

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

Trustees

*Debbie Crandell, President*

*Cristy Dawson, Clerk*

*John Paff*

*Brian Swanson*

*Jon Walton*

*Adrian Clark, Student Rep*

**DATE:** **NOTE EARLIER START TIME**  
Thursday, February 13, 2020

**TIME:** **5:15 p.m.** Closed Session  
6:30 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

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

**II. CLOSED SESSION**

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.

3. Public Employee Evaluation

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

**III. RECONVENE IN OPEN SESSION**

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)]
3. Public Employee Evaluation

B. Pledge of Allegiance

**IV. COMMUNICATIONS**

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non Agenda Items)

**V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD**

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

## VI. CONSENT AGENDA

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

- A. Minutes of January 16, 2020 Board Meeting 7  
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #11 13  
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Certificated Assignment Order #11.
- C. Classified Assignment Order #11 15  
Recommendation: (Billie Mankey, Director of Human Resources) The Administration recommends adoption of Classified Assignment Order #11.
- D. Acceptance of Donations 17  
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 19  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration Recommends that the Board approve or receive the request as presented.
- F. Warrant Schedules No. 604 25  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) As Assistant Superintendent for Business Services, I certify that I have reviewed the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- G. Cash Receipts Report No. 3 27  
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.
- H. Revolving Cash Report No. 3 31  
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.
- I. Acceptance of Quarterly Treasurer's Report 33  
Recommendation: (Song Chin Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the Quarterly Treasurer's Report for the quarter ending December 31, 2019.

- J. E-Waste Surplus at Pacific Grove High School 48  
Recommendation: (Jonathan Mejia, Technology Coordinator) The District Administration recommends the Board review and approve the surplus e-waste from Pacific Grove High School.
- K. Contract for Services with Graide Network for Pacific Grove Middle School Language Arts 52  
Recommendation: (Sean Roach, Pacific Grove Middle School) The District Administration recommends the Board review and approve the contract for services with Graide Network for Pacific Grove Middle School.
- L. Contract for Services with Richard Enriquez, School Bus Driver/Trainer 55  
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Richard Enriquez, School Bus Driver/Trainer.
- M. Contract for Services with Emma Bartlett, Drumline Instructor for Pacific Grove High School 58  
Recommendation: (Matt Bell, Principal, Pacific Grove High School) The District Administration recommends the Board review and approve the contract for services with Emma Bartlett, Drumline Instructor for Pacific Grove High School.
- N. Contract for Services with Rachel Hunter, Flag Team Instructor for Pacific Grove High School 61  
Recommendation: (Matt Bell, Principal, Pacific Grove High School) The District Administration recommends the Board review and approve the contract for services with Rachel Hunter, Flag Team Instructor for Pacific Grove High School.
- O. Contract for Services with Casey Printing for Pacific Grove Adult School 64  
Recommendation: (Barbara Martinez, Principal, Pacific Grove Adult School) The District Administration recommends the Board review and approve the contract for services with Casey Printing for the Spring 2020 class brochure.
- P. Contract for Services with Christine Harder dba Artadillo for Robert Down Elementary School 67  
Recommendation: (Sean Keller, Principal, Robert Down Elementary School) The District Administration recommends the Board review and approve the contract for services with Artadillo for art lessons at Robert Down Elementary School.
- Q. Contract for Services with Stark Leak Detection LLC 70  
Recommendation: (Matt Kelly, Director of Facilities and Transportation) The District Administration recommends the Board review and approve the contract for services with Stark Leak Detection LLC for district-wide leak detection.

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

## VII. INFORMATION/DISCUSSION

- A. Presentation by County Property Tax Assessor Steve Vagnini 74



## VIII. ACTION/DISCUSSION

- A. Student Information Systems Replacement 75  
Recommendation: (Matthew Binder, Director of Education Technology) The District Administration recommends that the Board review and approve the Student Information System (SIS).  
Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
- B. School Year Calendars 2020-21 and 2021-22 110  
Recommendation: (Billie Mankey, Director of Human Resources) The District Administration recommends that the Board review and approve the School Year Calendars for 2020-21 and 2021-2022.  
Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
- C. Contract for Services with David Sonderegger for E-Rate Monitoring Services 116  
Recommendation: (Jonathan Mejia, Technology Coordinator) The District Administration recommends that the Board review and approve the Contract for Services with David Sonderegger for E-Rate monitoring services.  
Move: \_\_\_\_\_ Second: \_\_\_\_\_ Vote: \_\_\_\_\_
- D. Board Calendar/Future Meetings 120  
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

- B. Review of Budget Development Calendar for 2020-2021 123  
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The Administration recommends that the Board review the Budget Development Calendar for fiscal year 2020-2021.  
Board Direction: \_\_\_\_\_
- C. Joint Use Agreement with City of Pacific Grove 125  
Recommendation: (Matt Kelly, Director of Facilities and Transportation) Agreement between PGUSD and the City of Pacific Grove to use each other's facilities.  
Board Direction: \_\_\_\_\_

D. Future Agenda Items

136

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.

