

July 23, 2019

Introduced: 7/12/2019

Current Status: Agenda Ready

Version: 2

Matter Type: General Agenda Item

- a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2019; and
- b. Receive and Approve the Treasurer's Investment Policy for FY 2019-2020; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Receive and Accept the Treasurer's Report of Investments for the Quarter Ending June 30, 2019; and
- b. Receive and Approve the Treasurer's Investment Policy for FY 2019-2020; and
- c. Renew the Delegation of Investment Authority to the Treasurer-Tax Collector pursuant to California Government Code 53607.

SUMMARY:

Government Code Section 53646 (b) (1) states the Treasurer may submit a quarterly report of investments. The attached exhibits provide a narrative portfolio review of economic and market conditions that support the investment activity during the April - June period, the investment portfolio position by investment type, and the investment portfolio by maturity range.

The Treasurer also annually reviews the Monterey County Investment Policy and has recommended updates for Board approval. These updates revise outdated language to clearly define investment guidelines and categories as stated in Government Code §53601(q). In addition, annual Board delegation of investment authority to the Treasurer-Tax Collector is prescribed by Government Code sections 53646 and 53607.

DISCUSSION:

During the April - June quarter, U.S. Treasury yields reinforced their downward trend amid persistent concern about escalating trade tensions. The yield curve inversion deepened further but remained relatively shallow on a historical basis. The Federal Reserve (FED) revealed a shift in stance on monetary policy from "patient" to "appropriate." Fed Chair Powell affirmed that the Fed will "act as appropriate to sustain the expansion." The market also appears to be factoring in rate cuts by year end.

On June 30, 2019, the Monterey County investment portfolio contained an amortized book value of \$1,757,528,144 spread among 169 separate securities and funds. The par value of those funds was \$1,765,188,987 with a market value of \$1,755,722,013 or 99.9% of amortized book value. The portfolio's net earned income yield for the period was 2.43%. The portfolio produced an estimated quarterly income of \$10,742,480 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 337 days. The County Treasury continues to use short term debt to provide portfolio liquidity and enhanced investment opportunities.

Legistar File Number: 19-0586

The investment portfolio is in compliance with all applicable provisions of state law and the adopted Investment Policy, and contains sufficient liquidity to meet all projected outflows over the next six months. Market value pricings were obtained through resources such as Bloomberg LLP, Union Bank of California and live-bid pricing of corporate securities.

OTHER AGENCY INVOLVEMENT:

A copy of this report will be distributed to all agencies participating in the investment pool and the Treasury Oversight Committee. In addition, the report will be published on the County Treasurer's web site. A monthly report of investment transactions is provided to the Board of Supervisors as required by Government Code 53607.

FINANCING:

The investment portfolio contains sufficient liquidity to meet all projected expenditures over the next six months. Investment earnings in the General Fund have exceeded budgeted revenue for fiscal year 2018-2019.

BOARD OF SUPERVISORS STRATEGIC INITIATIVES:

This recommendation supports the Administration initiative by providing transparency and accountability in the management of County funds in the Treasurer's investment portfolio.


☐ Economic Development

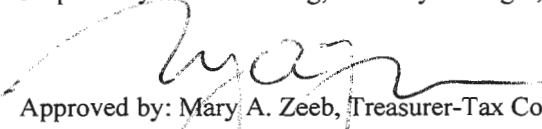
☒ Administration

☐ Health & Human Services

☐ Infrastructure

☐ Public Safety


Prepared by: Susanne King, Treasury Manager, x5490


Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5015

All attachments are on file with The Clerk of the Board:

Exhibit A - Investment Portfolio Review 06.30.19

Exhibit B - Portfolio Management Report 06.30.19

Exhibit C - Aging Report 07.01.19

Exhibit D - Monterey County Investment Policy 2018-2019 - Red Line

Exhibit E - Monterey County Investment Policy 2019-2020 - Proposed

cc: Auditor-Controller - Internal Audit Section

All depositors

County Administrative Office

County Counsel

Treasury Oversight Committee

Exhibit A

Investment Portfolio Review

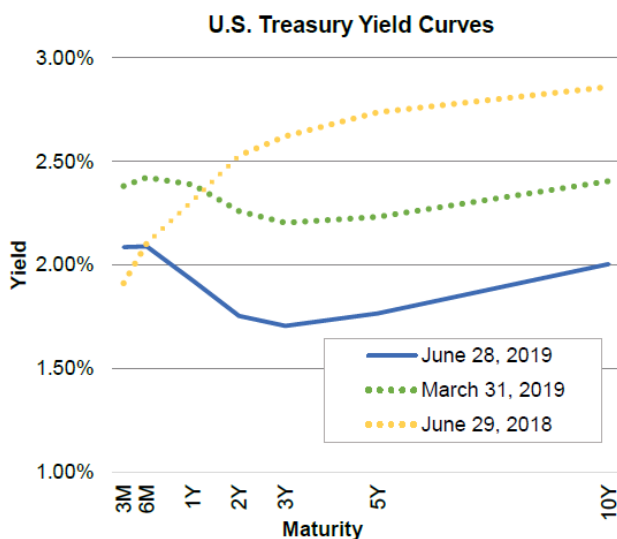
Quarter Ending June 30, 2019

OVERVIEW April 1, 2019 – June 30, 2019

During the April – June quarter, U.S. Treasury yields reinforced their downward trend amid persistent concern about escalating trade tensions. The yield curve inversion deepened further but remained relatively shallow on a historical basis. The Federal Reserve (FED) revealed a shift in stance on monetary policy from “patient” to “appropriate.” Fed Chair Powell affirmed that the Fed will “act as appropriate to sustain the expansion.” The market also appears to be factoring in rate cuts by year end.

U.S. TREASURY YIELD CURVE

- Treasury yields fell across maturities throughout the quarter, with intermediate-term interest rates declining by bigger margins.
- The 3-month and 10-year Treasury yields inverted once again in May, and the inversion deepened throughout the remainder of the quarter.



Source: Bloomberg, as of 6/30/2019.

	2Q2019 6/28/19	1Q2019 3/29/19	QoQ Change
3 month	2.09%	2.38%	-0.29%
6 month	2.09%	2.42%	-0.33%
1 year	1.93%	2.39%	-0.46%
2 year	1.75%	2.26%	-0.41%
3 year	1.71%	2.20%	-0.49%
5 year	1.77%	2.23%	-0.46%
10 year	2.01%	2.41%	-0.40%

- The 2-year Treasury decreased by 51 basis points (0.51%) to end the quarter at 1.75%.
- Yields felt the pressure of heightened trade tensions, weakening economic data and the shift in Fed rate hike/cut expectations, declining across the board throughout the quarter.



The County Treasury investments continue to focus on capturing relative value while remaining cautious. The following indicators reflect key aspects of the investment portfolio in light of the above noted conditions:

1. Market Access – During the quarter, investment purchases for the portfolio included U.S. Treasuries, Corporate Notes and a Certificate of Deposit. The Treasurer continues to keep a higher level of liquid assets reflecting the need to maintain levels of available cash to ensure the ability to meet all cash flow needs.
2. Diversification - The Monterey County Treasurer’s portfolio consists of 169 separate fixed income investments, all of which are authorized by the State of California Government Code 53601.

The portfolio asset spread is detailed in the table below:

Portfolio Asset Composition								
Corporate Notes	Negotiable CDs	Overnight Liquid Assets	US Treasuries	Federal Agencies	Commercial Paper	Supranationals	Municipal Bonds	Asset Backed Securities
13.2%	2.4%	22.1%	50.4%	5.4%	3.7%	2.7%	<0.1%	0.6%

- Total may not equal 100% due to rounding

3. Credit Risk – Approximately 84% of the investment portfolio is comprised of U.S. Treasuries, Federal Agency securities, negotiable CDs and other liquid funds. All assets have a better than investment grade rating. U.S. Treasuries are not specifically rated, but are considered the safest of all investments. All corporate debt (13.2%) is rated in the

higher levels of investment grade and all Federal Agency and municipal holdings are rated AA ratings. The Supranationals (2.7%) and the Asset Backed Security (0.6%) are rated AAA. The credit quality of the Treasurer's portfolio continues to be high.

The portfolio credit composition is detailed in the table below:

Portfolio Credit Composition								
AAA	AAAm	AA	A	A-1 (Short Term)	Aaf/S1+ (CalTRUST)	BBB+ (split rated)	Not Rated (LAIF/MMF)	Not Rated
3.4%	7.1%	61.6%	7.8%	4.5%	11.7%	<1%	2.8%	.6%

4. Liquidity Risk – Liquidity risk, as measured by the ability of the County Treasury to meet withdrawal demands on invested assets, was managed during the April – June quarter. The portfolio's average weighted maturity was 337 days, and the Treasurer maintained \$381M in overnight investments to provide immediate liquidity, be able to react quickly to opportunities in the current market, and take advantage of a higher yield on the money market rates. In addition, the Treasurer maintained \$967M in securities with maturities under a year, as the older investments mature, providing additional enhanced liquidity.

PORTFOLIO CHARACTERISTICS

	<u>March 31, 2019</u>	<u>June 30, 2019</u>
Total Assets	\$1,683,748,933.92	\$1,765,188,987.34
Market Value	\$1,672,221,350.10	\$1,755,722,012.68
Days to Maturity	335	337
Yield	2.32%	2.43%
Estimated Earnings	\$9,095,864.80	\$10,742,479.77

FUTURE STRATEGY

The Treasurer has 55% of the portfolio invested in maturities under one year and 45% invested in the 1-3-year maturity range. In the current interest rate environment, we continue to utilize available maturities to add high-quality securities and maintain a well-diversified portfolio. This strategy will also help to position the portfolio insuring that liquidity needs are met. We will continue to manage the portfolio under the established tenets of safety and liquidity while seeking to maximize the rate of return.

**Monterey County
Portfolio Management
Portfolio Details - Investments
June 30, 2019**

Page 1

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Money Market Accts - GC 53601(k)(2)												
SYS11672	11672	BlackRock			0.00	0.00	0.00	0.337			0.337	
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			7,148,092.55	7,148,092.55	7,148,092.55	1.496			1.496	
SYS11830	11830	Federated		07/01/2018	0.00	0.00	0.00	0.101	Aaa	AAA	0.101	
SYS11578	11578	Fidelity Investments			700,000.00	700,000.00	700,000.00	0.956	Aaa	AAA	0.956	
Subtotal and Average			10,970,809.12		7,848,092.55	7,848,092.55	7,848,092.55				1.448	
State Pool - GC 16429.1												
SYS11361	11361	LAIF			49,900,000.00	49,900,000.00	49,900,000.00	2.546			2.546	
Subtotal and Average			52,808,791.21		49,900,000.00	49,900,000.00	49,900,000.00				2.546	
CALTRUST/CAMP - GC 53601(p)												
SYS11801	11801	CalTrust			113,800,000.00	113,800,000.00	113,800,000.00	2.654	Aaa	AAA	2.654	
SYS11802	11802	CalTrust			1,000,000.00	1,000,000.00	1,000,000.00	2.275	Aaa	AAA	2.275	
SYS12296	11803	CalTrust		04/30/2019	20,000,000.00	20,000,000.00	20,000,000.00	2.431			2.431	
SYS12211	12211	CalTrust		07/03/2018	70,900,000.00	70,900,000.00	70,900,000.00	1.324			1.324	
SYS12219	12219	CalTrust		09/18/2018	325,638.44	325,638.44	325,638.44	2.254			2.254	
SYS10379	10379	Calif. Asset Mgmt			117,100,000.00	117,100,000.00	117,100,000.00	2.389		AAA	2.389	
SYS11961	11961	Calif. Asset Mgmt		07/01/2018	0.00	0.00	0.00	0.658		AAA	0.658	
Subtotal and Average			302,790,865.99		323,125,638.44	323,125,638.44	323,125,638.44				2.251	
SWEEP ACCOUNT-MORG STNLY												
SYS12041	12041	Morgan Stanley			1.00	1.00	1.00	117.321			117.321	
Subtotal and Average			1.00		1.00	1.00	1.00				117.321	
SWEEP ACCOUNT - CUSTOM												
SYS12138	12138	Morgan Stanley			165,255.35	165,255.35	165,255.35	1.835			1.835	
Subtotal and Average			159,671.93		165,255.35	165,255.35	165,255.35				1.835	
Medium Term Notes - GC 53601(k)												
88579YAX9	12247	MMM COMPANY		01/11/2019	250,000.00	242,467.42	242,467.42	2.250			3.123	03/15/2023
023135AM8	12301	Amazon		05/31/2019	4,500,000.00	4,587,143.79	4,587,143.79	3.300	A3	AA-	2.472	12/05/2021
0258M0DP1	12088	American Express Credit		06/27/2016	10,000,000.00	10,020,900.00	10,006,993.97	2.250	A2	A-	1.660	08/15/2019
025816BM0	12156	American Express Credit		08/21/2017	250,000.00	249,861.25	249,861.25	2.500	A3	BBB+	2.519	08/01/2022
037833CQ1	12151	Apple Inc Corp Notes		08/17/2017	250,000.00	250,829.62	250,829.62	2.300	Aa1	AA+	2.177	05/11/2022

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PGUSD

Regular Meeting of August 22, 2019

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Report Ver. 7.3.6.1

**Monterey County
Portfolio Management
Portfolio Details - Investments
June 30, 2019**

Page 2

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
037833DH0	12187	Apple Inc Corp Notes		03/14/2018	5,000,000.00	4,988,507.85	4,988,507.85	1.800	Aa1	AA+	2.443	11/13/2019
037833AR1	12268	Apple Inc Corp Notes		02/22/2019	3,825,000.00	3,834,802.89	3,834,802.89	2.850	Aa1	AA+	2.705	05/06/2021
037833CC2	12284	Apple Inc Corp Notes		04/09/2019	5,000,000.00	4,898,142.10	4,898,142.10	1.550	Aa1	AA+	2.559	08/04/2021
05531FAV5	12153	BB&T Corporation		08/21/2017	250,000.00	249,771.42	249,771.42	2.050	A2	A-	2.101	05/10/2021
06406HCZ0	12126	Bank of New York Mellon Corp		03/17/2017	10,000,000.00	9,985,700.00	10,002,490.92	2.150	A1	A	2.110	02/24/2020
097014AL8	12186	BOEING Capital Securities		03/14/2018	7,500,000.00	7,552,513.38	7,552,513.38	4.700	A2	A	2.468	10/27/2019
06051GGE3	12202	Bank of America Corp		06/07/2018	250,000.00	247,119.75	247,119.75	3.124	A3	A-	3.477	01/20/2023
06051GFW4	12234	Bank of America Corp		12/14/2018	5,000,000.00	4,923,658.70	4,923,658.70	2.625	Baa1	BBB+	3.515	04/19/2021
084664BT7	12182	Berkshire Hathaway Finance		03/12/2018	250,000.00	250,350.86	250,350.86	3.000	Aa2	AA	2.947	05/15/2022
084664BT7	12291	Berkshire Hathaway Finance		04/26/2019	8,625,000.00	8,741,286.19	8,741,286.19	3.000	Aa2	AA	2.509	05/15/2022
14913Q2E8	12183	CATERPILLAR FINL SERVC		03/12/2018	250,000.00	245,437.51	245,437.51	2.550	A3	A	3.129	11/29/2022
14912L6Y2	12189	CATERPILLAR FINL SERVC		04/02/2018	5,000,000.00	4,983,736.52	4,983,736.52	2.100	A3	A	2.738	01/10/2020
14913Q2G3	12276	CATERPILLAR FINL SERVC		03/15/2019	6,125,000.00	6,143,594.82	6,143,594.82	2.900	A3		2.716	03/15/2021
166764AY6	12208	Chevron Corp. Global		06/25/2018	2,155,000.00	2,140,541.60	2,140,541.60	2.419	Aa2	AA-	2.926	11/17/2020
17275RBG6	12104	Cisco Systems Inc Corp		09/20/2016	9,000,000.00	8,906,130.00	8,999,269.25	1.400	A1		1.438	09/20/2019
17275RBD3	12150	Cisco Systems Inc Corp		08/17/2017	250,000.00	251,012.22	251,012.22	2.200	A1	AA-	1.946	02/28/2021
17275RBD3	12302	Cisco Systems Inc Corp		05/31/2019	5,000,000.00	4,979,243.06	4,979,243.06	2.200	A1	AA-	2.464	02/28/2021
172967LC3	12307	Citibank		06/07/2019	3,840,000.00	3,872,293.85	3,872,293.85	2.900	A3	BBB+	2.530	12/08/2021
191216BG4	12250	Coca- Cola Co		01/14/2019	5,000,000.00	4,976,556.41	4,976,556.41	2.450	A1	A+	2.812	11/01/2020
191216AV2	12288	Coca- Cola Co		04/09/2019	4,980,000.00	5,054,037.93	5,054,037.93	3.300	Aa3	A+	2.587	09/01/2021
369550AR9	12237	General Dynamics Corp		12/14/2018	10,000,000.00	10,117,944.58	10,117,944.58	3.875	A2	A+	3.266	07/15/2021
38148FAB5	12188	Goldman Sachs		04/02/2018	5,000,000.00	4,994,360.07	4,994,360.07	2.550	A3	BBB+	2.923	10/23/2019
38145GAG5	12205	Goldman Sachs		06/07/2018	250,000.00	243,874.38	243,874.38	2.350	A3	BBB+	3.454	11/15/2021
437076AW2	12235	Home Depot Inc		12/14/2018	2,750,000.00	2,802,561.58	2,802,561.58	4.400	A2	A	3.256	04/01/2021
02665WBE0	12091	American Honda Finance		07/12/2016	2,500,000.00	2,465,425.00	2,499,974.54	1.200	A1	A+	1.234	07/12/2019
02665WBF7	12286	American Honda Finance		04/09/2019	5,000,000.00	4,898,352.34	4,898,352.34	1.650	A1	A+	2.688	07/12/2021
4581X0DB1	12191	Inter-America Devel BK		04/19/2018	285,000.00	284,623.80	284,623.80	2.625	Aaa		2.687	04/19/2021
44932HAH6	12181	IBM Corp Notes		03/12/2018	250,000.00	248,195.88	248,195.88	3.000	A1	A+	3.218	02/06/2023
458140AZ3	12136	INTEL CORP		05/15/2017	10,000,000.00	9,954,100.00	10,005,013.01	1.850	A1	A+	1.790	05/11/2020
458140AZ3	12155	INTEL CORP		08/21/2017	250,000.00	248,852.50	250,105.97	1.850	A1	A+	1.799	05/11/2020
24422EUA5	12180	John Deere Capital Corp		03/12/2018	250,000.00	245,883.64	245,883.64	2.700	A2	A	3.209	01/06/2023
24422ETB5	12278	John Deere Capital Corp		03/22/2019	5,000,000.00	4,988,863.89	4,988,863.89	2.450	A2	A	2.641	09/11/2020
46625HHU7	12157	JP Morgan Chase		08/21/2017	250,000.00	256,574.36	256,574.36	4.250	A3	A-	2.129	10/15/2020
57636QAB0	12282	MASTERCARD INC		04/04/2019	250,000.00	257,462.81	257,462.81	3.375	A2	A+	2.699	04/01/2024
594918BN3	12095	MICROSOFT CORP		08/08/2016	6,500,000.00	6,413,095.00	6,499,770.63	1.100	Aaa	AAA	1.135	08/08/2019

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**Monterey County
Portfolio Management
Portfolio Details - Investments
June 30, 2019**

Page 3

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
Medium Term Notes - GC 53601(k)												
594918BN3	12133	MICROSOFT CORP		04/07/2017	6,000,000.00	5,919,780.00	5,997,175.51	1.100	Aaa	AAA	1.568	08/08/2019
594918BG8	12149	MICROSOFT CORP		08/17/2017	250,000.00	250,874.56	250,874.56	2.000	Aaa	AAA	1.730	11/03/2020
68389XBB0	12148	Oracle Corp		08/17/2017	250,000.00	251,781.35	251,781.35	2.500	A1	AA-	2.471	05/15/2022
68389XAX3	12185	Oracle Corp		03/14/2018	5,000,000.00	4,996,224.91	4,996,224.91	2.250	A1	AA-	2.537	10/08/2019
742718EN5	12154	Procter & Gamble Co		08/21/2017	250,000.00	249,789.50	249,789.50	1.850	Aa3	AA-	1.905	02/02/2021
742718EN5	12253	Procter & Gamble Co		01/15/2019	3,475,000.00	3,427,911.68	3,427,911.68	1.850	Aa3	AA-	2.734	02/02/2021
713448DX3	12236	Pepsico Inc Corp Note		12/14/2018	3,800,000.00	3,723,412.24	3,723,412.24	2.000	A1	A+	3.177	04/15/2021
713448DX3	12249	Pepsico Inc Corp Note		01/14/2019	5,000,000.00	4,924,601.97	4,924,601.97	2.000	A1	A+	2.876	04/15/2021
717081ES8	12280	PFIZER INC		04/04/2019	250,000.00	252,822.54	252,822.54	2.950	A1	AA	2.692	03/15/2024
717081DR1	12303	PFIZER INC		06/04/2019	5,000,000.00	5,164,428.74	5,164,428.74	5.200	A1	AA	2.190	08/12/2020
808513AW5	12196	Charles Schwab Corp		05/22/2018	160,000.00	159,996.97	159,996.97	3.250	A2		3.251	05/21/2021
857477AS2	12158	State Street Corp		08/21/2017	250,000.00	251,849.83	251,849.83	2.550	A1	A	1.874	08/18/2020
857477AS2	12266	State Street Corp		02/19/2019	2,125,000.00	2,119,929.49	2,119,929.49	2.550	A1	A	2.767	08/18/2020
857477AV5	12267	State Street Corp		02/22/2019	8,723,000.00	8,568,586.04	8,568,586.04	1.950	A1	A	2.927	05/19/2021
857477AV5	12269	State Street Corp		02/22/2019	1,300,000.00	1,276,943.80	1,276,943.80	1.950	A1	A	2.929	05/19/2021
857477AV5	12304	State Street Corp		06/04/2019	5,000,000.00	4,968,408.09	4,968,408.09	1.950	A1	A	2.295	05/19/2021
89236TBP9	12121	Toyota Motor Corporation		01/12/2017	5,000,000.00	5,000,150.00	5,000,506.62	2.125	Aa3	AA-	1.904	07/18/2019
89236TCQ6	12165	Toyota Motor Corporation		08/22/2017	250,000.00	254,064.77	254,064.77	2.800	Aa3	AA-	2.231	07/13/2022
89233P5T9	12231	Toyota Motor Corporation		12/07/2018	5,000,000.00	4,997,508.03	4,997,508.03	3.300	Aa3	AA-	3.320	01/12/2022
89236TEU5	12279	Toyota Motor Corporation		03/22/2019	5,000,000.00	5,029,630.77	5,029,630.77	2.950			2.606	04/13/2021
882508AY0	12298	Texas Instruments INC		05/30/2019	4,400,000.00	4,424,790.23	4,424,790.23	2.750	A1	A+	2.392	03/12/2021
911312BP0	12170	UNITED PARCEL SERVICE		11/14/2017	200,000.00	199,836.42	199,836.42	2.050	A1		2.099	04/01/2021
91159HHA1	12152	US BANCORP		08/17/2017	250,000.00	259,757.32	259,757.32	4.125	A1	A+	2.215	08/24/2021
91159HHL7	12300	US BANCORP		05/31/2019	4,287,000.00	4,278,123.19	4,278,123.19	2.350	A1	A+	2.484	01/29/2021
92826CAC6	12203	Visa Inc		06/07/2018	250,000.00	246,982.27	246,982.27	2.800	A1	A+	3.178	12/14/2022
931142EJ8	12223	Walmart Inc		10/31/2018	10,000,000.00	10,006,207.56	10,006,207.56	3.125	Aa2	AA	3.091	06/23/2021
Subtotal and Average			238,184,658.78		232,555,000.00	232,200,201.24	232,547,369.16				2.469	
Negotiable CDs - GC 53601(i)												
06417GU22	12204	Bank of Nova Scotia		06/07/2018	400,000.00	399,929.29	399,929.29	3.080			3.100	06/05/2020
22535CDU2	12281	Credit Agricole CIB NY		04/04/2019	250,000.00	250,000.00	250,000.00	2.830	A1	A+	2.869	04/02/2021
55379WZT6	12272	MUFG Banl LTD/NY		02/28/2019	10,000,000.00	10,000,000.00	10,000,000.00	2.970		A-1	3.020	02/26/2021
55379WZT6	12273	MUFG Banl LTD/NY		02/28/2019	250,000.00	250,000.00	250,000.00	2.970		A-1	2.970	02/26/2021
83050FXT3	12141	Skandinaviska Enskilada Banken		08/04/2017	14,000,000.00	13,938,540.00	13,999,760.00	1.840	P-1	A-1	1.860	08/02/2019
87019U6D6	12172	Swedbank		11/17/2017	18,000,000.00	17,902,800.00	18,000,000.00	2.270			2.270	11/16/2020

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Subtotal and Average			67,506,485.26		42,900,000.00	42,741,269.29	42,899,689.29				2.326	
Commercial Paper Disc.- GC 53601(h)												
09659CVW5	12232	BNP Paribas NY		12/07/2018	20,300,000.00	20,202,221.67	20,202,221.67	2.890	P-1	A-1	2.981	08/30/2019
46640QVC2	12238	J P Morgan Securities Inc		12/14/2018	20,000,000.00	19,930,000.00	19,930,000.00	3.000	P-1	A-1	3.092	08/12/2019
62479MZ63	12275	MUFG Banl LTD/NY		03/13/2019	25,000,000.00	24,705,944.44	24,705,944.44	2.680	P-1	A-1	2.777	12/06/2019
Subtotal and Average			64,606,082.36		65,300,000.00	64,838,166.11	64,838,166.11				2.937	
Fed Agcy Coupon Sec - GC 53601(f)												
3133EEMA5	12011	Federal Farm Credit Bank		01/30/2015	10,000,000.00	9,901,800.00	10,000,950.62	1.500	Aaa	AA	1.480	12/30/2019
313383HU8	12144	Federal Home Loan Bank		08/16/2017	1,200,000.00	1,202,348.07	1,202,348.07	1.750	Aaa	AA+	1.538	06/12/2020
3130AF5B9	12222	Federal Home Loan Bank		10/12/2018	10,000,000.00	9,997,719.44	9,997,719.44	3.000			3.011	10/12/2021
3130AEWA4	12243	Federal Home Loan Bank		01/03/2019	10,000,000.00	10,007,452.23	10,007,452.23	2.625	Aaa	AA+	2.563	10/01/2020
3130AFW94	12264	Federal Home Loan Bank		02/15/2019	370,000.00	368,789.27	368,789.27	2.500			2.576	02/13/2024
3137EAEB1	12114	Federal Home Loan Mtg Corp		12/19/2016	20,000,000.00	19,687,200.00	19,993,299.35	0.875	Aaa	AA+	1.561	07/19/2019
3137EAEL9	12242	Federal Home Loan Mtg Corp		01/03/2019	10,000,000.00	9,975,005.24	9,975,005.24	2.375	Aaa	AA+	2.533	02/16/2021
3135G0N33	12094	Federal National Mtg Assn		08/08/2016	18,675,000.00	18,375,639.75	18,673,744.05	0.875	Aaa	AA+	0.954	08/02/2019
3135G0T29	12123	Federal National Mtg Assn		02/28/2017	12,600,000.00	12,469,212.00	12,598,230.40	1.500	Aaa	AA+	1.522	02/28/2020
3135G0T60	12140	Federal National Mtg Assn		08/07/2017	1,200,000.00	1,199,038.56	1,199,038.56	1.500	Aaa	AA+	1.576	07/30/2020
3135G0V34	12263	Federal National Mtg Assn		02/08/2019	335,000.00	333,852.97	333,852.97	2.500			2.580	02/05/2024
Subtotal and Average			135,772,317.73		94,380,000.00	93,518,057.53	94,350,430.20				1.797	
US Treasury Note-GC 53601(b)												
912828H52	12116A	U.S. Treasury		12/21/2016	12,400,000.00	12,235,824.00	12,375,545.88	1.250	Aaa		1.596	01/31/2020
912828H86	12160	U.S. Treasury		08/18/2017	2,000,000.00	1,989,154.94	1,989,154.94	1.500	Aaa		1.719	01/31/2022
912828T67	12161	U.S. Treasury		08/18/2017	2,000,000.00	1,980,463.66	1,980,463.66	1.250	Aaa		1.685	10/31/2021
912828Q78	12162	U.S. Treasury		08/18/2017	2,000,000.00	1,991,759.75	1,991,759.75	1.375	Aaa		1.607	04/30/2021
912828L99	12163A	U.S. Treasury		08/18/2017	1,750,000.00	1,746,778.12	1,746,778.12	1.375	Aaa		1.517	10/31/2020
912828S43	12174	U.S. Treasury		12/21/2017	20,000,000.00	19,663,200.00	19,991,648.42	0.750	Aaa		1.857	07/15/2019
9128282T6	12176	U.S. Treasury		01/31/2018	25,000,000.00	24,967,169.22	24,967,169.22	1.250			2.054	08/31/2019
9128282P4	12179	U.S. Treasury		03/12/2018	1,250,000.00	1,223,127.53	1,223,127.53	1.875	Aaa		2.617	07/31/2022
912828U73	12184	U.S. Treasury		03/12/2018	20,000,000.00	19,922,489.79	19,922,489.79	1.375			2.243	12/15/2019
912828TV2	12193	U.S. Treasury		04/30/2018	15,900,000.00	15,840,375.00	15,840,375.00	1.250	Aaa		2.402	10/31/2019
9128282G4	12194	U.S. Treasury		04/30/2018	20,000,000.00	19,938,972.42	19,938,972.42	0.875	Aaa		2.376	09/15/2019
912828U32	12198	U.S. Treasury		05/21/2018	10,000,000.00	9,945,893.04	9,945,893.04	1.000	Aaa		2.481	11/15/2019
912828K58	12210	U.S. Treasury		06/29/2018	22,400,000.00	22,195,049.18	22,195,049.18	1.375	Aaa	AA+	2.506	04/30/2020

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US Treasury Note-GC 53601(b)												
912828TR1	12215	U.S. Treasury		07/31/2018	10,000,000.00	9,963,618.69	9,963,618.69	1.000	Aaa		2.490	09/30/2019
912828XH8	12216	U.S. Treasury		07/31/2018	10,000,000.00	9,899,787.95	9,899,787.95	1.625	Aaa		2.660	06/30/2020
912828Z22	12217	U.S. Treasury		09/14/2018	5,375,000.00	5,298,918.09	5,298,918.09	1.625			2.760	10/15/2020
912828A83	12220	U.S. Treasury		10/01/2018	21,000,000.00	20,859,196.65	20,859,196.65	2.375	Aaa		2.838	12/31/2020
912828V31	12221	U.S. Treasury		10/01/2018	22,000,000.00	21,844,655.65	21,844,655.65	1.375	Aaa		2.710	01/15/2020
9128284B3	12224	U.S. Treasury		10/31/2018	10,100,000.00	10,019,961.18	10,019,961.18	2.375	Aaa		2.858	03/15/2021
912828B58	12225	U.S. Treasury		10/31/2018	20,000,000.00	19,775,364.52	19,775,364.52	2.125	Aaa		2.861	01/31/2021
9128284D9	12226	U.S. Treasury		11/07/2018	850,000.00	834,678.38	834,678.38	2.500	Aaa		3.017	03/31/2023
912828P79	12227A	U.S. Treasury		11/07/2018	540,000.00	511,937.94	511,937.94	1.500	Aaa		3.022	02/28/2023
912828F21	12228	U.S. Treasury		11/30/2018	20,330,000.00	20,020,321.98	20,020,321.98	2.125	Aaa		2.834	09/30/2021
912828WN6	12229	U.S. Treasury		11/30/2018	15,160,000.00	14,930,259.79	14,930,259.79	2.000	Aaa	AA+	2.824	05/31/2021
9128284W7	12230	U.S. Treasury		11/30/2018	15,000,000.00	14,974,254.30	14,974,254.30	2.750	Aaa		2.834	08/15/2021
912828XM7	12233	U.S. Treasury		12/14/2018	20,000,000.00	19,755,619.75	19,755,619.75	1.625	Aaa		2.784	07/31/2020
912828B90	12239	U.S. Treasury		12/14/2018	20,000,000.00	19,752,199.50	19,752,199.50	2.000	Aaa		2.772	02/28/2021
912828Q37	12240	U.S. Treasury		12/14/2018	19,600,000.00	19,106,678.95	19,106,678.95	1.250			2.744	03/31/2021
9128282Q2	12241	U.S. Treasury		12/18/2018	25,550,000.00	25,212,907.20	25,212,907.20	1.500	Aaa	AA+	2.705	08/15/2020
9128283G3	12244	U.S. Treasury		01/08/2019	11,240,000.00	11,120,278.61	11,120,278.61	1.750			2.547	11/15/2020
912828T91	12245	U.S. Treasury		01/11/2019	500,000.00	481,103.73	481,103.73	1.625	Aaa		2.557	10/31/2023
912828VB3	12246	U.S. Treasury		01/11/2019	785,000.00	761,966.39	761,966.39	1.750	Aaa		2.555	05/15/2023
912828WC0	12248	U.S. Treasury		01/14/2019	20,200,000.00	19,986,337.27	19,986,337.27	1.750	Aaa		2.566	10/31/2020
9128285R7	12251	U.S. Treasury		01/15/2019	21,750,000.00	21,806,594.35	21,806,594.35	2.625	Aaa		2.514	12/15/2021
9128283Q1	12252A	U.S. Treasury		01/15/2019	10,000,000.00	9,917,721.87	9,917,721.87	2.000			2.550	01/15/2021
9128283L2	12254	U.S. Treasury		01/31/2019	25,250,000.00	25,000,978.11	25,000,978.11	1.875	Aaa		2.572	12/15/2020
912828VJ6	12255	U.S. Treasury		01/31/2019	21,100,000.00	20,960,074.49	20,960,074.49	1.875	Aaa	AA+	2.553	06/30/2020
912828X96	12256	U.S. Treasury		01/31/2019	25,300,000.00	25,072,609.10	25,072,609.10	1.500			2.551	05/15/2020
912828Z22	12257	U.S. Treasury		01/31/2019	25,300,000.00	25,006,491.57	25,006,491.57	1.625			2.549	10/15/2020
912828L65	12258	U.S. Treasury		01/31/2019	25,500,000.00	25,135,378.90	25,135,378.90	1.375	Aaa	AA+	2.551	09/30/2020
9128284B3	12259	U.S. Treasury		01/31/2019	25,000,000.00	24,941,046.66	24,941,046.66	2.375	Aaa		2.517	03/15/2021
912828V23	12260A	U.S. Treasury		01/31/2019	625,000.00	616,860.85	616,860.85	2.250	Aaa		2.560	12/31/2023
912828U57	12261	U.S. Treasury		02/08/2019	500,000.00	492,285.49	492,285.49	2.125	Aaa		2.498	11/30/2023
912828P38	12262	U.S. Treasury		02/08/2019	700,000.00	682,373.35	682,373.35	1.750	Aaa		2.492	01/31/2023
9128284G2	12265	U.S. Treasury		02/19/2019	17,785,000.00	17,740,489.77	17,740,489.77	2.375	Aaa		2.519	04/15/2021
912828B90	12270	U.S. Treasury		02/26/2019	29,000,000.00	28,759,454.30	28,759,454.30	2.000	Aaa		2.514	02/28/2021
912828C57	12271	U.S. Treasury		02/27/2019	10,000,000.00	9,959,434.39	9,959,434.39	2.250	Aaa		2.489	03/31/2021
9128286G0	12274	U.S. Treasury		03/07/2019	400,000.00	396,825.49	396,825.49	2.375	Aaa		0.000	02/29/2024

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US Treasury Note-GC 53601(b)												
912828WG1	12277	U.S. Treasury		03/18/2019	10,000,000.00	9,965,223.78	9,965,223.78	2.250	Aaa		2.445	04/30/2021
912828Q78	12283	U.S. Treasury		04/05/2019	10,000,000.00	9,829,929.32	9,829,929.32	1.375	Aaa		2.332	04/30/2021
912828QN3	12285	U.S. Treasury		04/09/2019	24,600,000.00	24,942,780.31	24,942,780.31	3.125	Aaa		2.357	05/15/2021
912828J84	12287	U.S. Treasury		04/09/2019	20,000,000.00	19,845,299.37	19,845,299.37	1.375	Aaa		2.401	03/31/2020
912828Q2	12289	U.S. Treasury		04/15/2019	17,675,000.00	17,492,412.48	17,492,412.48	1.500	Aaa	AA+	2.437	08/15/2020
912828VP2	12290	U.S. Treasury		04/23/2019	10,000,000.00	9,955,423.39	9,955,423.39	2.000	Aaa	AA+	2.419	07/31/2020
912828K58	12292	U.S. Treasury		04/26/2019	25,000,000.00	24,788,978.04	24,788,978.04	1.375	Aaa	AA+	2.410	04/30/2020
912828VP2	12293	U.S. Treasury		04/26/2019	25,000,000.00	24,902,064.73	24,902,064.73	2.000	Aaa	AA+	2.368	07/31/2020
912828VJ6	12294	U.S. Treasury		04/26/2019	25,000,000.00	24,873,466.05	24,873,466.05	1.875	Aaa	AA+	2.391	06/30/2020
912828L65	12295	U.S. Treasury		04/26/2019	25,300,000.00	24,994,297.97	24,994,297.97	1.375	Aaa	AA+	2.365	09/30/2020
912828VJ6	12296	U.S. Treasury		05/10/2019	10,000,000.00	9,951,448.22	9,951,448.22	1.875	Aaa	AA+	2.370	06/30/2020
912828WN6	12297	U.S. Treasury		05/17/2019	20,000,000.00	19,911,178.69	19,911,178.69	2.000	Aaa	AA+	2.238	05/31/2021
912828W22	12299	U.S. Treasury		05/31/2019	6,035,000.00	5,998,041.06	5,998,041.06	1.375	Aaa	AA+	2.367	02/15/2020
912828WJ5	12305	U.S. Treasury		06/06/2019	500,000.00	513,328.43	513,328.43	2.500	Aaa	AA+	1.924	05/15/2024
912828XD7	12306	U.S. Treasury		06/06/2019	500,000.00	500,076.34	500,076.34	1.875	Aaa	AA+	1.870	05/31/2022
Subtotal and Average			840,792,203.85		890,750,000.00	883,702,870.04	884,171,040.34				2.492	
Supranationals												
4581X0CX4	12201	Inter-America Devel BK		05/31/2018	12,975,000.00	12,875,414.56	12,875,414.56	1.625	Aaa	AAA	2.541	05/12/2020
459058GA5	12195	INTL BK RECON & DEVELP		04/30/2018	15,000,000.00	14,821,828.79	14,821,828.79	1.626	Aaa	AAA	2.675	09/04/2020
459058FS7	12197	INTL BK RECON & DEVELP		05/21/2018	10,000,000.00	9,941,947.62	9,941,947.62	1.126	Aaa	AAA	2.595	11/27/2019
459058FA6	12199	INTL BK RECON & DEVELP		05/25/2018	10,000,000.00	9,911,856.99	9,911,856.99	1.376	Aaa	AAA	2.591	03/30/2020
Subtotal and Average			47,486,009.60		47,975,000.00	47,551,047.96	47,551,047.96				2.605	
Asset Backed Security(GNMA/CMO)												
05522RCW6	12206	BACCT 2017		06/13/2018	10,000,000.00	9,841,406.25	9,841,406.25	1.950	Aaa		2.896	08/15/2022
Subtotal and Average			9,841,406.25		10,000,000.00	9,841,406.25	9,841,406.25				2.896	
Municipal Bonds												
13063DGA0	12192	California TXBL		04/25/2018	290,000.00	290,006.92	290,006.92	2.800	Aa3	AA-	2.799	04/01/2021
Subtotal and Average			290,007.41		290,000.00	290,006.92	290,006.92				2.799	

**Monterey County
Portfolio Management
Portfolio Details - Investments
June 30, 2019**

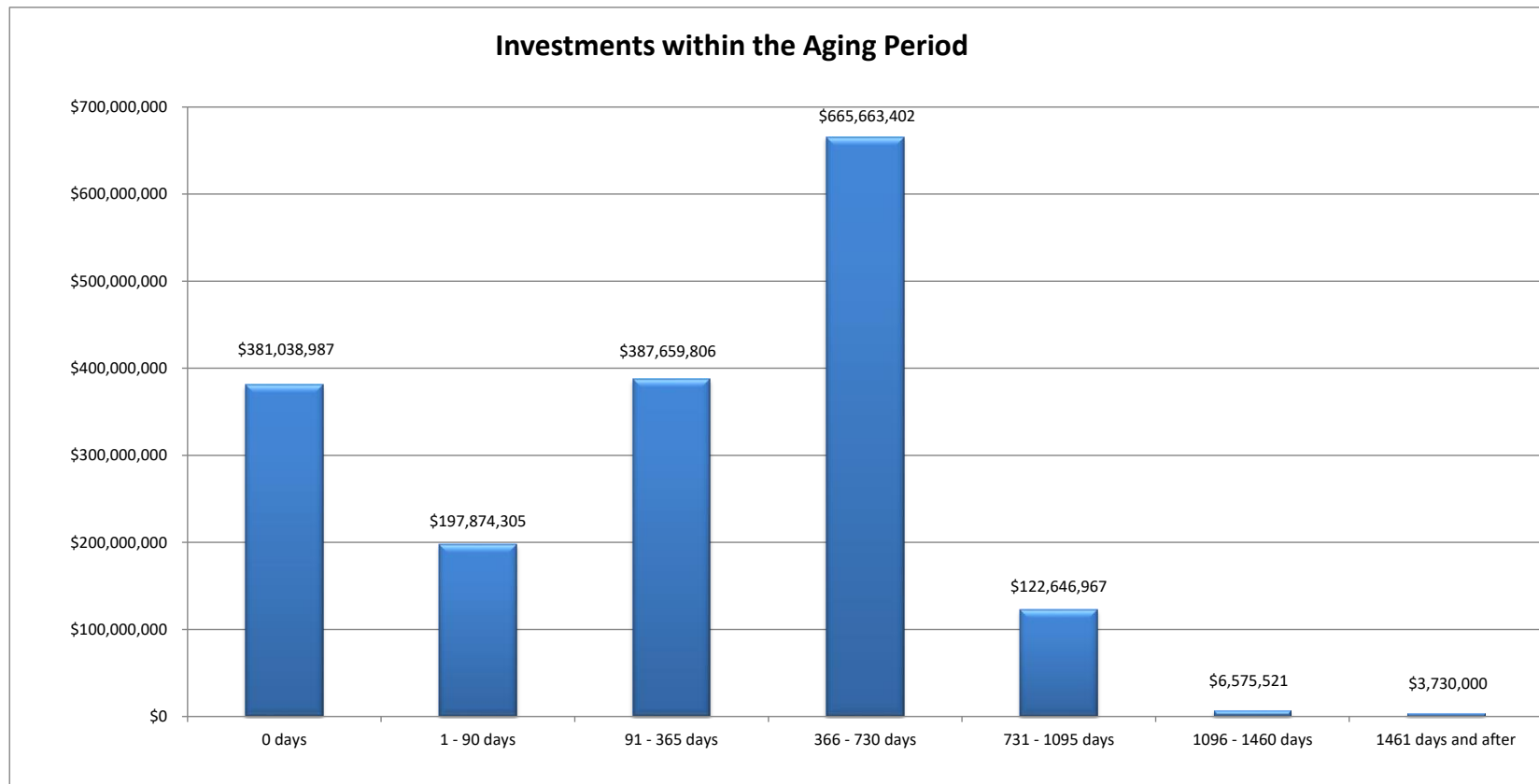
Page 7

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM
Total and Average			1,771,209,310.50		1,765,188,987.34	1,755,722,012.68	1,757,528,143.57				2.422



Exhibit C **Monterey County** **Aging Report** **By Maturity Date** **As of July 1, 2019**

				*Pass Through Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	(07/01/2019 - 07/01/2019)	14 Maturities	381,038,987.34	21.68%	381,038,987.34	381,038,987.34
Aging Interval:	1 - 90 days	(07/02/2019 - 09/29/2019)	14 Maturities	197,874,304.77	11.19%	196,700,505.65	195,428,423.06
Aging Interval:	91 - 365 days	(09/30/2019 - 06/30/2020)	31 Maturities	387,659,805.85	21.79%	382,886,906.13	382,450,057.83
Aging Interval:	366 - 730 days	(07/01/2020 - 06/30/2021)	67 Maturities	665,663,401.90	37.42%	657,661,023.19	657,563,823.19
Aging Interval:	731 - 1095 days	(07/01/2021 - 06/30/2022)	20 Maturities	122,646,966.58	6.81%	119,691,887.35	119,691,887.35
Aging Interval:	1096 - 1460 days	(07/01/2022 - 06/30/2023)	14 Maturities	6,575,520.90	0.90%	15,835,502.23	15,835,502.33
Aging Interval:	1461 days and after	(07/01/2023 -)	9 Maturities	3,730,000.00	0.21%	3,713,331.58	3,713,331.58
Total for 169 Investments				1,765,188,987.34	100.00	1,757,528,143.47	1,755,722,012.68



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

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

DATE: August 22, 2019

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

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 2019-2020 fiscal year.