- Transportation Review and Fees (April 2, 2020)
- Dual Language Elementary Program (April 2, 2020)
- Board Meeting Audio Streaming Options (TBA)
- Revenue Property Tax (In progress)
- Celebration event for individuals that raised money or donated money for PGUSD (May 7 or June 4)
- Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- Utility bills costs (electric and water) by school site (2020-2021)

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

**X. ADJOURNMENT**

Next regular Board meeting: March 5, 2020 – District Office

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of January 16, 2020 – Adult School

**I. OPENED BUSINESS**

- A. Called to Order 5:00 p.m.
- B. Roll Call
- |                         |                                  |
|-------------------------|----------------------------------|
| President:              | Trustee Crandell                 |
| Clerk:                  | Trustee Dawson                   |
| Trustees Present:       | Trustee Paff                     |
|                         | Trustee Swanson                  |
|                         | Trustee Walton                   |
| Administration Present: | Superintendent Porras            |
|                         | Asst. Superintendent Chin-Bendib |
| Board Recorder:         | Mandi Ackerman                   |
| Student Board Member:   | Adrian Clark                     |

C. Adopted Agenda

**MOTION Swanson/Dawson to adopt agenda as presented.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**II. CLOSED SESSION**

A. Identified Closed Session Topics

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Matt Bell, Song Chin-Bendib and Ralph Gómez Porras, for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib and Ralph Gómez Porras for the purpose of giving direction and updates.
3. Interdistrict Transfer Appeal (1 case)
4. Potential Litigation (3 cases) [Government Code § 54956.9]

B. Public comment on Closed Session Topics

None.

C. Adjourned to Closed Session 5:04 p.m.

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

A. Reported action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2019-20 [Government Code § 3549.1 (d)]

The Board received information.

2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2019-20 [Government Code § 3549.1 (d)]

The Board received information.

3. Interdistrict Transfer Appeal (1 case)

The Board voted 5 – 0 to deny the appeal.

4. Potential Litigation (3 cases) [Government Code § 54956.9]

Conference with legal. The Board provided direction to Administration.

B. Pledge of Allegiance

Led By: Adult School Principal Barbara Martinez

**IV. SITE PRESENTATIONS**

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

Adult School Presentation: Parent Engagement for Student Success

Adult School Principal Barbara Martinez presented information on parent engagement including barriers to parent engagement; resources to support student success; school site specific parent engagement opportunities.

Kate Miller provided each Trustee with a copy of her book on parent engagement and the importance of helping parents communicate with their children.

Jackie Kite, Co-Op Teacher, spoke about parent participation in the classroom, parent observations, and education nights for parents.

Kristen Stember spoke about Parents Place, the history, and the strong impact on the community.

A film was played on what parent engagement looks like at every school site.

The Board thanked Principal Martinez and staff for their presentation.

**V. RECOGNITION**

Superintendent Porras and fellow Trustees recognized immediate past President John Paff and Vice President/Clerk Brian Swanson.

## VI. COMMUNICATIONS

### A. Written Communication

None.

### B. Board Member Comments

Pacific Grove High School Student Representative Clark provided updates to the Board on the events and activities happening at Pacific Grove High School.

Trustee Swanson said it looks great at the site, and noted both daughters attended Parents Place as children.

Trustee Crandell acknowledged the Administrators who have taken the time to meet since becoming Board President. Trustee Crandell also thanked Principal Martinez.

### C. Superintendent Report

Superintendent Porras thanked Pacific Grove High School Student Representative Clark for his leadership at the Student Board Leadership Training conference, said students represented themselves very well, and reminded us why we are in education.

Superintendent Porras also noted the District's efforts in addressing safety issues, including meeting with the Pacific Grove Police Department and the City of Pacific Grove.

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

Pacific Grove High School Principal Matt Bell spoke about social emotional health and physical health.