BACKGROUND:

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

INFORMATION:

The amount of this contract is a “not exceed budget” of \$4,000. It is possible that the full amount will not be needed, depending on District and USAC requirements. Last year Consultant only invoiced for \$3,000, which included research on a potential filing for equipment.

The scope of service includes ensuring that 2019-2020 approved discounts in the amount of \$12,250 is captured; assisting with updating enrollment data and filing for funding for the MCOE-provided Internet Service for 2020-2021; and assisting with any AT&T billing questions.

This budget does not include filing for Category Two equipment for 2020-2021. If there is an interest in that process a separate quote and budget will be prepared at that time.

FISCAL IMPACT:

The obvious and immediate benefit is \$12,250 in E-Rate discounts for the 2019-2020 fiscal year. Consultant’s fee of up to \$4,000 will be funded by General Fund

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

435 Hillcrest Avenue

Pacific Grove, CA 93950

Consent Agenda Item J

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 David Sonderegger for services rendered as specified below.

1. **Scope of Service:**

Assist with ongoing e-Rate processes for Internet Access and Category Two services for 2019-2020 application, and plan for filing for services for 2020-2021. Note: Additional hours may be needed for Category 2 equipment depending on requirements.

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

\$12,250 in 2019-2020 E-Rate funding for Internet Access and Enhanced Firewall Services, both of which are provided Monterey County Office of Education. Same amount projected for 2020-2021 for same services.

3. **Length of the Contract:**

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

Hourly as needed beginning July 1, 2019, and ending on June 30, 2020.

4. **Financial Consideration:**

Consultant is to be paid at the rate of \$125 per hour for up to 32 hours. Additional hours, if needed, will require District approval in advance. School Funding Source: General Fund.

Consultant: David Sonderegger Email: dwsonde@comcast.net

Address 19135 Garden Valley Way, Salinas, CA 93908 Phone (831) 261-8197

Signed David W. Sonderegger Date 7/1/2019

☒ Independent Consultant

Signed _____ Date _____

Site/Program Administrator – (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Revised 06/12

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for the 2019-20 Audit of the District Financial Statements with Eide Bailly

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for the 2019-20 audit of the District financial statements with Eide Bailly.

BACKGROUND:

Each school year, school districts are required by law to have their financial statements audited and reviewed by an independent audit firm, who then expresses an opinion as to whether the financial statements are presented in conformity with generally accepted accounting principles (GAAP). The selection of the Auditor must be approved by our local governing Board prior to April 1 of each year, and the County Office of Education must be notified.

INFORMATION:

A contract with Vavrinek, Trine, Day (VTD) and Co., LLP, for the District's General Fund and other Funds was approved by the Board on March 24, 2014, for three years: 2016-17, 2017-18, and 2018-19.

The audit work for 2018-19 will be completed in December 2019 and presented to the Board in January 2020. This will complete the cycle of the three-year contract with VTD.

This summer, we were informed by VTD that VTD has merged with Eide Bailly. This contract will be a one-year extension with the same audit team for the spring audit preparation and final audit work for 2019-20.

In the meantime, staff will start a Request-For-Proposals (RFPs) process to solicit proposals from different audit firms. The District has a choice to select any of the firms based on many criteria and not necessarily choosing the lowest cost audit proposal. This one-year extension will allow staff to have time in the RFP process.

FISCAL IMPACT:

No increase in cost at \$32,780 for the 2019-20 regular financial audit and \$6,000 performance audit of the Building Fund, Measures A and D. The purpose of the Performance Audit is to meet the Proposition 39 requirements for the Measures A and D Bond proceeds to ensure compliance with Section 1 of Article XIII A, Section 1(b)(3)(C) of the California Constitution.

The \$32,780 is to be paid by the District General Fund while the 6,000 Performance Audit will be paid out of the Measure A Building Fund.



August 7, 2019

Song Chin-Bendib
 Assistant Superintendent of Business Services
 Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950

Dear Song:

We are pleased to confirm our understanding of the services we are to provide Pacific Grove Unified School District for the year ended June 30, 2020. We will audit the financial statements (the Financial Statements) of the governmental activities, each major fund, and the aggregate remaining fund information, including the related notes to the Financial Statements, which collectively comprise the basic financial statements of Pacific Grove Unified School District as of and for the year ended June 30, 2020. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Pacific Grove Unified School District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board (GASB) who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Pacific Grove Unified School District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles (GAAP) and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Budgetary Comparison Schedules.
- 3) Other GASB Required Supplementary Information related to Other Postemployment Benefits (OPEB) Liability, and Pensions.

Song Chin-Bendib
 Pacific Grove Unified School District
 August 7, 2019

We have also been engaged to report on supplementary information other than RSI that accompanies Pacific Grove Unified School District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the Financial Statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the Financial Statements or to the Financial Statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America, and we will provide an opinion on it in relation to the Financial Statements as a whole in a report combined with our auditor's report on the Financial Statements:

- 1) Schedule of Expenditures of Federal Awards
- 2) Local Education Agency Organization Structure
- 3) Schedule of Average Daily Attendance.
- 4) Schedule of Instructional Time
- 5) Reconciliation of Annual Financial and Budget Report With Audited Financial Statements
- 6) Schedule of Financial Trends and Analysis
- 7) Schedule of Charter Schools, if required
- 8) Combining Statements - Non-Major Governmental Funds
- 9) Note to Supplementary Information

Our responsibility for other information included in documents containing Pacific Grove Unified School District's audited financial statements and auditor's report does not extend beyond the financial information identified in the report. We have no responsibility for determining whether such other information contained in these documents is properly stated.

Audit Objectives

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with United States GAAP and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the Financial Statements as a whole. The objective also includes reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the Financial Statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 United States *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (the Uniform Guidance).

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that: (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance; and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over

Song Chin-Bendib
 Pacific Grove Unified School District
 August 7, 2019

compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the *2019-2020 Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting*, issued by the California Education Audit Appeals Panel as regulations, and the provisions of the Uniform Guidance, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audit. Our reports will be addressed to the Governing Board of Pacific Grove Unified School District.

We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the Financial Statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the Financial Statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the Financial Statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the Financial Statements. We will plan and perform the audit to obtain reasonable assurance about whether the Financial Statements are free of material misstatement, whether from: (1) errors; (2) fraudulent financial reporting; (3) misappropriation of assets; or (4) violations of laws or governmental regulations that are attributable to Pacific Grove Unified School District or to acts by management or employees acting on behalf of Pacific Grove Unified School District. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with United States generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the Financial Statements or major programs. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories and direct confirmation of receivables and certain

Song Chin-Bendib
 Pacific Grove Unified School District
 August 7, 2019

other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the Financial Statements; Schedule of Expenditures of Federal Awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of Pacific Grove Unified School District and its environment, including internal control, sufficient to assess the risks of material misstatement of the Financial Statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the Financial Statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the Financial Statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the Financial Statements are free of material misstatement, we will perform tests of Pacific Grove Unified School District's compliance with provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of Pacific Grove Unified School District's major programs. The purpose of these procedures will be to express an opinion on Pacific Grove Unified School District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

Song Chin-Bendib
 Pacific Grove Unified School District
 August 7, 2019

Other Services

We will also assist in preparing the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes of Pacific Grove Unified School District in conformity with United States GAAP and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards*, and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for: (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the Financial Statements, Schedule of Expenditures of Federal Awards, and all accompanying information in conformity with United States GAAP; and for compliance with applicable laws and regulations (including federal statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the Financial Statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within Pacific Grove Unified School District from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the Financial Statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the Financial Statements as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting Pacific Grove Unified School District involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the Financial Statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting Pacific Grove Unified School District received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that Pacific Grove Unified School District complies with applicable laws, regulations, contracts, agreements, and grants. Management is also responsible for taking timely and appropriate

Song Chin-Bendib
Pacific Grove Unified School District
August 7, 2019

steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review during our interim audit visit.

You are responsible for identifying all federal awards received, and for understanding and complying with the compliance requirements and for the preparation of the Schedule of Expenditures of Federal Awards (including notes and noncash assistance received) in conformity with the Uniform Guidance. You agree to include our report on the Schedule of Expenditures of Federal Awards in any document that contains and indicates that we have reported on the Schedule of Expenditures of Federal Awards. You also agree to include the audited financial statements with any presentation of the Schedule of Expenditures of Federal Awards that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for the presentation of the Schedule of Expenditures of Federal Awards in accordance with the Uniform Guidance; (2) you believe the Schedule of Expenditures of Federal Awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the Schedule of Expenditures of Federal Awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with United States GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

Song Chin-Bendib
Pacific Grove Unified School District
August 7, 2019

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

You agree to assume all management responsibilities relating to the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with the preparation of the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes, and that you have reviewed and approved the Financial Statements, Schedule of Expenditures of Federal Awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information, and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing. We will schedule the engagement based in part on deadlines, working conditions, and the availability of your key personnel. We will plan the engagement based on the assumption that your personnel will cooperate and provide assistance by performing tasks such as preparing requested schedules, retrieving supporting documents, and preparing confirmations. If, for whatever reason, your personnel are unavailable to provide the necessary assistance in a timely manner, it may substantially increase the work we have to do to complete the engagement within the established deadlines, resulting in an increase in fees over our original fee estimate.

We will not undertake any accounting services (including, but not limited to, reconciliation of accounts and preparation of requested schedules) without obtaining approval through a written change order or additional engagement letter for such additional work.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, Schedule of Expenditures of Federal Awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the Federal Audit Clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

Song Chin-Bendib
 Pacific Grove Unified School District
 August 7, 2019

The audit shall be completed and the audit report shall be delivered in accordance with time requirements as specified in the *Education Code for Local Educational Agencies*, unless delayed by circumstances beyond the control of the auditors. Fifteen (15) copies of the audit report may be rendered to Pacific Grove Unified School District, in addition to the copies required to be filed with the applicable governmental units; however, management is responsible for distribution of the reports and the Financial Statements. Copies in excess of the contract amount may be billed for an additional fee. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to the State of California, State Controller's Office or its designee, a federal agency providing direct or indirect funding, or the United States Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by an oversight agency, such as the State Controller's Office. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

We expect to begin our audit in early 2020 and to issue our reports no later than December 15, 2020. Bill C. Williams is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them.

To ensure that Eide Bailly LLP's independence is not impaired under the AICPA *Code of Professional Conduct*, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fee for these services will be at our standard hourly rates plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, etc.) except that we agree that our gross fee, including expenses, will not exceed \$32,780. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Our invoices for this fee will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

Song Chin-Bendib
 Pacific Grove Unified School District
 August 7, 2019

Additional audit fees may be assessed if additional auditing services are provided for (1) any changes in reporting format and/or audit requirements as stated in the Guide for Annual Audits of K-12 Local Education Agencies and State Compliance Reporting, issued by the California State Controller's Office or Governmental Accounting Standards Board; (2) any changes in the number of funds or accounts maintained by Pacific Grove Unified School District during the period under this contract; and (3) additional audit procedures required due to the lack of preparation for the audit on the part of Pacific Grove Unified School District. These fees shall be in addition to the above maximum fee for audit services.

The final installment will represent the ten percent (10%) withheld amount pursuant to *Education Code* Section 14505 and will be presented for payment upon certification by the Controller that the audit report conforms to the reporting provisions of the Audit Guide. All billings for additional audit fees or services will be billed as these services are provided. In accordance with *Education Code* Section 14505(b), Pacific Grove Unified School District shall withhold fifty percent (50%) of the audit fee for any subsequent year of a multi-year contract if the prior year's audit report was not certified as conforming to reporting provisions of the Audit Guide. This contract shall be null and void if a firm or individual is declared ineligible pursuant to subdivision (c) of Section 41020.5. The withheld amount shall not be payable unless payment is ordered by the State Board of Accountancy or the audit report for that subsequent year is certified by the Controller as conforming to reporting provisions of the Audit Guide.

The form and content of the annual audit shall be in conformity, to the extent practicable, with such form and content as may be prescribed by the State of California under Section 41020 of the *Education Code*, Audits of State of Local Governments, issued by the United States Office of Management and Budget, as issued pursuant to the Single Audit Act Amendments of 1996 and Title 2 United States *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance).

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for Pacific Grove Unified School District.

You may request that we perform additional services not addressed in this engagement letter. If this occurs, we will communicate with you regarding the scope of the additional services and the estimated fees. We also may issue a separate engagement letter covering the additional services. In the absence of any other written communication from us documenting such additional services, our services will continue to be governed by the terms of this engagement letter.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. Pacific Grove Unified School District and Eide Bailly LLP both agree that any dispute over fees charged by us to the Pacific Grove Unified School District will be submitted for resolution by arbitration in accordance with the Rules for Professional Accounting and Related Services Disputes of the American Arbitration Association except that under all circumstances the arbitrator must follow the laws of California. Such arbitration shall be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES CHARGED BY THE ACCOUNTANT, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND, INSTEAD, WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Song Chin-Bendib
Pacific Grove Unified School District
August 7, 2019

We appreciate the opportunity to be of service to Pacific Grove Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign below and return a signed copy to us.

You have requested that we provide you with a copy of our most recent external peer review report and any subsequent reports received during the contract period. Accordingly, our 2017 peer review report accompanies this letter.

Very truly yours,



Bill C. Williams
of EIDE BAILLY LLP

WCW/lto

Attachment

RESPONSE:

This letter correctly sets forth the understanding of Pacific Grove Unified School District.

Management Signature: _____

Title: _____

Date: _____



9250 EAST COSTILLA AVENUE, SUITE 450
GREENWOOD VILLAGE, COLORADO 80112
303-792-3020 (o) | 303-792-5153 (f)
WWW.WCRCPA.COM

Report on the Firm's System of Quality Control

June 13, 2018

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

RANDY WATSON | JEREMY RYAN | TROY COON | KELLY WATSON | JOHNNIE DOWNING

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the single audit act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.

Watson Coon Ryan, LLC

Watson Coon Ryan, LLC



August 7, 2019

Song Chin-Bendib
Assistant Superintendent of Business Services
Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950

We are pleased to confirm our understanding of the services we are to provide Pacific Grove Unified School District. We will perform the required annual financial audit of the proceeds from the sale of the bonds and the required performance audit to ensure that the funds have been expended only on the specific projects listed for the period beginning July 1, 2019 and ending June 30, 2020, in accordance with the compliance requirements of Section 1 of Article XIII A of the California Constitution.

Financial Audit

We will audit the financial statements of the Building Fund (Measures A and D) of Pacific Grove Unified School District as of and for the year ended June 30, 2020. The financial statements will present only the Building Fund and will not purport to, and will not be intended to present fairly the financial position and results of operations of Pacific Grove Unified School District in conformity with accounting principles generally accepted in the United States of America.

Audit Objectives

The objective of our audit is the expression of opinions as to whether the Building Fund (Measures A and D) financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, and will include tests of the accounting records of Pacific Grove Unified School District and other procedures we consider necessary to enable us to express such opinions. If our opinions on the financial statements are other than unqualified, we will fully discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements, we retain the right to take any course of action permitted by professional standards, including declining to express an opinion or issue a report, or withdrawing from the engagement.

We will also provide a report (that does not include an opinion) on internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements as required by *Government Auditing Standards*. The reports on internal control and compliance will each include a paragraph that states that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance, and the result of that testing, and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The paragraph will also state that the report is not suitable for any other purpose.

If during our audit we become aware that Pacific Grove Unified School District is subject to an audit requirement that is not encompassed in the terms of this engagement, we will communicate to management and those charged with governance that an audit in accordance with U.S. generally accepted auditing standards and the standards for financial audits contained in *Government Auditing Standards* may not satisfy the relevant legal, regulatory, or contractual requirements.

Management Responsibilities

Management is responsible for the Building Fund financial statements and all accompanying information as well as all representations contained therein. As part of the audit, we will assist with preparation of your financial statements and related notes. You are responsible for making all management decisions and performing all management functions relating to the financial statements and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any nonaudit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them. Management is responsible for establishing and maintaining effective internal controls, including evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met; for the selection and application of accounting principles; and for the fair presentation in the financial statements of the Pacific Grove Unified School District, in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants for taking

timely and appropriate steps to remedy any fraud, illegal acts, violations of contracts or grant agreements, or abuse that we may report.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information. With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, management understands that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors or any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards and *Government Auditing Standards*.

Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of Pacific Grove Unified School District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

Performance Audit

We will prepare a performance audit of the Measures A and D Bond for the proceeds of Pacific Grove Unified School District for the year ended June 30, 2020.

Objectives

The purpose of the Performance Audit is to meet the Proposition 39 requirements for the Measures A and D Bond proceeds to ensure compliance with Section 1 of Article XIII A, Section 1(b)(3)(C) of the California Constitution. This includes that the Proposition 39 Bond proceeds are expended only on the specific projects listed in the bond language approved by the voters and no Bond proceeds are being spent on administrative salaries or any other expenses that would otherwise be the obligation of the District's General Fund. The Performance Audit will be conducted in accordance with Government Auditing Standards.

Scope and Methodology

Our procedures for the Performance Audit will be as follows:

- Procure a detail of the accounting for the expenditures of the bonds.
- Review the detailed accounting of expenditures to determine if proceeds are being spent on administrative salaries or any other school operating expenses.
- From a sample of construction expenditures from the detailed accounting of expenditures, review expenditures to determine if proceeds expended are for specific projects as listed in the voter approved bond language.

Engagement Administration, Fees, and Other

The audit documentation for this engagement is the property of Eide Bailly LLP and constitutes confidential information. However, pursuant to authority given by law or regulation, we may be requested to make certain audit documentation available to third parties for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Eide Bailly LLP personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the California Department of Education, the California State Controller, or during any pending board investigation, disciplinary action, or legal action involving the licensee or the licensee's firm.

Bill C. Williams is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. Our fee for the Financial Audit and Performance Audit services will be \$6,000. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs.

If a dispute arises among the parties hereto, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Rules before resorting to litigation. The costs of any mediation proceedings shall be shared equally by all parties. The District and Auditors both agree that any dispute over fees charged by the accountant to the client will be submitted for resolution by arbitration in accordance with the rules of the American Arbitration Association. Such arbitration will be binding and final. IN AGREEING TO ARBITRATION, WE BOTH ACKNOWLEDGE THAT, IN THE EVENT OF DISPUTE OVER FEES, EACH OF US IS GIVING UP THE RIGHT TO HAVE THE DISPUTE DECIDED IN A COURT OF LAW BEFORE A JUDGE OR JURY AND INSTEAD WE ARE ACCEPTING THE USE OF ARBITRATION FOR RESOLUTION.

Eide Bailly LLP has owners that are not licensed as certified public accountants as permitted under Section 5079 of the California Business and Professions Code. It is not anticipated that any of the non-licensee owners will be performing audit services for the agency.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2017 peer review report accompanies this letter.

Pacific Grove Unified School District
August 7, 2019

We appreciate the opportunity to be of service to Pacific Grove Unified School District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy, and return it to us.

Very truly yours,

A handwritten signature in black ink that reads "Bill Williams". The signature is written in a cursive, flowing style.

Bill C. Williams
of Eide Bailly LLP

RESPONSE:

This letter correctly sets forth the understanding of Pacific Grove Unified School District.

By:

Title:

Report on the Firm's System of Quality Control

June 13, 2018

To the Partners of
Vavrinek, Trine, Day & Co., LLP
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at www.aicpa.org/prsummary. The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the single audit act; audits of employee benefit plans, and an audit performed under FDICIA.

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Vavrinek, Trine, Day & Co., LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended December 31, 2017 has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Vavrinek, Trine, Day & Co., LLP has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Watson Coon Ryan, LLC". The signature is written in a cursive, flowing style.

Watson Coon Ryan, LLC

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Agreement for Distribution of P.G. PR.I.D.E. Grant Funds

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Agreement for Distribution of P.G. PR.I.D.E. Grant Funds.

BACKGROUND:

For many years, P.G. PR.I.D.E. has done fundraising on behalf of the Pacific Grove Unified School District. They hold events to raise funds and then parse out the funds in the form of grants to individual teachers who submit application for grants. The grants are usually for additional classroom supplies, field trips, art docent, poetry lessons, etc.

There has never been a written agreement between P.G. PR.I.D.E. and the District.

At the request of P.G. PR.I.D.E., up until present time, the District has returned unspent grant funds to P.G. PR.I.D.E. for redistribution the following year. It has been determined this practice is considered a gift of public funds to a non-profit organization which is not permitted by law unless there is a specific agreement for the return of grant funds to P.G. PR.I.D.E..

INFORMATION:

This new Agreement will allow the District, under contract with P.G. PR.I.D.E., to return the unused grant funds and keep the practice in place legally.

Donations made pursuant to the “Walk with PRIDE” event are not covered by this agreement and are considered unrestricted for use by the designated donee and that P.G. PR.I.D.E. requires no reversion of such donations pursuant to this agreement.

FISCAL IMPACT:

None

AGREEMENT FOR DISTRIBUTION OF P.G. P.R.I.D.E. GRANT FUNDS

This Agreement for Distribution of P.G. P.R.I.D.E. Grant Funds (“Agreement”) is made and entered into this ____ day of May, 2019, by and among P.G. P.R.I.D.E., Inc. (“P.G. P.R.I.D.E.” or “Grantor”), on the one hand, and the Pacific Grove Unified School District (“PGUSD” or “Grantee”), on the other hand. Grantor and Grantee are sometimes referred to in this Agreement collectively as the “Parties.”

RECITALS

WHEREAS, P.G. P.R.I.D.E. is a nonprofit public benefit corporation organized and operated within the meaning of section 501(c)(3) of the Internal Revenue Code (“Code”), which raises funds for the purpose of enhancing the educational environment within the Pacific Grove Unified School District;

WHEREAS, P.G. P.R.I.D.E. distributes certain funds it raises via grants to PGUSD, based upon specific requests submitted by teachers, staff or administrators within the PGUSD organization; and

WHEREAS, the Parties desire to document the P.G. P.R.I.D.E-PGUSD grant process, and ensure maintenance of adequate records thereof;

NOW, THEREFORE, the Parties agree as follows:

TERMS OF AGREEMENT

1. **Grant Requests:** To qualify for a grant, the requesting representative of Grantee (the “Requestor”) must submit a grant request form to P.G. P.R.I.D.E. via the “PG PRIDE Grant Application Form” attached hereto as Exhibit 1 (the “Grant Request”). Upon receipt of a properly completed Grant Request, P.G. P.R.I.D.E. will consider the merits of the request. P.G. P.R.I.D.E. retains complete and exclusive discretion regarding whether to approve or deny the Grant Request.

2. **Approved Grants:** To the extent that P.G. P.R.I.D.E. approves a Grant Request, such becomes an “Approved Grant.” Upon approval, P.G. P.R.I.D.E. will notify the Requestor and Grantee of the Approved Grant, and Grantor will disburse the approved funds for the Approved Grant to Grantee.

3. **Grant Purpose; Expenditure of Grant Funds:** All P.G. P.R.I.D.E. funds distributed pursuant to the Approved Grant shall be spent exclusively for the specific educational activity set forth in the Grant Request, as approved, and are subject to Grantee’s acceptance of the terms described herein. Grantor reserves the right to exercise reasonable oversight with respect to Grantee’s use of these funds. To the extent that the Requestor/Grantee requests

modification of the educational activity set forth in the Approved Grant, such modification may be made only with Grantor's prior written approval.

4. **Recordkeeping and Reporting:** Grantee will furnish Grantor with (i) an annual written report containing a summary of receipts and expenditures, relative to each Approved Grant for that school year; (ii) upon request by Grantor, information sufficient to allow Grantor to determine that the P.G. P.R.I.D.E. funds distributed pursuant to any Approved Grant has been spent exclusively for the specific educational activity set forth in the Grant Request, as approved. The Parties acknowledge that such reports are necessary for Grantor to fulfill its own public reporting responsibilities. Grantee shall make all books, ledgers, accounts, files, computer records, and personnel involved in performing under this Agreement available to Grantor or its designated representatives, auditors, or legal counsel as reasonably necessary to determine compliance with the terms of the contract and applicable law.

5. **Reversion of Grant Funds:** Grantee will return to Grantor any unexpended funds within 90 days of the close of the Grantee's Fiscal Year end. Funds also shall be promptly returned if (i) Grantor determines that Grantee has not performed in accordance with the Terms of the Grant, and approved program and budget, or (ii) Grantee loses its exemption from federal income tax as provided for under the Code.

6. **Walk with PRIDE Donations Exempted From This Agreement:** The Parties acknowledge that P.G. P.R.I.D.E. holds an annual "Walk with PRIDE" fundraising event pursuant to which it solicits donations designated for specific teachers, classrooms, clubs, and sports teams in the PGUSD (the "Donees"); that P.G. P.R.I.D.E. submits those donations to PGUSD by check, along with records of the specific designations for those donations; and that P.G. P.R.I.D.E. supplies each participating teacher, advisor, or other responsible person with an accounting of donations made to their classroom/cause. The Parties agree that the donations made pursuant to the "Walk with PRIDE" event are not covered by this Agreement; are considered unrestricted for use by the designated Donee; and that P.G. P.R.I.D.E. requires no reversion of such donations pursuant to this Agreement.

7. **Grantor's Tax Exempt Status:** Grantee shall not engage in any activity that jeopardized Grantor's status as a nonprofit charity qualified to receive tax-deductible contributions under section 501(c)(3) of the Code.

8. **Term:** This Agreement shall remain in force and effect for a period of five (5) years beginning July 1, 2019 and ending June 30, 2024, following which it shall automatically renew at the end of each term for a further one (1) year term unless either party gives sixty (60) days written notice of termination pursuant to Paragraph 9 below.

9. **Termination:** Notwithstanding any other provision in this Agreement, either party may terminate this Agreement at any time by giving sixty (60) days written notice to the other party.

10. **Modification:** This Agreement may be supplemented, amended, or modified only by the mutual agreement of the parties. No supplement, amendment, or modification of this Agreement shall be binding unless it is in writing and signed by all parties.

Dated: _____, 2019

Pacific Grove Public Response in Dollars
for Education

By _____
Valerie Tingley
P.G. P.R.I.D.E., Inc.
Board Chair

Dated: _____, 2019

Pacific Grove Unified School District

By _____

- ☒ Consent
☐ Information/Discussion
☐ Action/Discussion

SUBJECT: Contract for Services with Jet Mulch Inc.

DATE: August 22, 2019

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.

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. The attached quote shows the unit price for one truck load of 75cy. The contract is for Jet Mulch to provide two truckloads of playground fiber, as needed, throughout the school year.

FISCAL IMPACT:

Fund 01 General Fund – Maintenance Budget - \$6,516.84

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 August 23, 2019 and shall be completed on or before June 30, 2020.
- 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:

\$3,258.42 per 75cy truckload not to exceed two truckloads for \$6,516.84.

Source of Funds: Fund 01

- 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 _____ day of _____, 20 ____.

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
(Board Approved August 22, 2019)

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

Assistant Superintendent

Date

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

JetMulch Inc
 PO Box 1667
 Capitola, CA 95010
 8663068524
 jetmulch@gmail.com
 www.jetmulch.com



License #C27-800650
 DGS SBE #4245
 DIR #1000006584

Estimate

ADDRESS

Matt Kelly
 Pacific Grove Unified School District
 435 Hillcrest Ave
 Pacific Grove, CA 93940

SHIP TO

Matt Kelly
 Pacific Grove, CA

ESTIMATE #	DATE	
12184-OL	08/12/2019	

DATE	ACTIVITY	QTY	RATE	AMOUNT
08/12/2019	EWf-I:Engineered Wood Fiber Installed PLAYGROUND: ASTM Certified Engineered Wood Fiber with BLOWN IN Installation 75 Cubic Yards \$39.95 per cubic yard	75	39.95	2,996.25T

SUBTOTAL 2,996.25
 TAX (8.75%) 262.17
TOTAL \$3,258.42

Accepted By

Accepted Date

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

SUBJECT: Contract for Services with Monterey Bay Pest Control

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Monterey Bay Pest Control for pest control problems district-wide for the 2019-2020 school year.

BACKGROUND:

Monterey Bay Pest Control is used at times when maintenance does not have the equipment or expertise to handle a pest problem. They are primarily used to remove bee nests, large ant infestations, or rat and mice issues. They are able to provide the safest materials per the District's Integrated Pest Management Plan and not exposing students to dangerous pesticides.

INFORMATION:

The contract is for the 2019-2020 school year and the District is invoiced for services rendered only.

FISCAL IMPACT:

Fund 01 General Fund – Maintenance Budget – not to exceed \$1,100.00

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, 2019 and shall be completed on or before June 30, 2020.
- 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:

Quarterly rodent trapping sessions at Robert Down 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 the sum of \$1,100

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) Quarterly - 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 _____ day of _____, 20__.

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. -

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

SUBJECT: Contract for Services with Psyched Services

DATE: August 22, 2019

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.

BACKGROUND:

Students referred for an initial special education assessment, and students due for their triennial re-evaluation, must be assessed by a properly credentialed School Psychologist. This is a new contract for the 2019/2020 school year.

INFORMATION:

A school district School Psychologist is on leave through February 2020. Psyched Services offers comprehensive psychoeducational and behavioral assessments. The cost of each assessment will differ depending on the type and length of the assessment, averaging \$3000 per assessment.

FISCAL IMPACT:

Up to \$50,000 funds not previously allocated
Funding source: Special Education Contracted 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

Psyched Services for services rendered as specified below.

1. Scope of Service:

To conduct initial and triennial Psychoeducational assessments, prepare and provide assessment reports and attend IEP meetings.

2. Expected outcome(s)

Students will be assessed for initial and triennial assessments by highly qualified independent school psychologists.

3. Dates of Service:

August 23, 2019-February, 2020

4. Financial Arrangements:

Up to \$50,000

School Funding Source: 01-0000-0-1110-3140-5800-00-000-5410-0750

Consultant: Psyched Services

Address: 533 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.

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) 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

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

SUBJECT: Contract for Services with Cinnamon Hills Youth Crisis Center

DATE: August 22, 2019

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Cinnamon Hills Youth Crisis Center for tuition for non-public school placement.

BACKGROUND:

This is a new contract for tuition for a non-public school placement.

INFORMATION:

A student may require placement in a residential treatment center contingent upon the student's IEP team decision. As per the Memorandum of Understanding (MOU) between Monterey County Behavioral Health (MCBH) and the Monterey County Special Education Local Plan Area (SELPA), MCBH will fund the cost of residential placement and mental health services. PGUSD is responsible to fund the educational cost of the non-public school.

FISCAL IMPACT:

Up to \$37,342 for the 2019/2020 school year depending on length of placement.
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

Cinnamon Hills Youth Crisis Center for services rendered as specified below.

1. **Scope of Service:**
To provide placement in a non-public school.
2. **Expected outcome(s)**
Student will receive special education instruction, case-management, and evaluations.
3. **Dates of Service:**
August 28, 2019-June 30, 2020
4. **Financial Arrangements:**
Up to \$37,343 depending on length of placement.

School Funding Source: 01-6500-0-5750-1180-5800-00-000-2300-0740

Consultant: Cinnamon Hills Youth Crisis Center

Address: 770 East St. George Blvd., St. George, Utah 84770

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) 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

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

SUBJECT: Contract for Services with SIRAS Systems

DATE: August 22, 2019

PERSON(S) RESPONSIBLE: Clare Davies, Director of Student Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with SIRAS Systems.

BACKGROUND:

This is a new contract to provide training on SIRAS Systems 504 Plans.

INFORMATION:

SIRAS Systems is an on line data entry, forms, and tracking system that is currently used by all school districts in Monterey County for Individualized Education Plans (IEPs) for students with disabilities under the Individuals with Disabilities Act (IDEA). The district would like to expand the use of SIRAS Systems for the development and tracking of 504 Plans for students who have disabilities under Section 504 of the Rehabilitation Act of 1973. Training will be provided for school district psychologists and counselors.

FISCAL IMPACT:

\$1,200 Counseling Contracted Service funds previously allocated.

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 SIRAS Systems for services rendered as specified below.

1. **Scope of Service:**
To provide training on use of SIRAS Systems' 504 Plan Module to our School Counselors and School Psychologists
2. **Evaluation and/or expected outcome(s):**
School Counselors and School Psychologists will be able to use the online system to complete the 504 processes for new and existing students.
3. **Length of the Contract:**
Service is to be provided on September 11, 2019
4. **Financial Consideration:**
\$1,200 for 3.5 hrs of training
School Funding Source: Counseling Contracts
Account Code: 01-0000-0-1110-3110-5800-00-000-5300-0750

Consultant: SIRAS Systems
Address: 466 Greenleaf Ct. Goleta, CA 93117

Signed _____ Date _____

☐ District Employee ☐ Independent Consultant

Signed _____ Date _____

Site/Program Administrator (Check appropriate box below)

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

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

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.

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

Contract for Services Criteria

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

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

District/Site Administrator

Date

Ref: Contract for Services Criteria

Revised 02/15

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

SUBJECT: Contract for Services with Dr. Tchicaya Missamou at Pacific Grove High School

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Dr. Tchicaya Missamou at Pacific Grove High School for keynote speaking.

BACKGROUND:

Dr. Missamou is a Doctor of Organizational Leadership who has a TED talk that is available for viewing on TED.com. His TED talk addresses the topic of freedom. He is an American Marine who was born in Africa, and has worked his way from a position of poverty, extreme personal trauma, and marginalization as an African American immigrant to one of prominence; he has reached the highest level of education and is a successful business owner and entrepreneur. He is on contract with Simon & Schuster and is a published author. He will be doing a one-time speaking engagement at Pacific Grove High School.

INFORMATION:

Dr. Missamou is a highly sought-after public speaker who has experience speaking to audiences around the world. An opportunity presented itself to secure him as a speaker for a significantly reduced rate because he was in the same doctoral cohort as Dr. Larry Haggquist. Dr. Haggquist will be housing Dr. Missamou, so we will not have to pay expenses for his lodging. Dr. Missamou was in Africa and his schedule was uncertain at the time of the June, 2019 board meeting. We were working with other districts to make this opportunity possible. For this reason, we were not able to include the contract in the June board meeting.

Dr. Missamou will provide a keynote on August 14, 2019 at PG High School regarding freedom and our chosen theme for the year, Making Waves. This keynote will help to set the direction for school culture for this 2019/2020 school year.

FISCAL IMPACT:

Site Funds: \$2,500

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

Dr. Tchicaya Missamou _____ for services rendered as specified

below. 1.

Scope of Service:

To provide: Back-to-school speaker. He will address the entire student
body. _____

2.

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

The theme chosen for this year is Making Waves. Dr. Missamou will provide a
keynote that will help set direction for school culture. _____

3.

Length of the Contract:

Service is to be provided on the following date(s): Wednesday, August 14,
2019. _____

4.

Financial Consideration:

Consultant to be paid at the rate of: \$2500 / day _____ (\$ per hr/day/other)
for speaking presentation _____ (hours/days/other)

School Funding Source: Instructional Professional Consulting Services and
ASB. _____

Consultant(Please print) Dr.Tchicaya Missamou _____

Address 28359 Robin Avenue Santa Clarita, CA 91350 Phone (818)448-0822

Signed _____ Date 8/13/19 Email tchicayaus@yahoo.com

☐ District Employee

☐ Independent Consultant

Signed _____ Date 8/13/19

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.

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

SUBJECT: Contract for Services with DJ Dan- Disc Jockey

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify the contract for services with DJ Dan as a Disc Jockey at Pacific Grove High School.

BACKGROUND:

DJ Dan was the Disc Jockey at all of our dances at Pacific Grove High School last year, including the Back to School Dance, the Winter Formal, and Prom. The administration and leadership activities director was very pleased with DJ Dan's professionalism, timeliness, and overall services.

INFORMATION:

The leadership class and dance committee at Pacific Grove High School arranged last May for DJ Dan to work the Back to School Dance on August 9, 2019 from 8pm – 11pm, but neglected to submit the Contract for Services paperwork as the students were away during the summertime and are still getting used to new systems of operation.

FISCAL IMPACT:

\$700 flat rate to be paid from ASB funds.

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

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

DJ Dan Utica _____ for services rendered as specified below.

1. Scope of Service:

To provide: _____ Music for Back to School

Dance _____

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

_____ Music for our dance _____

3. Length of the Contract:

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

_____ August 9, 2019 from 8-11 pm

only _____

4. Financial Consideration:

Consultant to be paid at the rate of: \$700.00 flat rate

_____ (\$ per hr/day/other)

For _____ the evening of Friday 8/9/19 only _____

(hours/days/other)

School Funding Source: ASB Leadership Wells Fargo Bank _____

Account Code: _____ #8994873977 _____

Consultant (Please print) _____

Address _____ 213 _____ El _____ Roya _____ Avenue _____ Modesto,

CA _____ Phone _____ 209-872-9700 _____

Signed _____ Date _____ Email _____

☐ District Employee☒ Independent ConsultantSigned _____ Date 8/6/2019

Site/Program Administrator (Check appropriate box below)

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

Attached Criteria Page (REQUIRED) identifies reason.

Signed _____ Date _____

Director of Human Resources

Signed _____ Date _____

Assistant Superintendent

ALL SIGNATURES MUST BE OBTAINED BEFORE SERVICES ARE PROVIDED.***Independent Consultant** must sign and submit a W-9 to District prior to providing service.

Revised 7/19

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

SUBJECT: Agreement for Services with ArbiterPay

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the agreement with ArbiterPay to allow the middle school and high school to pay for athletics officials for the fiscal year 2019-2020.

BACKGROUND:

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

INFORMATION:

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

A contract with PSI for the middle school was approved by the Board at the June 20, 2019 meeting.

FISCAL IMPACT:

High school is funded from the Athletics account maintained at Wells Fargo.
Middle school is funded from the General Fund allocated for Athletics.

ARBITERPAY SUBSCRIPTION AND ARBITERPAY USER AGREEMENT

This ArbiterPay Subscription Agreement is entered into by and between your business, school, group or other entity ("*Payor*") and ArbiterSports, LLC ("*ArbiterSports*"). This Subscription Agreement is subject to the Terms and Conditions of ArbiterPay Services and the ArbiterPay User Agreement ("*Terms and Conditions*") located on the ArbiterSports Website ("*Website*") at https://www.arbiterpay.com/wp-content/uploads/2019/05/payor_arbiterpay_trust_agreement.pdf which Terms and Conditions are incorporated herein in their entirety and may be updated and revised from time to time. This Subscription Agreement and the Terms and Conditions are collectively referred to as the "*User Agreement*."

AGREEMENT

1. ArbiterPay Subscription. Payor hereby subscribes to ArbiterSports' automated online payment processing system known as "*ArbiterPay*." ArbiterSports agrees to provide ArbiterPay services to Payor in accordance with the Terms and Conditions.
2. Cancellation. Payor's subscription is cancellable at any time, without penalty, upon written notice to ArbiterSports. Following such cancellation, ArbiterSports will return any balance in Payor's ArbiterPay account within ten (10) days of receiving notice of cancellation in accordance with the Terms and Conditions.
3. Location of Funds. All funds deposited in Payor's ArbiterPay account will be held in a trust account ("*Trust Account*") deposited in FDIC-insured financial institutions having at least \$1 billion in assets, including JP Morgan Chase Bank, NA or one or more correspondent banks ("*Banks*"), and managed by Bank of Utah as trustee and paying agent ("*Trustee*") as described in the Terms and Conditions. If required by law, and upon written request to ArbiterSports, funds deposited in Payor's ArbiterPay account can be allocated to a Bank having a presence within Payor's state of organization.
4. Depositing Funds. Payor's funds may be deposited into the Trust Account by (i) requesting an ACH debit through the Website into the Trust Account; (ii) electronic transfer (for example, an ACH transfer or a wire transfer) from Payor's bank account into the Trust Account; or (iii) providing a check to the Trustee in the manner described on the Website. Payor understands that it is Payor's responsibility to monitor and maintain funds in Payor's ArbiterPay account. ArbiterSports will not authorize payments in excess of the positive balance of Payor's ArbiterPay account. Payor's ArbiterPay account funds will be included by the Trustee in one or more accounts with the Banks together with funds submitted by other ArbiterPay payors, but all such payors' funds will be separately accounted for by the Trustee and ArbiterSports. Payor's funds will be held in the Trust Account until such time as Payor directs ArbiterSports through the Website to make payments to specific payees who are registered users of ArbiterPay ("*payees*") and such payments are requested by and distributed to the respective payee.
5. FDIC Insurance. All funds in Payor's ArbiterPay account shall be deposited in accounts that are FDIC-insured to the extent that the amount of Payor's funds is within applicable FDIC

limitations. Payor has the sole responsibility to ensure that the funds in Payor's ArbiterPay account, when combined with Payor's other accounts, funds or investments with such financial institutions do not exceed the limits permitted by the FDIC for its insurance coverage. Payor acknowledges and agrees that it will not receive interest or other earnings on the funds in the Trust Account. In addition to any other fees paid by Payor in connection with the ArbiterPay services, Payor assigns to ArbiterSports any interest or earnings that may accrue on funds held in the Trust Account.

6. Payment Instructions. Payor will provide online payment instructions via the Website, and ArbiterSports' processing system will then provide corresponding electronic payment instructions to the Trustee. Payor may only initiate payments through the Website. Payor authorizes the Banks and the Trustee to follow the instructions of ArbiterSports (whether electronic, written or oral) without contacting Payor directly or requiring further instructions from Payor. Payor has the sole responsibility (a) to obtain each payee's user name and ArbiterPay account number and (b) to keep such information and instructions current and accurate. Once Payor has provided payment authorization, such payment may not be able to be cancelled.

7. Unauthorized Transactions. Payor is responsible to maintain the confidentiality of its username and password. Payor should immediately notify ArbiterSports if Payor believes (i) there has been an unauthorized transaction or unauthorized access to Payor's account; (ii) Payor's password has been compromised; (iii) Payor has made an error in information provided on the Website; (iv) there is an error with respect to Payor's account information or history; or (v) Payor needs more information about a transaction linked to its account. Payor is responsible for all transactions conducted on its account using its username and password. Neither ArbiterSports nor the Trustee will reimburse Payor for any unauthorized transactions which occur prior to the time ArbiterSports receives notification from Payor of the unauthorized activity.

8. Account Statements. Payor may view its transaction history and account information by logging onto the Website. Payor will not receive account statements by mail or email. Payor agrees to diligently monitor and review its transactions through the Website.