Forest Grove Elementary School Principal Buck Roggeman thanked Principal Martinez, said they will keep parent engagement going at Forest Grove Elementary School.

Pacific Grove Middle School Principal Sean Roach shined a light on the relationship with the Pacific Grove Police Department, noting School Resource Officer Justine Hanks completed the DARE program.

Director of Facilities and Transportation Matt Kelly spoke about geotechnical investigation, received results from the test, inconclusive. Concerns over small sink holes. Continued investigation and will then bring a recommendation to the Board on how to fix the problem.

Robert Down Elementary School Principal Sean Keller updated the Board on school events; dine-out event benefiting the PTA.

Director of Education Technology Matthew Binder will provide Student Information Systems update at the February 18, 2020 Board meeting.

## **VII. INDIVIDUALS DESIRING TO ADDRESS THE BOARD**

Parent Jeff Erickson spoke about his experience as a volunteer and expressed his concerns to the Board.

Robert Down Elementary School Teacher Eric Chavez spoke about volunteers related to employees of the District, and spoke in favor of retaining spouse volunteers.

## **VIII. CONSENT AGENDA**

- A. Minutes of December 12, 2019 Board Meeting
- B. Certificated Assignment Order #9
- C. Classified Assignment Order #9
- D. Acceptance of Donations
- E. Out of County or Overnight Activities
- F. Warrant Schedules No. 615
- G. Contract for Services with Pedro Torres at Pacific Grove Middle School

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

**Public comment: none**

**Motion CARRIED 5 – 0**

## **IX. ACTION/DISCUSSION**

- A. Revisions to Board Policy and Regulation 5123 Promotion/Acceleration/Retention

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

**MOTION Dawson/Walton to approve the revisions to Board Policy and Regulation 5123 Promotion/Acceleration/Retention.**

**Public comment: none**

**Motion CARRIED 5 – 0**

- B. Revisions to Board Policy and Regulation 1325 Advertising and Promotion

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

**Public comment:**

Parent Jeff Erickson referenced his work on Boosters and the impact.

Athletic Director Todd Buller said funds cover the whole baseball program and is a good deal for everyone.

**MOTION Dawson/Crandell to approve the revisions to Board Policy and Regulation 1325 Advertising and Promotion.**

**Motion CARRIED 5 – 0**

C. Pacific Grove Unified School District Network Upgrade

Technology Systems Coordinator Jonathan Mejia presented information to the Board. The Board discussed this item.

**MOTION Swanson/Dawson to accept the report.**

**Public comment: none**

**Motion CARRIED 5 – 0**

D. Approval of Measure A Education Technology Expenditures

Director of Education Technology Matthew Binder presented information to the Board. The Board discussed this item.

**MOTION Dawson/Swanson to approve the Measure A Education Technology Expenditures.**

**Public comment: none**

**Motion CARRIED 5 – 0**

E. Board Calendar/Future Meetings

The Board directed Administration to change safety updates to two times per year- around September and around April.

**MOTION Crandell/Dawson to approve the Board meeting calendar as amended.**

**Public comment: none**

**Motion CARRIED 5 – 0**

**X. INFORMATION/DISCUSSION**

A. Pacific Grove Unified School District Quarterly Safety Update

Director of Safety Barbara Martinez spoke about the back parking lot of Pacific Grove High School and safety concerns. Crosswalk issues including who owns the property, who pays for the crossing guards. The Board discussed concerns and asked questions.

Director Martinez also discussed a new digital radio system.

**Public comment:**

Pacific Grove Middle School Assistant Principal Jason Tovani praised Pacific Grove Police Department, noting he saw three different drivers pulled over in front of the school. The school site appreciates the efforts by the police department.

B. Review of District Enrollment Projections for 2020-21

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

**Public comment:**

Former Trustee Beth Shammas suggested looking at the high school information, noting the information is important.

C. Review of December Property Tax Revenue and Overall Tax Projections for 2019-20 and Preliminary Projections for 2020-21

Assistant Superintendent Chin-Bendib presented information to the Board.

D. 2019-2020 California Schools Dashboard Presentation

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

E. Future Agenda Items

- Revenue Property Tax (In progress)
- Dual Language Elementary Program
- Student Information System- January 23
- Audio/video recording and streaming of Board meetings- January 23
- Bus Ridership analysis- January 23
- Celebration event for individuals that raised money or donated money for PGUSD
- Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- District and school site website updates/redesign
- Utility bills costs (electric and water) by school site

Several Trustees requested that Dual Language Elementary Program be removed. Item to remain on list at this time.