9. Fees. Currently, there is no enrollment cost or monthly cost to maintain Payor's account. However, ArbiterSports does charge certain fees to cover transactions and inactivity associated with Payor's ArbiterPay account. You can request a current schedule of fees charged by contacting ArbiterSports at www.arbiterpay.com. Payor is solely responsible for any additional fees charged directly by Payor's financial institution associated with ACH debits and credits initiated through the Website. ArbiterSports reserves the right to change its fee structure upon thirty (30) days' prior notice to Payor which notification may be provided as a notification in Payor's ArbiterPay account, by email or by posting on the Website. ArbiterSports is solely responsible to the Trustee's compensation and Payor shall not have any liability to the Trustee for compensation for its services.

10. Taxes. Payor has the sole responsibility (a) to determine what, if any, taxes (including, but not limited to any state withholding taxes) apply to payments made or received and (b) to collect, report and remit the correct tax to the appropriate tax authority with respect to such payments. Payor acknowledges that ArbiterSports is not responsible for collecting, reporting or remitting any

taxes, garnishments, levies, or any other third-party collections or payments with respect to any payments. Payor may elect on the Website to have ArbiterSports issue 1099 tax forms to payees on Payor's behalf; however, it is Payor's responsibility to issue any required state withholding tax reporting forms. ArbiterSports is not responsible for reporting any state withholding tax information on any 1099 tax form (including boxes 16-18 of IRS form 1099-MISC). Payor agrees and acknowledges that any 1099 tax forms issued to payees on Payor's behalf will be issued electronically.

11. Duties of ArbiterSports and Trustee. ArbiterSports will be responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of accounts for ArbiterPay payors and payees and (ii) the confidentiality of ArbiterPay payors' and payees' information. The Trustee will be responsible for ensuring compliance with all applicable federal and state laws relating to (i) the opening and maintenance of the Trust Account; (ii) the acceptance of funds deposited by each ArbiterPay payor into the Trust Account; (iii) the confidentiality of Trustee customer information; (iv) the transmitting of payments; and (v) all other functions related to the Trustee's responsibilities under the Terms and Conditions.

12. Limitation on Duties of ArbiterSports. ArbiterSports' duties under this Agreement are limited to (i) providing software, data management and website services; (ii) acting as Payor's agent as described in the User Agreement; and (iii) interacting with and instructing the Trustee as described in the User Agreement. ArbiterSports will not receive, hold, own or transmit any funds whatsoever and will not provide any financial or banking services. No provision of the User Agreement should be read or interpreted to authorize or require ArbiterSports to perform any action that would cause ArbiterSports to be subject to, or in violation of, any federal, state or local law or regulation applicable to money transmitters, banks or other financial institutions or financial service providers.

13. Complete Agreement. This Subscription Agreement, together with the Terms and Conditions, set forth the entire understanding between Payor on the one hand and ArbiterSports and the Trustee on the other hand with respect to the Website, Payor's ArbiterPay account and the ArbiterPay services. In the event of any conflict between this Subscription Agreement and the Terms and Conditions, the Terms and Conditions shall control.

14. Authorization. The individual executing this Subscription Agreement on behalf of Payor hereby represents that he or she has the authority to bind Payor and acknowledges that he or she has read and agrees to the Terms and Conditions on behalf of Payor.

Appendix A

Pacific Grove Unified School District

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

X _____

X _____

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

SUBJECT: Contract for Services with Peninsula Sports, Incorporated

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Incorporated (PSI) with Pacific Grove High School to schedule sports officials/referees services for the 2019-20 fiscal year.

BACKGROUND:

For many years PSI has been scheduling sports officials/referees for all high school sports teams.

INFORMATION:

PSI manages the scheduling of sports officials/referees for all athletic teams and payment to those individuals are paid through ArbiterPay which is a separate entity.

FISCAL IMPACT:

\$4,000.00 paid from high school Athletics account maintained at Wells Fargo.

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 **_PSI – Peninsula Sports Inc.** for services rendered as specified below.

1. Scope of Service:

To provide: Administration of referees for the 2019 -20 sports season

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

To provide support and monitoring of referees and sports games for the length of the sporting year (August 2019 – June 2020)

3. Length of the Contract:

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

As stated above – August 2019 – June 2020

4. Financial Consideration:

Consultant to be paid per sports season – Fall, Winter and Spring

Not to exceed \$4,000.00 for the complete year. Example – (the bill for the Fall fees is \$1,500.00 – received July 29, 2019)

School Funding Source: _Wells Fargo Bank Athletic Department Fund

Account Code: _#1965169244/400

Consultant (Please print and sign) _____

Address _____ Phone _____

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.
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

- ☒Consent
☐Information/Discussion
☐Action/Discussion

SUBJECT: Next Generation Science Standards Toolkit for Instructional Materials Evaluation (TIME)

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Memorandum of Understanding with Monterey County Office of Education for Next Generation Science Standards Toolkit for Instructional Materials Evaluation (TIME) training.

BACKGROUND:

The California Next Generation Science Standards (CA NGSS) require major shifts in teaching and learning. For CA NGSS these include: 3-dimensional instruction (Science & Engineering Practices, Disciplinary Core Ideas and Crosscutting Concepts), phenomenon-driven inquiry, students engaged in sense making learning experiences, and incorporation of Environmental Principles and Concepts.

These shifts require highly qualified teachers using high quality instructional materials to impact student achievement as envisioned in the CA NGSS. The Toolkit for Instructional Materials Evaluation (TIME) will ensure our district adopts the most appropriate science curriculum addressing all NGSS standards. CA NGSS TIME engages educators in extensive professional learning which is foundational to selecting high quality instruction materials.

CA NGSS TIME has several important features that resonate with district priorities. It approaches adoption of instructional materials from a systems' point of view. As such, the tools and processes address the district lens to tailor material selection to district needs; provide systematic approaches to evaluating and selecting instructional materials through evidence-based decision making; and, provide implementation strategies through teacher and administrator professional learning opportunities.

CA NGSS TIME align with the principles of Improvement Science. The *California System of Support* provided to local education agencies is centered on Improvement Science. One of the principles is to make the work problem-specific and user centered. Using CA NGSS TIME, educators in the room enhance content knowledge and understanding of student needs as they build expertise in making informed decisions regarding instructional resources.

Investing 3 days in the CA NGSS TIME training results in knowledgeable educators who can return to their respective sites to work with site grade levels and departments to make informed selection decisions, and plan for better district-wide implementation.

INFORMATION:

The Monterey County Office of Education will provide the NGSS Toolkit training on September 11-13 at the district office. Two teachers from each elementary and middle school science department will attend

this three day training at the district office. Carmel Unified School district will also be sending a team of teachers from their elementary schools to join our team. Carmel Unified and PGUSD are splitting the cost of the training. The total cost is \$3600 for 3 days and PGUSD's portion is \$1800, plus the cost of 6 substitutes for three days at \$3600. This expenditure has already been budgeted in the professional development budget 4960 for 2019-2020.

FISCAL IMPACT:

\$5400. This expenditure has already been budgeted within the 2019-20 Professional Development budget.



Monterey County Office of Education
Memorandum of Understanding
Educational Services
2019-2020

1. **GENERAL:** This Memorandum of Understanding (MOU) is between the Monterey County Office of Education (MCOE) and the _____ (DISTRICT). The term of this MOU commences on _____ and terminates on _____.

2. **SERVICES:**

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

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

- b. Description of Services:

3. **RESPONSIBILITY OF THE PARTIES:**

- a. MCOE agrees to the following:

- **Planning:**
- **Service Delivery:**
- **Follow-up:**

- b. DISTRICT agrees to the following:

- **Facilities & Technology:**
- **Resources & Supplies:**
- **Attendance:**

4. **PAYMENT:**

- a. **Districts/Schools:** DISTRICT shall pay MCOE in consideration of such services a total fee not to exceed \$_____.
- b. **Direct Service Districts:** DISTRICT will apply and deduct all Direct Service funds available to DISTRICT. See attached worksheet.
- c. **Transfer of Funds:** Payment will be made in the form of a fund transfer after the work has been completed. The total sum to be transferred under this agreement shall be paid by_____.
Fund Resource Yr Goal Function Object Sub Obj Site Local Mngr.

5. **INDEMNIFICATION:** DISTRICT shall hold MCOE, its officers, agents and employees harmless from all suits, claims and liabilities resulting from negligent acts or omissions of MCOE, its officers, agents or employees taken under this Agreement.

6. **TERMINATION:** This Agreement is subject to termination upon thirty (30) days written notice. In the event of early termination by DISTRICT, DISTRICT shall pay MCOE for all actual costs incurred through the effective date of termination.

7. **GOVERNING LAW:** The terms and conditions of the Agreement shall be governed by the laws of the State of California conducted in Monterey County, California.

8. **MODIFICATION OR ASSIGNMENT:** This Agreement may not be assigned by either party without the express written consent of the other. No modification shall be effective unless approved in writing by MCOE and authorized representatives of the parties involved.

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

SCHOOL DISTRICT (DISTRICT)

By: _____
Signature

By: _____
Signature

Garry Bousum

Typed Name

Associate Superintendent

Signature

Caryn Lewis

Typed Name

Assistant Superintendent

Typed Name

Title

Date

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

SUBJECT: Designation of Community Human Services Representative

DATE: August 22, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board approve Cristy Dawson as the Pacific Grove Unified School District Community Human Services Representative.

BACKGROUND:

Community Human Services is a 501c(3) public nonprofit and Joint Powers Authority providing substance abuse and mental health counseling and recovery services to middle and low income individuals and families in Monterey County, California.

FISCAL IMPACT:

None.

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

SUBJECT: Update to Board Policy, Regulation and Exhibit 1312.3 Uniform Complaint Procedures

DATE: August 22, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the revisions to Board Policy, Regulation and Exhibit 1312.3 Uniform Complaint Procedures.

INFORMATION:

The updates to Board Policy, Regulation and Exhibit 1312.3 Uniform Complaint Procedures were recommended by legal counsel due to the passing of a new Bill.

- Bill 75, the Education Budget Trailer Bill that took effect on July 1, 2019, expands the scope of Uniform Complaint procedures to include complaints of non-compliance with the physical education instructional minutes requirement for middle and high school students. (Education Code section 51222.)
- This new law does not impact physical education instructional minutes for grades 1-6 non-compliance complaints. (Education Code section 51210 (a)(7).)

FISCAL IMPACT:

There is no direct fiscal cost to this item.

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

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

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

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

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

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

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

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

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:

- 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.

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

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

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

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

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

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

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

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

the District may be filed using the District's UCP Complaint form (Exhibit 1312.3(a)) and in accordance with Administrative Regulation 1312.3.

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

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

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

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

Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination

222 Lactation accommodations for parenting students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18179 School libraries

35146 Closed sessions

35160 Authority of governing boards

44670.1-44671.5 School personnel staff development and resource centers

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

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

4622 Homeless students and students in foster care

48985 Notices in language other than English

49013 Pupil fees

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

49060-49079 Student records

49490-49560 Child nutrition programs

51210, **51222** and 51223 ~~Elementary school p~~Physical education instructional minutes

51225.1 and 51225.2 Graduation and coursework requirements for foster youth, homeless students, former juvenile court school student, and students living in active duty military households

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

51513 Personal beliefs

~~52000-52049.1 School improvement programs~~

52075 Local Control and Accountability Plan

52160-52178 Bilingual education programs

52300-52483 Vocational education

52500-52616.24 Adult schools

52800-52863 School-based coordinated programs

54000-54041 Economic impact aid programs

54100-54145 Miller-Unruh Basic Reading Act

54400-54425 Compensatory education programs

54440-54445 Migrant education

54460-54529 Compensatory education programs

56000-56885 Special education programs

59000-59300 Special schools and centers

64000 Consolidated application process

GOVERNMENT CODE

54957-54957.8 Closed sessions

CODE OF REGULATIONS, TITLE 5

3080 Application of section 4600-4671

4600 – 4671 Uniform Complaint Procedures

UNITED STATES CODE, TITLE 20

1221 – 1232g General Education Provisions Act

1681 – 1688 Discrimination based on sex or blindness, Title IX

CODE OF FEDERAL REGULATIONS, TITLE 34

100.1 – 100.13 Nondiscrimination

CSBA Date – 10/97

Pacific Grove Unified School District

Community Relations

Policy #1312.3

UNIFORM COMPLAINT PROCEDURES

Mandated Policy

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

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

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

2. Noncompliance Complaints. Complaints alleging failure to comply with state or federal laws in adult education programs, consolidated categorical aid programs, migrant education, career technical and technical education programs, Regional Occupational Centers and Programs, state preschool program health and safety, foster and homeless youth services, lactating student accommodations, 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, child care and development programs, child nutrition programs, and special education programs. (Title 5, Sections 4610, 4620)

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

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

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

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6. Graduation and Coursework Requirements for Foster Youth, Homeless Students, Former Juvenile Court Students, 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.)

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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 7-12 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)

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.

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

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

Legal Reference:

EDUCATION CODE

200-262.3 Prohibition of discrimination

222 Lactation accommodations for parenting students

8200-8498 Child care and development programs

8500-8538 Adult basic education

18100-18179 School libraries

35146 Closed sessions

35160 Authority of governing boards

44670.1-44671.5 School personnel staff development and resource centers

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

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

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

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54460-54529 Compensatory education programs
56000-56885 Special education programs
59000-59300 Special schools and centers
64000 Consolidated application process
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54957-54957.8 Closed sessions
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4600 – 4671 Uniform Complaint Procedures
UNITED STATES CODE, TITLE 20
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1681 – 1688 Discrimination based on sex or blindness, Title IX
CODE OF FEDERAL REGULATIONS, TITLE 34
100.1 – 100.13 Nondiscrimination
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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 Superintendent or designee shall meet the notification requirements of the Code of Regulations, Title 5, Section 4622, including the annual dissemination of District complaint procedures and information about available appeals, civil law remedies and conditions under which a complaint may be taken directly to the California Department of Education. The Superintendent or designee shall ensure that complainants understand that they may pursue other remedies, including actions before civil courts or other public agencies.

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

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

Procedures

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

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

Filing of Complaint

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Community Relations

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UNIFORM COMPLAINT PROCEDURES

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

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

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

A written complaint alleging District violation of applicable federal or state laws governing adult education programs, consolidated categorical aid programs, migrant education, career technical education and training programs, Regional Occupational Centers and Programs, child care and development programs, state preschool program health and safety, child nutrition programs, foster and homeless youth services, lactating student accommodations, [pregnant and parenting student parental leave and educational rights](#), [physical education instructional minute requirements for students in grades 1-6](#), educational content course requirements for grades 9-12, former juvenile court school students' graduation, coursework and continuing education options, graduation and coursework requirements for foster youth, homeless students, [migratory and newly arrived immigrant students participating in a "Newcomer Program"](#) and students living in active duty military households, school safety planning or special education programs, may be filed by any individual, public agency, or organization. (Education Code Sections 222, 51210, [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)

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.

Pacific Grove Unified School District**Community Relations****Regulation #1312.3**

UNIFORM COMPLAINT PROCEDURES**Mandated Procedures**

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

Mediation

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

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

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

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

Investigation of Complaint

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

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

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

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

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

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evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (Title 5, Section 4631)

Response

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

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

Final Written Decision

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

This written decision shall include:

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

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UNIFORM COMPLAINT PROCEDURES

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

Appeals to the California Department of Education

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

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)

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; (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, 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.

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

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

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

Procedures

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

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

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UNIFORM COMPLAINT PROCEDURES

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Filing of Complaint

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

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

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

A written complaint alleging District violation of applicable federal or state laws governing adult education programs, consolidated categorical aid programs, migrant education, career technical education and training programs, Regional Occupational Centers and Programs, child care and development programs, state preschool program health and safety, child nutrition programs, foster and homeless youth services, lactating student accommodations, 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, school safety planning or special education programs, 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)

3. Complaints regarding pupil fees and LCAP violations

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

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UNIFORM COMPLAINT PROCEDURES**Mandated Procedures**

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

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

Mediation

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

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

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

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

Investigation of Complaint

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

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

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

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

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

Pacific Grove Unified School District

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evidence collected that a violation has occurred and may result in the imposition of a remedy in favor of the complainant. (Title 5, Section 4631)

Response

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

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

Final Written Decision

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

This written decision shall include:

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

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Appeals to the California Department of Education

If dissatisfied with the District's decision, the complainant may appeal in writing to the California Department of Education within 15 days of receiving the District's decision. For good cause, the Superintendent of Public Instruction may grant an extension for filing appeals. (Title 5, Section 4632) When appealing to the California Department of Education, the complainant must specify the reason(s) for appealing the District's decision and must include a copy of the locally filed complaint and the District's decision. (Title 5, Section 4632)

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; (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, 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.

See Policy #1312.3
CSBA Date – 10/97

Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
Uniform Complaint Form**

Please complete all information and return this form to:

**PGUSD Human Resource Office
435 Hillcrest Avenue
Pacific Grove, CA 93950***If you need help filling out the form please contact the Human Resources Director at 646-6507.*

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

Name of Parent if not Complainant*Please check the appropriate box(es):*

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

Please specify the program(s): _____.

- C. ☐ I am filing a complaint alleging violation of the prohibition against requiring students to pay fees, deposits, or other charges for participation in educational activities.
- D. ☐ I am filing a complaint alleging that the District has not complied with legal requirements related to the implementation of the Local Control and Accountability Plan (LCAP).

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

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

(For Office Use Only)**Date Received****Date Complainant was contacted****Expected Date of Written Response (60 working days)**

Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

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

Details of the complaint (attach appropriate supporting documents):

Specific remedy sought:

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

Signature of Complainant: _____

Pacific Grove Unified School District

Community Relations

Exhibit #1312.3

PACIFIC GROVE UNIFIED SCHOOL DISTRICT Uniform Complaint Form

Please complete all information and return this form to:

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

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

Date	Name of Complainant	School
Address	City	State 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, 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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- 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.
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(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

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Details of the complaint (attach appropriate supporting documents):

Specific remedy sought:

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

Signature of Complainant: _____

- ☐ Consent
☐ Information/Discussion
☒ Action/Discussion

SUBJECT: Revisions to Board Policy 5111.1 Student Residency

DATE: August 22, 2019

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

RECOMMENDATION:

The Administration recommends that the Board review and approve the revisions to Board Policy 5111.1 Student Residency.

INFORMATION:

The revisions to Board Policy 5111.1 were recommended by legal counsel in order to bring up to date District Board Policies related to Student Residency and in compliance with Education Code. Additionally, updates were recommended to protect the District from legal liabilities and in line with current practices. The original policy was approved by the Board on August 15, 2002.

Predominantly, the policy was revised to direct the following:

- Provide reasonable evidence of residency for a pupil living with his or her parent or legal guardian shall be established by documentation showing the name and address of the parent or legal guardian within the school district, including, but not limited to (Education Code 48204.1) specific requirements as listed in Regulations 5111.1
- The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon request for admission to a district school. (Education Code 48204). A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)
- When establishing students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members, (Education Code 234.7)
- A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency.

Investigation of Residency:

- Proof of residency shall be required annually
- The Superintendent or designee is authorized to investigate any cases where the District is able to identify specific, articulable facts that support the belief that the parent/guardian

has provided false or unreliable evidence of residency (Education Code 48204.1, 48204.2).

- The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of person who may have knowledge of the student's residency.
- If necessary, the Superintendent or designee may employ the services of a private investigator. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district (Education Code 49204.2)
- The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)
- Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)

Appeal of Enrollment Denial:

- If the Superintendent's designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination to the Superintendent. (Education Code 48204.2)
- The Superintendent's designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision to the Superintendent and provide new evidence of residency
- The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)
- A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.
- In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final

FISCAL IMPACT:

There is no direct fiscal cost to this item.

Pacific Grove Unified School District

Students

Policy #5111.1

STUDENT RESIDENCY

~~1. Children attending public school are required to attend school in the school district wherein their parent/legal guardian resides, unless explicitly authorized to attend school in another district. Pacific Grove Unified School District is a “basic aid” school district, unlike most other school districts in the state, and as such, the state does not provide funding to the district to educate children who reside in other school districts. As a result, the enrollment of students whose parent/legal guardian reside in other school districts reduces the educational resources available for resident students and increases class size. It is therefore the District’s policy to require valid proof of residency for all students, and to be vigilant in discovering and terminating unauthorized enrollment.~~ Reasonable evidence of residency for a pupil living with his or her parent or legal guardian shall be established by documentation showing the name and address of the parent or legal guardian within the school district, including, but not limited to, (Education Code 48204.1) specific requirements as listed in Regulations 5111.1

The Superintendent or designee shall annually notify parents/guardians of all existing attendance options available in the district, including, but not limited to, all options for meeting residency requirements for school attendance. (Education Code 48980)

The Superintendent or designee shall require parents/guardians to provide documentation of the student's residency upon request for admission to a district school. (Education Code 48204) A copy of the document or written statement offered as verification of residency shall be maintained in the student's mandatory permanent record. (5 CCR 432)

When establishing students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members. (Education Code 234.7)

A student's enrollment may be denied when the submitted documentation is insufficient to establish district residency. ~~In any such case, the Superintendent or designee shall notify the parent/guardian in writing, including specific reasons for the denial.~~

Investigation of Residency

- a. The Superintendent or designee is authorized to require the parent/legal guardians of students to provide to the District verifiable documentary evidence of residency, to execute affidavits attesting to residency, and to otherwise prove residency to the satisfaction of the District on request. Proof of residency shall, ~~at a minimum,~~ be required annually upon a student’s enrollment in kindergarten, 6th grade, and 9th grade, and upon a student’s initial enrollment in the District if at a different level than above.
- b. The Superintendent or designee is authorized to investigate any cases where ~~there is reason to believe that false information has been provided to the District with respect to residency or where there is reason to believe that the information provided is no longer current.~~ the District is able to identify specific, articulable facts that support the belief that the

Pacific Grove Unified School District

Students

Policy #5111.1

STUDENT RESIDENCY

- parent/guardian has provided false or unreliable evidence of residency (Education Code 48204.1, 48204.2)– Such investigation may include the hiring of a private investigator.
- c. The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of person who may have knowledge of the student's residency.
 - d. If necessary, the Superintendent or designee may employ the services of a private investigator. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 49204.2)
 - e. The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)
 - f. Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)
 - g. If the Superintendent or designee determines that a student currently enrolled in the District is not a resident of the District, the student shall be disenrolled from the District, effective the Friday of the week following the determination of non-residency. If the student moves out of the District during the course of the year, and notifies the District of the change of residency then the student may apply for an interdistrict transfer agreement to allow the student to remain until the end of the current semester. In cases where transferring to a new school district after the end of the first semester would cause a severe hardship, the Superintendent is authorized to grant the interdistrict transfer through the end of the current school year. In determining severe hardship, the Superintendent shall consider evidence provided by the parent.
 - h. In the event the District becomes aware of any violation of law during the course of enforcing this policy, including violation of fraud or perjury statutes, the Superintendent or designee may refer such matters to the appropriate law enforcement authorities for criminal investigation.

Appeal of Enrollment Denial

- a. If the Superintendent's ~~or~~ designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination to the Superintendent. (Education Code 48204.2)

Pacific Grove Unified School District

Students

Policy #5111.1

STUDENT RESIDENCY

- b. The Superintendent's or designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision to the Superintendent and provide new evidence of residency.
- c. The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)
- d. A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.
- e. In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

Legal Reference:

EDUCATION CODE

220 Prohibition of discrimination

234.7 Student protections relating to immigration and citizenship status

35160.5 Intradistrict open enrollment

35351 Assignment of students to particular schools

46600-46610 Interdistrict attendance permits

48050-48054 Nonresidents

48200-48208 Compulsory education law, especially:

48204 Residency requirements

48204.1-48204.4 Evidence of residency

48300-48317 Student attendance alternatives, school district of choice program

Pacific Grove Unified School DistrictStudentsPolicy #5111.1**STUDENT RESIDENCY**48350-48361 Open Enrollment Act transfers48645.5 Former juvenile court school students, enrollment48852.7 Education of homeless students; immediate enrollment48853.5 Education of foster youth; immediate enrollment48980 Notifications at beginning of term52317 Regional occupational program, admission of persons including nonresidentsFAMILY CODE6550-6552 CaregiversGOVERNMENT CODE6205-6210 Confidentiality of residence for victims of domestic violenceCODE OF REGULATIONS, TITLE 5432 Retention of student recordsUNITED STATES CODE, TITLE 81229c Immigration and Nationality ActUNITED STATES CODE, TITLE 4211431-11435 McKinney-Vento Homeless Assistance ActCOURT DECISIONSKatz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47Plyler v. Doe, 457 U.S. 202 (1982)Management Resources:CSBA PUBLICATIONSLegal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Students

Policy #5111.1

STUDENT RESIDENCY

Legal Guidance Regarding International Student Exchange Placement Organizations, April 2014

CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

Promoting a Safe and Secure Learning Environment for All: Guidance and Model Policies to Assist California's K-12 Schools in Responding to Immigration Issues, April 2018

U.S. DEPARTMENT OF JUSTICE CIVIL RIGHTS DIVISION AND U.S. DEPARTMENT OF EDUCATION OFFICE FOR CIVIL RIGHTS JOINT PUBLICATIONS

Dear Colleague Letter: School Enrollment Procedures, May 8, 2014

Fact Sheet: Information on the Rights of All Children to Enroll in School, May 8, 2014

Information on the Rights of All Children to Enroll in School: Questions and Answers for States, School Districts and Parents, May 8, 2014

WEB SITES

CSBA: <http://www.csba.org>

California Department of Education: <http://www.cde.ca.gov>

California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Reference: Ed Code 48200

Pacific Grove Unified School DistrictStudentsPolicy #5111.1**STUDENT RESIDENCY**

APPLICANT'S INITIALS ARE REQUIRED FOR EACH STATEMENT:

The Pacific Grove Unified School District will actively investigate all cases where it has reason to believe false information has been provided. _____ (Initials)

The District may refer cases in which false information has been intentionally provided to the Monterey County District Attorney for further action and/or file civil action to recover damages incurred as a result of providing false information. _____ (Initials)

If false information is provided to the District for the purpose of enrolling my child in the District, I could be held liable for the expense to the District of educating my child, which amount could exceed \$5,000.00 per school year. _____ (Initials)

Persons who provide false information on an affidavit are subject to criminal prosecution for perjury which is punishable by a fine and/or a prison term of up to four years in state prison. (Fam. Code Sec. 6552; Pen. Code Sec. 118 and 126). _____ (Initials)

Persons providing false information on an affidavit also are civilly liable for fraud, negligent misrepresentation, and negligence. Parties found civilly liable may be required to pay all damages caused to the District as a result of providing false information, as well as punitive damages. (Civ. Code Sec. 1709). _____ (Initials)

Persons who induce, obtain or otherwise solicit another person to provide false information on an affidavit are subject to the same criminal prosecution, fines, and imprisonment as the person directly committing perjury. (Pen. Code Sec. 127). _____ (Initials)

Investigations that reveal students have enrolled on the basis of providing false information will lead to withdrawal from the District. _____ (Initials)

Signature of Applicant

Date

Reference: Ed Code 48200

Pacific Grove Unified School DistrictStudentsPolicy #5111.1**STUDENT RESIDENCY**

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When establishing students' residency for enrollment purposes, the Superintendent or designee shall not inquire into the citizenship or immigration status of students or their family members. (Education Code 234.7)

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Investigation of Residency

- a. The Superintendent or designee is authorized to require the parent/legal guardians of students to provide to the District verifiable documentary evidence of residency, to execute affidavits attesting to residency, and to otherwise prove residency to the satisfaction of the District on request. Proof of residency shall be required annually upon a student’s enrollment in kindergarten, 6th grade, and 9th grade, and upon a student’s initial enrollment in the District if at a different level than above.
- b. The Superintendent or designee is authorized to investigate any cases where the District is able to identify specific, articulable facts that support the belief that the parent/guardian has provided false or unreliable evidence of residency (Education Code 48204.1, 48204.2)
- c. The Superintendent or designee may assign a trained district employee to conduct the investigation. The investigation may include the examination of records, including public records, and/or interviews of persons who may have knowledge of the student’s residency.

Pacific Grove Unified School DistrictStudentsPolicy #5111.1**STUDENT RESIDENCY**

- d. If necessary, the Superintendent or designee may employ the services of a private investigator. Before hiring a private investigator, the Superintendent or designee shall make other reasonable efforts to determine whether the student resides in the district. (Education Code 49204.2)
- e. The investigation shall not include the surreptitious collection of photographic or videographic images of persons or places subject to the investigation. However, the use of technology is not prohibited if done in open and public view. (Education Code 48204.2)
- f. Any employee or contractor engaged in the investigation shall truthfully identify himself/herself as an investigator to individuals contacted or interviewed during the course of the investigation. (Education Code 48204.2)
- g. If the Superintendent or designee determines that a student currently enrolled in the District is not a resident of the District, the student shall be disenrolled from the District, effective the Friday of the week following the determination of non-residency. If the student moves out of the District during the course of the year, and notifies the District of the change of residency then the student may apply for an interdistrict transfer agreement to allow the student to remain until the end of the current semester. In cases where transferring to a new school district after the end of the first semester would cause a severe hardship, the Superintendent is authorized to grant the interdistrict transfer through the end of the current school year. In determining severe hardship, the Superintendent shall consider evidence provided by the parent.
- h. In the event the District becomes aware of any violation of law during the course of enforcing this policy, including violation of fraud or perjury statutes, the Superintendent or designee may refer such matters to the appropriate law enforcement authorities for criminal investigation.

Appeal of Enrollment Denial

- a. If the Superintendent's designee, upon investigation, determines that a student does not meet district residency requirements and denies the student's enrollment in the district, he/she shall provide the student's parent/guardian an opportunity to appeal that determination to the Superintendent. (Education Code 48204.2)
- b. The Superintendent's designee shall send the student's parent/guardian written notice specifying the basis for the district's determination. This notice shall also inform the parent/guardian that he/she may, within 10 school days, appeal the decision to the Superintendent and provide new evidence of residency.
- c. The burden shall be on the parent/guardian to show why the district's determination to deny enrollment should be overruled. (Education Code 48204.2)

Pacific Grove Unified School District

Students

Policy #5111.1

STUDENT RESIDENCY

- d. A student who is currently enrolled in the district shall be allowed to remain in attendance at his/her school pending the results of the appeal. A student who is not currently enrolled in the district shall not be permitted to attend any district school unless his/her appeal is successful.
- e. In an appeal to the Superintendent of a determination that district residency requirements were not met, the Superintendent shall review any evidence provided by the parent/guardian or obtained during the district's investigation and shall make a decision within 10 school days of receipt of the parent/guardian's request for the appeal. The Superintendent's decision shall be final.

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48350-48361 Open Enrollment Act transfers

48645.5 Former juvenile court school students, enrollment

48852.7 Education of homeless students; immediate enrollment

48853.5 Education of foster youth; immediate enrollment

48980 Notifications at beginning of term

52317 Regional occupational program, admission of persons including nonresidents

FAMILY CODE

6550-6552 Caregivers

GOVERNMENT CODE

6205-6210 Confidentiality of residence for victims of domestic violence

CODE OF REGULATIONS, TITLE 5

432 Retention of student records

UNITED STATES CODE, TITLE 8

1229c Immigration and Nationality Act

UNITED STATES CODE, TITLE 42

11431-11435 McKinney-Vento Homeless Assistance Act

COURT DECISIONS

Katz v. Los Gatos-Saratoga Joint Union High School District, (2004) 117 Cal.App.4th 47

Plyler v. Doe, 457 U.S. 202 (1982)

Management Resources:

CSBA PUBLICATIONS

Legal Guidance on Providing All Children Equal Access to Education, Regardless of Immigration Status, February 2017

Pacific Grove Unified School DistrictStudentsPolicy #5111.1**STUDENT RESIDENCY**

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CALIFORNIA ATTORNEY GENERAL'S OFFICE PUBLICATIONS

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California Office of the Attorney General: <http://oag.ca.gov>

California Secretary of State, Safe at Home Program: <http://www.sos.ca.gov/safeathome>

U.S. Department of Education, Office for Civil Rights: <http://www2.ed.gov/ocr>

U.S. Department of Justice: <http://www.justice.gov>

Pacific Grove Unified School District

Students

Policy #5111.1

STUDENT RESIDENCY

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If false information is provided to the District for the purpose of enrolling my child in the District, I could be held liable for the expense to the District of educating my child, which amount could exceed \$5,000.00 per school year. _____ (Initials)

Persons who provide false information on an affidavit are subject to criminal prosecution for perjury which is punishable by a fine and/or a prison term of up to four years in state prison. (Fam. Code Sec. 6552; Pen. Code Sec. 118 and 126). _____ (Initials)

Persons providing false information on an affidavit also are civilly liable for fraud, negligent misrepresentation, and negligence. Parties found civilly liable may be required to pay all damages caused to the District as a result of providing false information, as well as punitive damages. (Civ. Code Sec. 1709). _____ (Initials)

Persons who induce, obtain or otherwise solicit another person to provide false information on an affidavit are subject to the same criminal prosecution, fines, and imprisonment as the person directly committing perjury. (Pen. Code Sec. 127). _____ (Initials)

Investigations that reveal students have enrolled on the basis of providing false information will lead to withdrawal from the District. _____ (Initials)

Signature of Applicant

Date

Reference: Ed Code 48200

- ☐ Consent
☐ Information/Discussion
☒ Action/Discussion

SUBJECT: First Reading and/or Final Reading to Adopt Regulation 5111.1 Student Residency

DATE: August 22, 2019

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

RECOMMENDATION:

The Administration recommends that the Board review as First Reading and/or Final Reading to adopt Regulation 5111.1 Student Residency.

INFORMATION:

The review and adoption of **NEW** Regulation 5111.1 were recommended by legal counsel to support and align with Board Policy #5111.1 on Student Residency, protect the District from legal liabilities, compliance with Education Code, and align with current practices. There are three primary areas: Criteria for Residency, proof of residency, and investigation of residency.

Key components in each areas include but are not limited to the following (see policy for complete listing of criteria):

Criteria for residency:

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets several criteria noted in California Education Code.

Proof of Residency:

Prior to admission in district schools, students shall provide proof of one residency which will verify annually.

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. The most recent copy of the Monterey County property tax bill or a mortgage statement in the name of the parent/guardian ; or
2. Rental property contract or lease in the name of the parent/guardian showing residency property address and signatures of lessor/lessee with contact information of landlord or property

management company. If the parent/guardian is on a month-to month agreement, he/she shall provide the most recent month's receipt or cancelled check;

3. One of the items below in your name
 - a. A recent utility service bill, statement, or payment receipt; or
 - b. Pay stub or bank-cancelled check in the name of the parent/guardian for the current month showing residence property address; or
 - c. A current voter registration from the Monterey County Registrar of Voters; or
 - d. Current correspondence from a government agency, e.g. IRS or Social Security; or
 - e. Declaration of residency executed by the student's parent/guardian in a form acceptable to the District
4. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student; or,
5. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552. (cf. 5141 - Health Care and Emergencies)

Special dispensation applies to military families (Education Code 48204.3)

The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432; cf. 6173 - Education for Homeless Children, cf. 6173.1 - Education for Foster Youth, cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program applies (Government Code 6206, 6207)

Investigation of Residency

The district may conduct an investigate residency of the student, at the discretion of the Superintendent or designee, with methods and requirements listed.

If the Superintendent or designee determines that a student currently enrolled in the district is not a resident of the district, the student shall be disenrolled from the district.

In the event the district becomes aware of any violation of law during the course of enforcing this policy and regulations, including violation of fraud or perjury statues, the Superintendent or designee may refer such matters to the appropriate law enforcement authorities for criminal investigation.

FISCAL IMPACT:

There is no direct fiscal cost to this item.

Criteria for Residency

A student shall be deemed to have complied with district residency requirements for enrollment in a district school if he/she meets any of the following criteria:

1. The student's parent/guardian resides within district boundaries. (Education Code 48200) A minor's residence is presumed to be the legal residence of the parent/guardian who has physical custody of the minor. Temporary residence within district boundaries, solely for the purpose of enrolling a student in a district school is insufficient to establish residency for purposes of enrollment. In addition, a person who owns, rents, or leases property within district boundaries, but who does not reside within district boundaries, is not a resident for purposes of enrollment. In order to be enrolled in a district school, the student's primary parent/guardian must continually reside within district boundaries at the time of the student's application for enrollment and throughout the entire period of enrollment in the district. A post office box will not be accepted as proof of residency.
2. The student is placed within district boundaries in a regularly established licensed children's institution, a licensed foster home, or a family home pursuant to a court-ordered commitment or placement. (Education Code 48204)
3. The student is admitted through an interdistrict attendance option. (Education Code 46600, 48204, 48301, 48356)
4. The student is an emancipated minor residing within district boundaries. (Education Code 48204)
5. The student lives with a caregiving adult within district boundaries and the caregiving adult files an affidavit executed under penalty of perjury in accordance with Family Code 6552. The caregiving adult shall establish residency within the district by providing the required documentation specified in this regulation. (Education Code 48204)
6. The student resides in a state hospital located within district boundaries. (Education Code 48204)
7. The student is confined to a hospital or other residential health facility within district boundaries for treatment of a temporary disability. (Education Code 48204, 48207)
8. The student's parent/guardian resides outside district boundaries but is employed within district boundaries and lives with the student at the place of employment for a minimum of three days during the school week. The employer shall establish residency within the district by providing the required documentation specified in this regulation and shall confirm the employment of the parent/guardian and the employed residency of parent/guardian and student. (Education Code 48204)
9. The student's parent/guardian, while on active military duty pursuant to an official military order, is transferred or is pending transfer to a military installation within the state. In compliance with AB 2949. (Education Code 48204.3)
10. The student's parent/guardian was a resident of California who departed the state against his/her will due to a transfer by a government agency that had custody of the parent/guardian, a lawful order from a

Students

Regulation #5111.1

court or government agency authorizing his/her removal, or removal or departure pursuant to the federal Immigration and Nationality Act, and the student lived in California immediately before moving out of state as a result of his/her parent/guardian's departure. (Education Code 48204.4)

(cf. 5145.13 - Response to Immigration Enforcement)

11. When there is a shared custody court order or custody agreement, or a split family household, and the student resides within district boundaries for the majority (at a minimum, three) of school weeknights. In cases where there is a court ordered custody agreement of a minor student and only one parent/guardian resides within the district, the student must maintain his/her residence with the parent/guardian who resides in the district for the majority (at a minimum, three) of school weeknights. The parent/guardian shall provide a certified copy of the court order or custody agreement to the district. In the absence of a certified court order or custody agreement, the parent/guardian residing within the district must complete the Custody Declaration section of the PGUSD Residency Affidavit.

Proof of Residency

Prior to admission in district schools, students shall provide proof of residency. A student can only have one residence for purposes of establishing residency. Residency within the district is required and defined as residence within the district for a minimum of three school nights per week. The superintendent or designee will annually verify each student's district residency status and retain a copy of the document or written statement offered as verification in the student's mandatory permanent record.

The district shall not solicit or collect information or documents regarding the citizenship or immigration status of students or their family members for the purpose of determining residency within the district. (Education Code 234.7)

Evidence of residency may be established by documentation showing the name and address of the parent/guardian within the district, including, but not limited to, any of the following: (Education Code 48204.1)

1. The most recent copy of the Monterey County property tax bill or a mortgage statement in the name of the parent/guardian; or
2. Rental property contract or lease in the name of the parent/guardian showing residency property address and signatures of lessor/lessee with contact information of landlord or property management company. If the parent/guardian is on a month-to-month agreement, he/she shall provide the most recent month's receipt or cancelled check;

AND

3. One of the items below in the name of the parent/guardian:

- a. A recent utility service bill, statement, or payment receipt; or

Students

Regulation #5111.1

- b. Pay stub or bank-cancelled check in the name of the parent/guardian for the current month showing residence property address; or
 - c. A current voter registration from the Monterey County Registrar of Voters; or
 - d. Current correspondence from a government agency, e.g. IRS or Social Security; or
 - e. Declaration of residency executed by the student's parent/guardian in a form acceptable to the District;
4. If the student is an unaccompanied youth as defined in 42 USC 11434a, a declaration of residency executed by the student; or,
5. If the student is residing in the home of a caregiving adult within district boundaries, an affidavit executed by the caregiving adult in accordance with Family Code 6552.

(cf. 5141 - Health Care and Emergencies)

A parent/guardian who is transferred or pending transfer into a military installation within the state shall provide proof of residence in the district within 10 days after the published arrival date provided on official documentation. For this purpose, he/she may use as his/her address a temporary on-base billeting facility, a purchased or leased home or apartment, or federal government or public-private venture off-base military housing. (Education Code 48204.3)

A student whose parent/guardian's departure from the state occurred against his/her will pursuant to item #10 in the section "Criteria for Residency" above shall be in compliance with district residency requirements if he/she provides official documentation of the parent/guardian's departure and evidence demonstrating that the student was enrolled in a public school in California immediately before moving outside the state. (Education Code 48204.4)

The Superintendent or designee shall make a reasonable effort to secure evidence that a homeless or foster youth resides within the district, including, but not limited to a letter from a homeless shelter, hotel/motel receipt, or affidavit from the student's parent/guardian or other qualified adult relative. However, a homeless or foster youth shall not be required to provide proof of residency as a condition of enrollment in district schools. Furthermore, any homeless or foster youth or student who has had contact with the juvenile justice system shall be immediately enrolled in school even if he/she is unable to provide proof of residency. (Education Code 48645.5, 48852.7, 48853.5; 42 USC 11432)

(cf. 6173 - Education for Homeless Children)

(cf. 6173.1 - Education for Foster Youth)

(cf. 6173.3 - Education for Juvenile Court School Students)

Safe at Home/Confidential Address Program

When a student or parent/guardian participating in the Safe at Home program requests that the district use the substitute address designated by the Secretary of State, the Superintendent or designee may request the actual residence address for the purpose of establishing residency within district boundaries but shall use the substitute address for all future communications and correspondence and shall not include the actual address in the student's file or any other public record. (Government Code 6206, 6207)

Investigation of Residency

Pursuant to Board Policy 5111.1, the investigation methods that the district may use to conduct the investigation into the residency of the student, at the discretion of the Superintendent or designee, may include but are not limited to: telephone calls to home, unannounced home visitations, review of social media, verification of employment, search and review of public records, searches of electronic databases, and the use of licensed private investigators. Before hiring a private investigator, the district will first make reasonable efforts to determine whether the student resides in district.

The following requirements apply to a district investigation into the residency of a student:

- a. The private investigator or district employee may not surreptitiously photograph or video-record students who are being investigated. "Surreptitious photographing or video-recording" means the covert collection of photographic or video-graphic images of persons or places subject to an investigation. The collection of images is not covert if the technology is used in open and public view.
- b. Employees or contractors of the district engaged in student residence investigations (including private investigators) must identify themselves truthfully as such to individuals contacted or interviewed during the course of the investigation.

If the Superintendent or designee determines that a student currently enrolled in the district is not a resident of the district, the student shall be disenrolled from the district, effective the Friday of the week following the final determination of nonresidency by the Superintendent or designee.

In the event the district becomes aware of any violation of law during the course of enforcing this policy and regulations, including violation of fraud or perjury statutes, the Superintendent or designee may refer such matters to the appropriate law enforcement authorities for criminal investigation.

- ☐ Consent
☐ Information/Discussion
☒ Action/Discussion

SUBJECT: Agreement with American Fidelity for Section 125 Plan Service

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Agreement with American Fidelity for Section 125 Plan Service.

BACKGROUND:

Currently, the District has a contract with Security Benefits (SB) which was initiated in 2005 to process Section 125 Flexible Spending Account (FSA) with employees who want this service. Section 125 FSA allows employees to set aside pre-tax dollars for expenses such as medical care and dependent/child care services. Section 125 Plan is also commonly known as Cafeteria Plan.