Board directed administration to research chronic absences, how it is being addressed and come back with a report.

**XI. ADJOURNED**

**9:54 p.m.**

Approved and submitted:

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Dr. Ralph Gómez Porras  
Secretary to the Board



- ☒ Consent  
☐ Information/Discussion  
☐ Action/Discussion

**SUBJECT:** Certificated Assignment Order #11

**DATE:** February 13, 2020

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

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Page 1 of 2

**RECOMMENDATION:**

The administration recommends adoption of Certificated Assignment Order #11.

**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.

**LEAVE OF ABSENCE:**

Jayne Lord, FGE, EL Teacher, requests and qualifies to continue a STRS Reduced Workload (2<sup>nd</sup> year) from 1.0 FTE to 0.70 FTE effective the 2020-2021 school year

Glynis Barrett, FGE, Special Education Teacher, requests a one year, long term unpaid leave of absence for child rearing, effective the 2020-2021 school year

**RESIGNATION:**

Juliana Daycuyan, RDE, Elementary Teacher resigns effective May 29, 2020 after 21 successful years of employment with the Pacific Grove Unified School District

Maurisa Alt, FGE, Elementary Teacher, resigns effective May 29, 2020 after 4 successful years of employment with the Pacific Grove Unified School District

**SUBSTITUTE:**

Stephanie Iriarte  
Ann Jenkins

☒ Consent  
☐ Information/Discussion  
☐ Action/Discussion

**SUBJECT:** Classified Assignment Order #11

**DATE:** February 13, 2020

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

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**Page 1 of 2**

**RECOMMENDATION:**

The administration recommends adoption of Classified Assignment Order #11

**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. 11  
February 13, 2020**

**Page 2 of 2**

**NEW HIRE:**

Danielle Hiscock, PGAS, Childcare Attendant, 11 hrs./week, work year according to the Adult School Calendar, Range 25, Step A, effective February 3, 2020 (replaces Summayya Zahra)

**SUBSTITUTES:**

Nestor Dantes

Alissa Watts

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

**SUBJECT:** Acceptance of Donations

**DATE:** February 13, 2020

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

**RECOMMENDATION:**

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

**INFORMATION:**

During the past month the following donations were received:

**Forest Grove Elementary School**

None

**Robert H. Down Elementary School**

RD PTA

\$500 (snacks)

**Pacific Grove Middle School**

None

**Pacific Grove High School**

Various donations to PGHS ASB

attached

**Pacific Grove Community High School**

None

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

British Belles Club

\$100 (Parents' Place)

**Pacific Grove Unified School District**

Chapman Foundation

\$15,000 (GATE Grant)

Joseph & Linda Donofrio

\$ 150.33 (food service)

**October 2019-January 2020 ASB Donations**

<b>Donor</b>	<b>Club/Sport</b>	<b>Purpose</b>	<b>Amount</b>
1. Aline and Nick Harris	Choir	Carnegie Hall Trip	\$ 2,500.00
2. I-Hsin L.C. Lowe	Choir	Carnegie Hall Trip	\$ 500.00
3. PG Kiwanis	Choir	Carnegie Hall Trip	\$ 250.00
4. Pebble Beach Company	Choir	Carnegie Hall Trip	\$ 500.00
5. Tara Tuilius	Mock Trial	Competition	\$ 100.00
6. Cypress Engineering Corp	Mock Trial	Competition	\$ 1,000.00
7. Bagel Kitchen	Football	Equipment	\$ 100.00
8. Ben and Stephanie Horning	Culinary	Ingredients/Various Needs	\$ 175.00
9. Dr. Nick Harris	Choir	Carnegie Hall Trip Student Sponsorship	\$ 2,500.00
10. Diana Dennis	PGHS Band	not specified	\$ 50.00
11. Go Fund Me (on-going)	Water Polo	Team expenses	\$ 96.80
12. Roger Magyar	Choir	Carnegie Hall Trip	\$ 100.00
13. PG Kiwanis	Girls Basketball	Equipment/Uniforms	\$ 1,800.00
14. Kind World Foundation	Choir	Carnegie Hall Trip	\$ 1,000.00
15. Anonymous Donor	Choir	Carnegie Hall Trip	\$ 5,000.00
16. PGHS Alumni Association	Choir	Carnegie Hall Trip	\$ 2,000.00
<b>Total donations</b>			<b>\$ 17,571.80</b>

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

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

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

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

**BACKGROUND:**

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

**INFORMATION:**

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

**FISCAL IMPACT:**

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

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.