In January, Security Benefits notified the District that they will no longer provide Section 125 service. The expiration date set by SB is September 30th.

INFORMATION:

For the past two months, district staff has been doing research and reaching out to 4 vendors that provide Section 125 Plan service. Three of the four responded with quotes and scope of service. Two of the three will charge a fee per participant per month, ranging from \$3.85 to \$7.00. The fee can be borne by the employees or by the employer. In addition, they require the District to front load the employees' deductions into a Trust/Liability account.

When employees sign up for this plan, a monthly deduction is taken out of his/her paycheck and is deposited into an account managed by Security Benefit. When the employee needs to tap into the funds, he/she can access the funds regardless if there is enough money deducted from his/her paycheck. That "front loading" has been provided by SB currently. Two of the vendors require the District to front load the funds plus the fee per participant per month.

The third vendor, American Fidelity, does not require front loading of funds nor charge a fee. However, they mandate a complete employee census the first year and facilitate one-on-one meetings with employees to discuss employee benefit options and as applicable, to make their annual Section 125 Plan enrollment elections.

The agreement with American Fidelity is ongoing subject to a 60-day termination notice from either party.

The agreement with American Fidelity will be available to the public at the Board meeting.

FISCAL IMPACT:

No fee charged by American Fidelity.

- ☐ Consent
☐ Information/Discussion
☒ Action/Discussion

SUBJECT: Developer Fee Justification Study by SchoolWorks, Inc.

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the developer fee justification fee proposal by SchoolWorks, Inc.

BACKGROUND:

The District has never levied any developer fees in the past. Upon review of the criteria and justifications, the District is in a favorable position to levy Level I developer fees.

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

INFORMATION:

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

The current rates adopted on January 24, 2018, are **\$3.79** per square foot for residential construction and **\$0.61** per square foot for commercial/industrial construction. The next proposed increase will be in January 2020 at the SAB meeting.

Attached to this Board item are:

- Proposal for Developer Fee Justification Study which includes work schedule and project approach
- SchoolWorks, Inc. Developer Fee Handbook which include Level I Timelines and Procedures for Adoption

FISCAL IMPACT:

The cost for this study is \$3,500 to be paid out of Fund 40 Capital Outlay Projects Fund. There will be no charge if the study is not successful for fees justification.

Proposal for Developer Fee Justification Study



SchoolWorks, Inc.

www.schoolworksgis.com
(916) 733-0402

8331 Sierra College Blvd, #221
Roseville, CA 95661



LETTER OF INTEREST

June 19, 2019

Song Chin-Bendib,
Assistant Superintendent Business Services
Pacific Grove Unified School District
435 Hillcrest Ave.
Pacific Grove, CA 93950-4900

RE: Proposal for a Level 1: Developer Fee Justification Study

Dear Song:

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

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

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

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

Sincerely,



Ken Reynolds
President

DEVELOPER FEE JUSTIFICATION STUDY OVERVIEW

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

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

The current rates adopted January 24, 2018 are **\$3.79** per square foot for residential construction and **\$0.61** per square foot for commercial/industrial construction. The next proposed increase will be in January 2020 at the State Allocation Board meeting.



COMPANY INFORMATION

SchoolWorks, Inc. has an experienced team of professionals who have assisted school districts, both large and small, throughout the State of California for more than 25 years, with their facility planning issues.

January 2002 to Present: SchoolWorks, Inc. has been preparing Level 1 and Level 2 Developer Fee Studies for California school districts since its inception in January of 2002. The list of our 2018 Developer Fee Justification Study Clients can be found on Pages 13-16 of this document.

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

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

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

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

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

Since the SAB adjusted the Level 1 rate on January 24, 2018, SchoolWorks, Inc. has contracted with over 100 school districts throughout California.



KEY PERSONNEL



Kenneth R. Reynolds

President and Founder

SchoolWorks, Inc.

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

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

EDUCATION

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

PROFESSIONAL QUALIFICATIONS

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

RESPONSIBILITIES

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

RELEVANT EXPERIENCE

Demographic Studies

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

Developer Fee Studies

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



Kathy Reynolds

Associate Director

SchoolWorks, Inc.

Kathy has been an employee of SchoolWorks, Inc. since 2005. She is the lead Project Manager for Developer Fee Studies. Kathy has been preparing Developer Fee Justification Studies for eight years. Kathy also has fourteen years of experience working with GIS-based facility planning software. She is the principal in charge of new housing development activities corresponding with both City and County Planning Commissions as well as local developers. Kathy is in charge of quality assurance of all the information that is received from the districts.

EDUCATION

Master of Science — Biological Sciences
California State University Hayward
Certificate in Educational Facility Planning,
UCR Extension (took classes)

PROFESSIONAL QUALIFICATIONS

- Eight years of experience in preparing Developer Fee Justification Studies
- Fourteen years of GIS based facility planning experience

RESPONSIBILITIES

- Principal in charge of Developer Fee Justification Studies
- Manages team that prepared over 100 Developer Fee Justification Studies in 2018
- Principal in charge of housing development information: contacts City and County Planning Departments
- In charge of quality assurance of information received from the districts

RELEVANT EXPERIENCE

Developer Fee Justification Studies

- Santa Maria Bonita School District
- Buckeye School District
- Burton School District
- Washington Unified School District
- Lindsay Unified School District
- Morgan Hill Unified School District
- Eureka Union School District



RYAN REYNOLDS, DATA ANALYST

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

EDUCATION

Associate of Arts - General Education
Los Rios Community College



JODI L. GRAYEM, OFFICE MANAGER

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

EDUCATION

Bachelor of Arts - Child Development
California State University Sacramento



WORK SCHEDULE

Schedule Level 1: Developer Fee Justification Study

- 
- Contract Approval
 - Collect Necessary Information from the District

- 
- Prepare Developer Fee Justification Study pursuant to Government Code 66000, et. seq. and Education Code 17621 (e) and 17622

- 
- Delivery of Draft Developer Fee Justification Study for Districts Review (this step will occur two weeks after receiving all required data from the District)

- 
- Completion of Final Draft of Developer Fee Justification Study
 - Provide up to six (6) bound copies of the Study to the District

- 
- Presentation of Final Study to Board of Education (**extra fee**)

PROJECT APPROACH

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

SchoolWorks, Inc. will request from the District:

- Current CALPADS/CBEDS
- SAB 50-02
- Latest Audit Report
- Last two (2) years of Developer Fee Logs
- Copy of your previous Level 1 Justification Study
- List and cost of projects that the Developer Fees will be used for

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

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

RESPONSIBILITIES OF SCHOOLWORKS, INC.

- Prepare Developer Fee Justification Study pursuant to Government Code 66000, et. Seq. and Education Code 17621 (e) and 17622
- Assist the District with a timeline for adoption of new Developer Fees, including a **Sample** Notice and **Sample** Resolution for the Public Hearing
- Present Developer Fee Justification Study to the Board (Extra Charge)
- Attend public hearing and respond to questions (Extra Charge)

QUALITY CONTROL

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



FEE SCHEDULE

The price of the contract is to be paid in two installments:

Item Description:	Cost
Level 1 Developer Fee Study Total Cost	\$3,500

If SchoolWorks, Inc presence is requested at a School Board meeting, the District will be billed at \$140 per hour plus travel time and expenses.

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

If the District can not justify the fees, there will be no charge for the Study.



CONTRACT

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

Pacific Grove Unified School District

SchoolWorks, Inc

Signature

Signature

Name

Ken Reynolds

Name

Title

President - SchoolWorks, Inc.

Title

Date

June 11, 2019

Date

REFERENCES

Alameda Unified School District

Enrollment: 11,299 – Product: Level 1 and Level 2 Studies
 County: Alameda
 Reference: Dani Krueger, Administrative Assistant to the CBO
 Telephone: 510.337.7000 ext. 77066



Porterville Unified School District

Enrollment: 14,429 – Product: Level 1 Study
 County: Tulare
 Reference: Brad Rohrbach, Ed.D., Director of Financial Services
 Telephone: 559.793.2458



Pajaro Valley Unified School District

Enrollment: 20,438 – Product: Level 1 and Level 2 Studies
 County: Santa Cruz
 Reference: Helen Bellonzi, Director of Finance
 Telephone: 831.786.2100 ext 2620



Santa Maria-Bonita School District

Enrollment: 17,122 – Product: Level 1 and Level 2 Studies
 County: Santa Barbara
 Reference: Mike Grogan, Student Housing Office
 Telephone: 805.361.8278



Los Angeles Unified School District

Enrollment: 621,414 – Product: Level 1 Studies
 County: Los Angeles
 Reference: Maruch Atienza, Director of Accounting
 Telephone: 213.241.7991



2018 DEVELOPER FEE STUDY CLIENT LIST

District	County	Enrollment
ALAMEDA UNIFIED	ALAMEDA	11299
ALPAUGH UNIFIED	TULARE	754
ALTA VISTA ELEMENTARY	TULARE	558
ALVINA ELEMENTARY	FRESNO	188
BAYSHORE ELEMENTARY	SAN MATEO	378
BUCKEYE UNION	EL DORADO	5996
BUENA VISTA	TULARE	212
BURREL UNION ELEMENTARY	FRESNO	117
BURTON	TULARE	4920
CAPAY JOINT UNION ELEMENTARY	GLENN	182
CASTRO VALLEY UNIFIED	ALAMEDA	9361
CENTRAL UNION ELEMENTARY	KINGS	1801
CHOWCHILLA ELEMENTARY	MADERA	2243
CHOWCHILLA UNION HIGH	MADERA	1113
CLAY JOINT ELEMENTARY	FRESNO	255
COALINGA - HURON UNIFIED	FRESNO	4450
CORCORAN JOINT UNIFIED	KINGS	3320
CUTLER - OROSI JOINT UNIFIED	TULARE	4125
EL DORADO UNION HIGH	EL DORADO	6665
EL TEJON UNIFIED	KERN	754
ENCINITAS UNION	SAN DIEGO	5350
EUREKA UNION ELEMENTARY	PLACER	3383
EXETER UNIFIED	TULARE	2834
FALL RIVER JOINT UNIFIED	SHASTA	1209
FARMERSVILLE UNIFIED	TULARE	2532

2018 DEVELOPER FEE STUDY CLIENT LIST

District	County	Enrollment
FILLMORE UNIFIED	VENTURA	3751
FOWLER UNIFIED	FRESNO	2609
GOLD OAK UNION	EL DORADO	489
GOLETA UNION ELEMENTARY	SANTA BARBARA	3541
GONZALES UNIFIED	MONTEREY	2371
GREENFIELD UNION	MONTEREY	9327
HOPE ELEMENTARY	SANTA BARBARA	963
ISLAND UNION ELEMENTARY	KINGS	415
JACOBY CREEK CHARTER	HUMBOLDT	462
JANESVILLE UNION ELEMENTARY	LASSEN	352
JEFFERSON ELEMENTARY	SAN MATEO	6821
KEYES UNION	STANISLAUS	1154
KINGS RIVER - HARDWICK	KINGS	807
KINGS RIVER UNION ELEMENTARY	TULARE	465
KINGSBURG ELEMENTARY CHARTER	FRESNO	2232
KINGSBURG JOINT UNION HIGH	FRESNO	1158
LAGUNITA	MONTEREY	98
LAKE ELEMENTARY	GLENN	181
LAKE ELEMENTARY	GLENN	181
LATON UNIFIED	FRESNO	695
LIBERTY ELEMENTARY	TULARE	1399
LINDSAY UNIFIED	TULARE	4111
LIVE OAK UNIFIED	SUTTER	1866
LOS ANGELES UNIFIED	LOS ANGELES	621414
MADERA UNIFIED	MADERA	20956

2018 DEVELOPER FEE STUDY CLIENT LIST

District	County	Enrollment
MANZANITA ELEMENTARY	BUTTE	291
MCSWAIN UNION ELEMENTARY	MERCED	837
MISSION UNION ELEMENTARY	MONTEREY	131
MONROE ELEMENTARY	FRESNO	167
MORAGA ELEMENTARY	CONTRA COSTA	1832
MORGAN HILL UNIFIED	SANTA CLARA	9133
NEWARK UNIFIED	ALAMEDA	5913
OAK VALLEY UNION	TULARE	568
OAKDALE JOINT UNIFIED	STANISLAUS	5292
ORCUTT UNION	SANTA BARBARA	5202
PAJARO VALLEY UNIFIED	SANTA CRUZ	20279
PARLIER UNIFIED	FRESNO	3421
PIXLEY UNION ELEMENTARY	TULARE	1072
PLANADA ELEMENTARY	MERCED	805
PLAZA ELEMENTARY	GLENN	209
PLEASANT VALLEY	VENTURA	7154
PLEASANT VIEW ELEMENTARY	TULARE	474
PORTERVILLE UNIFIED	TULARE	14429
RAYMOND - KNOWLES UNION ELEMENTARY	MADERA	81
REEF - SUNSET UNIFIED	KINGS	2664
RINCON VALLEY UNION	SONOMA	3442
ROCKFORD	TULARE	357
SAN JUAN UNIFIED	SACRAMENTO	50044
SAN LEANDRO UNIFIED	ALAMEDA	8880
SAN LORENZO VALLEY UNIFIED	SANTA CRUZ	4998

2018 DEVELOPER FEE STUDY CLIENT LIST

District	County	Enrollment
SANTA BARBARA UNIFIED	SANTA BARBARA	15042
SANTA MARIA - BONITA ELEMENTARY	SANTA BARBARA	17122
SANTA MARIA JOINT UNION HIGH	SANTA BARBARA	7949
SANTA PAULA UNIFIED	VENTURA	5306
SHANDON JOINT UNIFIED	SAN LUIS OBISPO	321
SNOWLINE JOINT UNIFIED	SAN BERNARDINO	7556
SOUTH SAN FRANCISCO UNIFIED	SAN MATEO	8707
SPRINGVILLE UNION ELEMENTARY	TULARE	331
STRATHMORE UNION ELEMENTARY	TULARE	797
SULPHUR SPRINGS UNION ELEMENTARY	LOS ANGELES	5395
SUNDALE UNION ELEMENTARY	TULARE	827
THREE RIVERS UNION ELEMENTARY	TULARE	146
TRAVER JOINT	TULARE	216
TULARE CITY ELEMENTARY	TULARE	9494
TULARE JOINT UNION HIGH	TULARE	5544
VALLECITO UNION	CALAVERAS	567
VALLEY HOME JOINT ELEMENTARY	STANISLAUS	167
WASHINGTON UNIFIED	YOLO	8281
WAUKENA JOINT UNION	TULARE	219
WEST PARK ELEMENTARY	FRESNO	660
WESTSIDE ELEMENTARY	FRESNO	1799
WILLIAMS UNIFIED	COLUSA	1357
WINTERS JOINT UNIFIED	YOLO	1531

Level 1 Timelines and Procedures for Adoption

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

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

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

SUBJECT: Board Calendar/Future Meetings

DATE: August 22, 2019

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

BACKGROUND:

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

INFORMATION:

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

Board Meeting Calendar, 2019-20 School Year

Aug. 22	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Set Date for Annual Organizational meeting ✓ Quarterly Facilities Project Updates* ✓ Quarterly District Safety Update*	District Office
Sept. 5	Regular Board Meeting ✓ Unaudited Actual Report ✓ Budget Revision #1 ✓ Local Control Accountability Plan Review	Forest Grove (School Site Visit)
Sept. 19	Regular Board Meeting ✓ Board Goals – Review/Revise ✓ Strategic Plan – Review/Revised ✓ Williams Uniform Complaint Report	District Office
Oct. 3	Regular Board Meeting ✓ Superintendent’s Goals ✓ Bus Ridership ✓ Week of the School Administrator	Robert Down (School Site Visit)
Oct. 24	Regular Board Meeting ✓ Quarterly District Safety Update* ✓ Budget Revision #2 on 2019-20 Working Budget (Preliminary First Interim)	District Office
Nov. 14	Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion	Middle School (School Site Visit)
Nov. 21	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	High School (School Site Visit)
Dec. 12	Organizational Meeting ✓ Election of 2019-20 Board President and Clerk ✓ First Interim Report ✓ Budget Revision #3 ✓ 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*

- ☐ Consent
☒ Information/Discussion
☐ Action/Discussion

SUBJECT: Review of 2018-19 Actual and 2019-20 Estimated Property Tax Revenues

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board review the attached information regarding actual receipts of Property Tax Revenue for the 2018-19 fiscal year and projections for 2019-20 based on updated Assessed Valuation.

BACKGROUND:

Property tax revenues are received throughout the year, with the largest portions being posted in the months of December (about 51%) and April (about 35%). The remaining 14% of property taxes are received in various amounts throughout the year.

From 1991-92 through 2008-09, the District experienced consistent growth in property tax revenues, which increased by an average of 5.85% per year. However, in 2008-09 the trend for Property Tax Revenues turned downward, and this resulted in decreases in revenues of - \$42,105 (-0.22%) in 2009-10, and -\$236,236 (-1.24%) in 2010-11.

In 2011-12, property tax revenue once again started increasing, and the higher growth began in 2013-14. Over the last 5 years, 2014-15 through 2018-19, the average growth was about 5.56%.

INFORMATION:

2018-19 actual Property Taxes:

- Did Property Taxes increase compared to the prior year, 2018-19 to 2017-18?
Yes. Property tax revenues were \$26,573,259, which is an **increase of \$1,627,611** (up 6.52%) when compared to the prior year, 2017-18. This is the eighth year in a row that property taxes have shown an increase.
- Did Property Taxes meet budgeted expectations?
Actual property tax receipts were **\$109,901 lower** than the original (Adopted Budget). The Adopted Budget projections were revised down at the 2018-19 First and Second Interim periods by \$99,573. **When compared to the Second Interim, the actual total property tax receipts came in lower by \$10,328 or 0.0389%.**

2019-20 Property Tax projections:

- What was the projection for the 2019-20 property taxes?
Based on projections from the Assessor's Office, a range of 4% to 5% was provided in January 2019. The Board adopted a 4.75% increase for 2019-20 for the Budget Adoption in June.

- Have the projections change for 2019-20?
Yes. The Assessor's Office and Auditor Controller's Office provided an update to their last Assessed Valuation. Based on the Tax Rate Areas (TRA's) within Pacific Grove USD boundary, the updated projected growth of property taxes is 4.67%. However, actual receipts in the past have always exceeded the estimated property taxes. Therefore, staff is recommending a 5.82% increase over the Adopted Budget estimate from \$27,846,307 to \$28,129,637, an increase of \$283,330. Trending analyses have been applied and tested to arrive to this revised estimate.

Please see attached spreadsheets which show Assessed Valuation and Property Tax revenues since 2015-16.

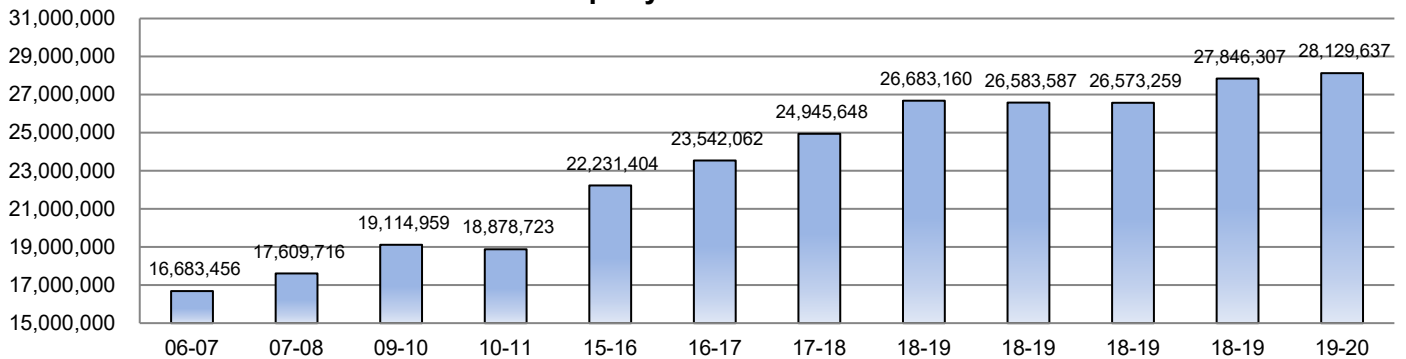
FISCAL IMPACT:

There was a decrease of \$10,328 or 0.0389% actual property tax receipts from the Second Interim for 2018-19 and a projected increase of \$283,330 for the updated 2019-20 property tax projections.

Property Tax Revenue

	5.84%	5.90%	5.96%	6.97%	6.57%	6.52%	4.75%	5.82%
	2015-16	2016-17	2017-18	2018-19	2018-19	2018-19	2019-20	2019-20
	actual	actual	actual	Adopted Bdgt.	2nd Interim	actual	Adopted Bdgt	Revised
July	-	-	-			-	-	-
Year-to-Date	-	-	-			-	-	-
August	-	-	-			-	-	-
Year-to-Date	-	-	-			-	-	-
September	75,436	49,319	56,920	60,335	81,929	81,929	85,821	86,697
Year-to-Date	75,436	49,319	56,920	60,335	81,929	81,929	85,821	86,697
October	768,510	792,168	818,005	867,085	-	-	-	-
Year-to-Date	843,946	841,486	874,925	927,420	81,929	81,929	85,821	86,697
November	49,334	42,682	46,407	49,191	943,522	943,522	988,340	998,435
Year-to-Date	893,280	884,168	921,332	976,611	1,025,451	1,025,451	1,074,160	1,085,133
December	11,634,319	12,688,993	13,648,659	14,467,578	13,591,740	13,591,740	14,237,347	14,382,779
Year-to-Date	12,527,599	13,573,161	14,569,991	15,444,189	14,617,191	14,617,191	15,311,508	15,467,912
percent change	3.75%	8.35%	7.34%	6.00%	0.32%	0.32%	4.75%	1.02%
January	527,542	307,376	755,156	800,466	870,933	880,650	912,302	921,621
Year-to-Date	13,055,141	13,880,538	15,325,147	16,244,655	15,488,124	15,497,841	16,223,810	16,389,533
percent change	6.28%	6.32%	10.41%	6.00%	1.06%	1.13%	4.68%	1.02%
February	555,779	601,451	1,459,505	1,547,075	1,683,268	719,652	1,763,223	1,781,234
Year-to-Date	13,610,920	14,481,989	16,784,652	17,791,730	17,171,392	16,217,492	17,987,033	18,170,767
percent change	6.20%	6.40%	15.90%	6.00%	2.30%	-3.38%	10.91%	1.02%
March	519,125	502,464	5,135	5,443	5,923	560,829	6,204	6,268
Year-to-Date	14,130,045	14,984,452	16,789,787	17,797,173	17,177,315	16,778,321	17,993,237	18,177,035
percent change	6.80%	6.05%	12.05%	6.00%	2.31%	-0.07%	7.24%	1.02%
April	7,632,400	8,041,076	7,665,157	8,141,843	8,840,336	9,268,101	9,260,252	9,353,729
Year-to-Date	21,762,445	23,025,529	24,454,944	25,939,016	26,017,651	26,046,422	27,253,489	27,530,763
percent change	6.11%	5.80%	6.21%	6.07%	6.39%	6.51%	4.63%	1.02%
May	58,025	83,677	72,178	88,697	83,244	102,453	87,198	88,089
Year-to-Date	21,820,470	23,109,205	24,527,122	26,027,713	26,100,895	26,148,876	27,340,688	27,618,852
percent change	6.00%	5.91%	6.14%	6.12%	6.42%	6.61%	4.56%	1.02%
June	410,934	432,856	418,526	655,447	482,692	424,383	505,620	510,785
Year-to-Date	22,231,404	23,542,062	24,945,648	26,683,160	26,583,587	26,573,259	27,846,307	28,129,637
percent change	5.84%	5.90%	5.96%	6.97%	6.57%	6.52%	4.79%	1.02%
Total	22,231,404	23,542,062	24,945,648	26,683,160	26,583,587	26,573,259	27,846,307	28,129,637
Inc (Dec)	1,226,089	1,310,658	1,403,586	1,737,512	1,637,939	1,627,611	1,273,048	1,546,050
percent change	5.84%	5.90%	5.96%	6.97%	6.57%	6.52%	4.79%	5.82%

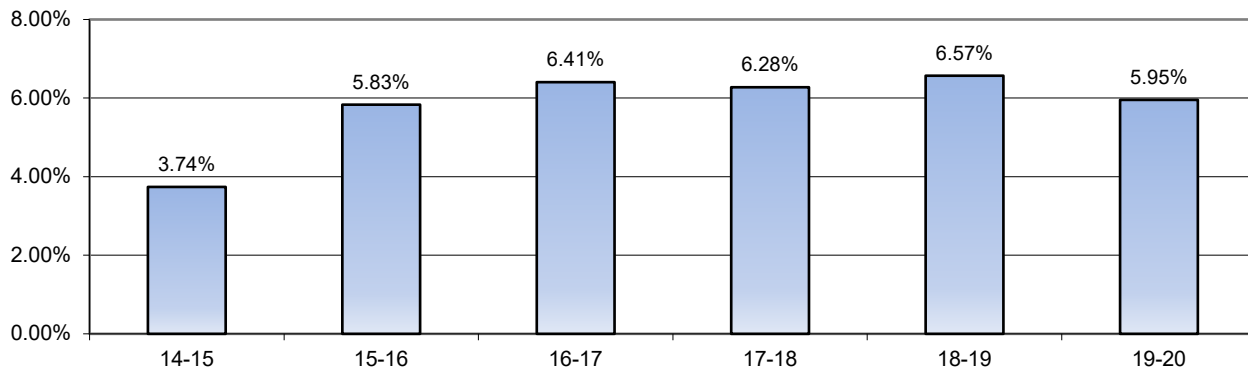
Property Tax Revenue



Assessed Valuation

Tax District		2014-15	2015-16	2016-17	2017-18	2018-19	2019-20
		actual	actual	actual	actual	2nd Interim	Estimate
PG 004-000	AV	2,354,721,699	2,483,755,318	2,639,724,765	2,815,131,775	3,005,933,828	3,192,283,741
	Rate	0.471707	0.471707	0.471707	0.471707	0.471707	0.471707
	Tax	11,107,387	11,716,048	12,451,766	13,279,174	14,179,200	15,058,226
	Change	431,786	608,661	735,719	827,407	900,027	879,026
PG 004-001							
PG 004-001	AV	146,993	149,929	152,215	155,259	158,361	161,527
	Rate	0.475908	0.475908	0.475908	0.475908	0.475908	0.475908
	Tax	700	714	724	739	754	769
	Change	3	14	11	14	15	15
PG 004-002							
PG 004-002	AV	354,478,410	378,060,283	398,489,557	426,135,448	447,447,544	472,203,642
	Rate	0.471707	0.471707	0.471707	0.471707	0.471707	0.471707
	Tax	1,672,099	1,783,337	1,879,703	2,010,111	2,110,641	2,227,418
	Change	79,902	111,237	96,366	130,408	100,531	116,776
PG 004-004							
PG 004-004	AV	15,697,243	15,957,006	16,162,262	16,488,937	16,849,933	17,101,663
	Rate	0.471707	0.471707	0.471707	0.471707	0.471707	0.471707
	Tax	74,045	75,270	76,239	77,779	79,482	80,670
	Change	8,574	1,225	968	1,541	1,703	1,187
PG 004-005							
PG 004-005	AV	210,640	194,910	195,440	172,458	175,690	162,200
	Rate	0.569710	0.569710	0.569710	0.569710	0.569710	0.569710
	Tax	1,200	1,110	1,113	983	1,001	924
	Change	(9)	(90)	3	(131)	18	(77)
PB 102-001							
PB 102-001	AV	1,701,639,870	1,807,374,077	1,931,501,204	2,040,803,324	2,176,651,489	2,301,836,960
	Rate	0.453536	0.453536	0.453536	0.453536	0.453536	0.453536
	Tax	7,717,549	8,197,092	8,760,053	9,255,778	9,871,898	10,439,659
	Change	221,596	479,543	562,961	495,724	616,120	567,761
PB 102-003							
PB 102-003	AV	2,036,723	1,998,775	1,814,471	1,711,053	1,653,888	1,279,480
	Rate	0.453536	0.453536	0.453536	0.453536	0.453536	0.453536
	Tax	9,237	9,065	8,229	7,760	7,501	5,803
	Change	(97)	(172)	(836)	(469)	(259)	(1,698)
Totals							
Totals	AV	4,428,931,578	4,687,490,298	4,988,039,914	5,300,598,254	5,648,870,733	5,985,029,213
	Tax	20,582,218	21,782,636	23,177,829	24,632,323	26,250,478	27,813,468
	Change	741,755	1,200,418	1,395,193	1,454,495	1,618,154	1,562,991
	Chg %	3.74%	5.83%	6.41%	6.28%	6.57%	5.95%
Actual change		\$ 21,005,314	\$ 22,231,404	\$ 23,542,062	\$ 24,945,648	\$ 26,583,586	\$ 28,129,637
		5.55%	7.42%	7.47%	5.96%	6.57%	5.82%

Percent Change in Assessed Valuation



- ☐ Consent
☒ Information/Discussion
☐ Action/Discussion

SUBJECT: Review of District Enrollment Projections for 2019-20

DATE: August 22, 2019

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

RECOMMENDATION:

The District Administration recommends that the Board review the attached information regarding enrollment for the first week of school for 2019-20.

BACKGROUND:

After several years of declining enrollment up to 2014-15, in 2015-16, CBEDS enrollment leveled out at 2,083, 2,082 in 2016-17, and 2,088 in 2017-18. Then, there was a slight decline to 2,031 in 2018-19. It seems there is another decline in the 2019-20 enrolled students. The current projection for the 2019-20 CBEDS is 2,055.

INFORMATION:

Some enrollment observations as of August 14, 2019 (six days after opening of school):

- 1) Total District enrollment is 1,976, a decrease of 68 students compared to last year at this same time.
- 2) Forest Grove enrollment is at **381 (TK is accounted separately under #7)**, as compared to 400 as last year this time.
- 3) Robert Down enrollment is up slightly at **461**, almost at the same level this time last year at 457.
- 4) Middle School enrollment is **450**, a decrease of 37 students compared to last year at this time. The incoming 6th graders are from last year's smaller cohort of 5th graders.
- 5) High School enrollment is **622**, at about the same level, 628, at last year this time. Lower number of students on certain grade was made up by higher numbers on another grade level.
- 6) Community High School has **15** students, about the same level this time last year at 17.
- 7) The Transitional Kindergarten (TK) class at Forest Grove currently has **21** students, 6 down from last year. TK is using an early bird-late bird format which decreases class size for a majority of the day.
- 8) Special Day Class enrollment is at **26**; 17 at Forest Grove and 9 at Robert Down.

FISCAL IMPACT:

Changes in enrollment have no significant impact on revenues because the District receives its funding primarily from local property taxes.

Pacific Grove Unified School District

Enrollment - 2019-20

Projections

	Apr	May	Jun	Jul	Aug 7	Aug 14	Sep 15	Oct 2	Nov	Dec	Jan	Feb	Mar	Apr	May
Forest Grove					1st Day	6th Day		CBEDs							
TK 1.00	26	26	-	-	21	21	-	-	Alt 21						
sped=0	26.0	26.0	-	-	21.0	21.0	-	-	#####	-	-	-	-	-	-
K 4.00	68	68	-	-	68	67	-	-	Hunter 18- McDaniel 16 - Sweeny/Fadem 17 - Wright 16						
McMillan sped=2	17.0	17.0	-	-	17.0	16.8	-	-	#####	-	-	-	-	-	-
1 3.00	63	63	-	-	59	58	-	-	Patel 18 - Moore 20 - Welch 20						
McMillan sped=3	21.0	21.0	-	-	19.7	19.3	-	-	#####	-	-	-	-	-	-
2 3.00	59	59	-	-	60	59	-	-	DeTomaso 19 - Cina 19 - Hirst 21						
McMillan sped=1	19.7	19.7	-	-	20.0	19.7	-	-	#####	-	-	-	-	-	-
3 4.00	85	85	-	-	86	78	-	-	Brosseau 19 - Gordon 19 - Mc Carty 19 - Newman 21						
K 2 & K 5 sped=7	21.3	21.3	-	-	21.5	19.5	-	-	#####	-	-	-	-	-	-
4 3.00	60	60	-	-	56	53	-	-	Gordano 19- Serpa 18 - Valdez/Ward 16						
Kreeger sped=3	20.0	20.0	-	-	18.7	17.7	-	-	#####	-	-	-	-	-	-
5 3.00	72	72	-	-	70	66	-	-	Sanchez 20 - Condit 23 - Yant 23						
Kreeger sped=2	24.0	24.0	-	-	23.3	22.0	-	-	#####	-	-	-	-	-	-
Total 21.00	433	433	-	-	420	402	-	-	#####	-	-	-	-	-	-
Avg Class Size	20.6	20.6	-	-	20.0	19.1	-	-	#####	-	-	-	-	-	-
SE (SDC) 3.00	18	18	-	-	18	17	-	-	-	-	-	-	-	-	-
Robert Down															
K 3.00	77	77	-	-	60	61	-	-	Chavez 21 - Kelly 17 - Renteria 22						
Bloomer sped=3	25.7	25.7	-	-	20.0	20.3	-	-	#####	-	-	-	-	-	-
1 4.00	78	78	-	-	84	86	-	-	Evans 20 - Luciano 21 - McNickle 22 - Perkins 21						
Bloomer sped=2	19.5	19.5	-	-	21.0	21.5	-	-	#####	-	-	-	-	-	-
2 3.00	72	72	-	-	72	70	-	-	Darnell 24 - Gilmore 23 - Johnson 23						
Bloomer sped=3	24.0	24.0	-	-	24.0	23.3	-	-	#####	-	-	-	-	-	-
3 4.00	88	88	-	-	90	90	-	-	Ibrahim 23 - Jones 22 - Perlstein 23 -Stejskal 22						
Bloomer sped=1	22.0	22.0	-	-	22.5	22.5	-	-	#####	-	-	-	-	-	-
4 3.00	75	75	-	-	72	72	-	-	Cooper 23 - Levy 24 - Pechan 25						
sped=0	25.0	25.0	-	-	24.0	24.0	-	-	#####	-	-	-	-	-	-
5 3.00	79	79	-	-	81	82	-	-	Dacuyan 27 - Hiserman 27 - Hober 27						
sped=0	26.3	26.3	-	-	27.0	27.3	-	-	#####	-	-	-	-	-	-
Total 20.00	469	469	-	-	459	461	-	-	#####	-	-	-	-	-	-
Avg Class Size	23.5	23.5	-	-	23.0	23.1	-	-	#####	-	-	-	-	-	-
SE/Reading 1.00	8	8	-	-	9	9	-	-	-	-	-	-	-	-	-
Middle School															
6	135	135	-	-	132	131	-	-	-	-	-	-	-	-	-
7	174	174	-	-	178	180	-	-	-	-	-	-	-	-	-
8	145	145	-	-	138	139	-	-	-	-	-	-	-	-	-
Total MS 21.32	454	454	-	-	448	450	-	-	-	-	-	-	-	-	-
Avg Class Size	21.3	21.3	-	-	21.0	21.1	-	-	-	-	-	-	-	-	-
High School															
9	168	168	-	-	174	172	-	-	-	-	-	-	-	-	-
10	186	186	-	-	169	169	-	-	-	-	-	-	-	-	-
11	151	151	-	-	141	139	-	-	-	-	-	-	-	-	-
12	148	148	-	-	141	142	-	-	-	-	-	-	-	-	-
Total HS 29.20	653	653	-	-	625	622	-	-	-	-	-	-	-	-	-
Avg Class Size	22.4	22.4	-	-	21.4	21.3	-	-	-	-	-	-	-	-	-
Community High School															
Total CHS	20	20	-	-	16	15	-	-	-	-	-	-	-	-	-
Total District	2,055	2,055	-	-	1,995	1,976	-	-	#####	-	-	-	-	-	-
Change	(43)	(11)	-	-	(49)	(68)	(2,033)	(2,031)	#####	(1,979)	(2,006)	(2,029)	(2,031)	(2,029)	(2,023)

Pacific Grove Unified School District

Enrollment - 2018-19

	Apr	May	Jun	Jul	Aug 8	Aug 15	Sep 15	Oct 3	Nov	Dec	Jan	Feb	Mar	Apr	May
Forest Grove					1st Day	6th Day		CBEDs							
TK 1.00	19	19	-	-	27	27	27	26	26	26	26	26	26	25	25
sped=0	19.0	19.0	-	-	27.0	27.0	27.0	26.0	26.0	26.0	26.0	26.0	26.0	25.0	25.0
K 4.00	67	67	-	-	65	64	64	64	63	62	62	64	63	63	61
Barrett sped=1	16.8	16.8	-	-	16.3	16.0	16.0	16.0	15.8	15.5	15.5	16.0	15.8	15.8	15.3
1 3.00	89	88	-	-	58	58	57	58	57	56	58	59	58	58	58
sped=0	29.7	29.3	-	-	19.3	19.3	19.0	19.3	19.0	18.7	19.3	19.7	19.3	19.3	19.3
2 4.00	63	63	-	-	87	82	82	83	82	80	82	89	88	89	88
B & K sped=5	15.8	15.8	-	-	21.8	20.5	20.5	20.8	20.5	20.0	20.5	22.3	22.0	22.3	22.0
3 3.00	76	76	-	-	63	61	60	61	61	57	58	62	62	61	61
B & K sped=3	25.3	25.3	-	-	21.0	20.3	20.0	20.3	20.3	19.0	19.3	20.7	20.7	20.3	20.3
4 3.00	76	76	-	-	70	70	70	70	69	69	69	73	73	73	73
Knight sped=4	25.3	25.3	-	-	23.3	23.3	23.3	23.3	23.0	23.0	23.0	24.3	24.3	24.3	24.3
5 3.00	67	67	-	-	65	65	63	63	63	61	60	67	67	67	67
Kreeger sped=7	22.3	22.3	-	-	21.7	21.7	21.0	21.0	21.0	20.3	20.0	22.3	22.3	22.3	22.3
Total 21.00	457	456	-	-	435	427	423	425	421	411	415	440	437	436	433
Avg Class Size	21.8	21.7	-	-	20.7	20.3	20.1	20.2	20.0	19.6	19.8	21.0	20.8	20.8	20.6
SE (SDC) 2.00	21			-	12	20	20	19	17	17	17	18	19	19	19
Robert Down															
K 4.00	75	75	-	-	80	80	79	78	78	77	78	82	81	80	78
Bloomer sped=3	18.8	18.8	-	-	20.0	20.0	19.8	19.5	19.5	19.3	19.5	20.5	20.3	20.0	19.5
1 4.00	89	89	-	-	70	70	70	70	70	67	67	70	70	70	70
Bloomer sped=3	22.3	22.3	-	-	17.5	17.5	17.5	17.5	17.5	16.8	16.8	17.5	17.5	17.5	17.5
2 4.00	78	78	-	-	86	86	87	87	85	86	86	88	89	88	87
Bloomer sped=1	19.5	19.5	-	-	21.5	21.5	21.8	21.8	21.3	21.5	21.5	22.0	22.3	22.0	21.8
3 3.00	73	73	-	-	79	79	78	76	74	71	73	74	74	74	73
sped=0	24.3	24.3	-	-	26.3	26.3	26.0	25.3	24.7	23.7	24.3	24.7	24.7	24.7	24.3
4 3.00	74	73	-	-	76	76	79	78	77	76	82	83	82	83	83
Bloomer sped=1	24.7	24.3	-	-	25.3	25.3	26.3	26.0	25.7	25.3	27.3	27.7	27.3	27.7	27.7
5 3.00	98	98	-	-	66	66	65	64	64	62	63	63	64	65	65
sped=0	32.7	32.7	-	-	22.0	22.0	21.7	21.3	21.3	20.7	21.0	21.0	21.3	21.7	21.7
Total 23.00	487	486	-	-	457	457	458	453	448	439	449	460	460	460	456
Avg Class Size	21.2	21.1	-	-	19.9	19.9	19.9	19.7	19.5	19.1	19.5	20.0	20.0	20.0	19.8
SE/Reading 1.00	6			-	8	8	8	8	8	8	8	8	8	7	7
Middle School															
6	153	153	-	-	176	174	175	174	174	173	177	178	179	179	179
7	162	161	-	-	149	145	143	144	143	140	142	143	143	143	143
8	188	188	-	-	168	168	167	167	165	164	163	162	164	164	164
Total MS 24.80	503	502	-	-	493	487	485	485	482	477	482	483	486	486	486
Avg Class Size	20.3	20.2	-	-	19.9	19.6	19.6	19.6	19.4	19.2	19.4	19.5	19.6	19.6	19.6
High School															
9	163	162	-	-	184	185	184	184	183	179	180	177	177	177	177
10	166	165	-	-	150	153	150	150	149	145	149	141	141	141	141
11	146	146	-	-	156	157	148	148	149	147	147	145	145	145	145
12	130	130	-	-	132	133	138	138	138	138	139	139	139	139	139
Total HS 32.90	605	603	-	-	622	628	620	620	619	609	615	602	602	602	602
Avg Class Size	18.4	18.3	-	-	18.9	19.1	18.8	18.8	18.8	18.5	18.7	18.3	18.3	18.3	18.3
Community High School															
Total CHS	19	19	-	-	17	17	19	21	22	18	20	18	19	19	20
Total District	2,098	2,066	-	-	2,044	2,044	2,033	2,031	2,017	1,979	2,006	2,029	2,031	2,029	2,023
Change	182	78	(1,990)	(2,023)	(37)	(37)	(55)	(57)	(60)	(98)	(63)	(35)	(21)	(69)	2,023

- ☐ Consent
☒ Information/Discussion
☐ Action/Discussion

SUBJECT: Capital Maintenance Projects List

DATE: August 22, 2019

PERSON(S) RESPONSIBLE: Matt Kelly, Director of Facilities & Transportation;
 Song Chin-Bendib, Assistant Superintendent

RECOMMENDATION:

The District Administration will be providing information for discussion on the current condition of District facilities.

BACKGROUND:

In fall of 2018 District Administration presented the Board with a Capital Projects List. This was a general list of outstanding and near future capital maintenance projects for approximately the next 15 years. It was created to present the Board with an understanding of how much needed to be invested into maintenance and facilities vs how much has been budgeted to maintenance and facilities.

During the spring of 2019 the Board and Administration engaged in numerous discussion to how the capital maintenance projects on this list will be funded. One option is to pass a maintenance bond to fund these projects.

INFORMATION:

The Capital Projects List has been updated to provide more detail and accurate estimates. Each facility in the district was assessed to provide a quantity and condition of materials and equipment. To assure accurate budget we have purchased a year subscription for \$2,731.99 to RS Means construction database. The costs in the database are unit priced, regionalized, and updated quarterly. We have also added a more accurate timeline for replacement so we can build a cash flow of funding for these projects. Because of the size of the spreadsheet it will be made available to the public on the facilities webpage <https://facilities.pgusd.org/> under the title Capital Projects List.

FISCAL IMPACT:

Information Only

- ☐ Consent
☒ Information/Discussion
☐ Action/Discussion

SUBJECT: Future Agenda Items

DATE: August 22, 2019

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 August 22, 2019 Regular Board Meeting:

- Affordable Housing Project Impacts to District- Property Tax (In progress)
- Board Retreat- The Board will schedule a retreat on a Saturday with a facilitator in order to work towards Board Goals (August 2019)
- District Field Trips Review- Continued discussion regarding the equity of field trips between the two elementary schools (Fall 2019)
- Counseling at District Schools- Continued discussion regarding counseling services and hours offered at the school sites (Fall 2019)
- California School Board Association Self Evaluation Survey- The Board will discuss the California School Board Association Self Evaluation Survey results (Fall 2019)
- AP Results- The Board requested a presentation by Pacific Grove High School Administration on AP Results (Fall 2019)
- DARE Update- School Resource Officer Hanks will present information to the Board regarding the DARE program (September 19)