**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 02/20/2020 Day of Activity Thursday-Saturday

Location of Activity CSU Fresno City Fresno County Fresno

School PG Middle School Class or Club Choir Grade Level/s 6,8

School Departure Time 8:00 AM

Pickup Time from Place of Activity 5:00 PM

Name of Employee Accompanying Students Jared Masar

Number of Adults 1 Number of Students 2

Description of Activity/Educational Objective

All-State Honor Choir

List All Stops None

Means of Transportation: Auto\*

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

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

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

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

Account Code: N/A

Requested by: Jared Masar / Jared Masar Date 01/30/2020  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean Roach Date 01/30/2020

\*\*\*\*\*

**Transportation Department/District Office Use**

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

Cost Estimate \$ \_\_\_\_\_

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

Approved by Assistant Superintendent: song jinbendib Date 01/30/2020

Date of Board Approval 02/13/2020

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

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted AT LEAST TWO (2) WEEKS PRIOR TO THE BOARD MEETING PRIOR TO THE EVENT. For ALL other activities, submit request two weeks in advance of activity. <sup>1</sup> understand.

Date of Activity 02/21/2020 Day of Activity Saturday 2-22-20

Location of Activity Kern ROC 501 S Mt Vernon Bakersfield CA City Bakersfield County Kern

School PG High School Class or Club Health Occupations/Therapeutic Servic Grade Level/s 11-12

School Departure Time 3:00 PM

Pickup Time from Place of Activity 8:00 PM

Name of Employee Accompanying Students Anthony Payan

Number of Adults 2 Number of Students 4

Description of Activity/Educational Objective  
CPR, Life Saving and Clinical Skills Competition

List All Stops 1 Stop half way to and back from destination.

Means of Transportation: Auto\*

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

\*\*If using District vans, driver names must be listed: Anthony Payan and Jenn Erickson

Cost of Activity \$ 160.00 + Cost of Transportation \$ 131.66 = Total \$ 291.66

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

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

Requested by: Tony Payan / Tony Payan Date 12/30/2019  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 01/06/2020

\*\*\*\*\*

**Transportation Department/District Office Use**

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

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

Approved by Assistant Superintendent: song jinbendib Date 01/21/2020

Date of Board Approval 02/13/2020

**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 03/11/2020 Day of Activity Wednesday - Saturday (Mar 11-14, 2020)

Location of Activity Fresno Convention Center City Fresno, CA County Fresno

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

School Departure Time 12:15 PM

Pickup Time from Place of Activity 10:00 PM

Name of Employee Accompanying Students Sally Richmond, Roby Hyde

Number of Adults 4 Number of Students 20

Description of Activity/Educational Objective  
Compete in the Central Valley Regional Robotics Tournament

List All Stops Fresno, CA with a hotel stay for 3 nights

Means of Transportation: District Van\*\*

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

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

Cost of Activity \$ 6443.28 + Cost of Transportation \$ 250 = Total \$ 6,693.28

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

Account Code: CTEIG - 01-6387-0-3800-1000-5200-00-006-8500-0720 and Wells Fargo Robotics Account #801

Requested by: Sally A. Richmond / Sally A. Richmond Date 12/26/2019  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Matthew J. Bell Date 01/06/2020

\*\*\*\*\*

**Transportation Department/District Office Use**

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

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

Approved by Assistant Superintendent: song chinbendib Date 01/21/2020

Date of Board Approval 02/13/2020

**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 05/09/2020 Day of Activity Saturday

Location of Activity Great America City Santa Clara County Santa Clara

School PG Middle School Class or Club Choir Grade Level/s 6,7,8

School Departure Time 7:00 AM

Pickup Time from Place of Activity 7:00 PM

Name of Employee Accompanying Students Jared Masar

Number of Adults 12 Number of Students 51

Description of Activity/Educational Objective  
Singing competition where students get feedback from professional judges

List All Stops None

Means of Transportation: School Bus

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

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

Cost of Activity \$ \_\_\_\_\_ + Cost of Transportation \$ 942.00 = Total \$ 942.00

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

Account Code: 01-9005-0-1110-1000-4300-00-005-1440-0720

Requested by: Jared Masar / Jared Masar Date 12/16/2019  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean Roach Date 12/17/2019

\*\*\*\*\*

**Transportation Department/District Office Use**

(x) School Bus ( ) Charter ( ) Available ( ) Not available Date Received 01/14/2020

Cost Estimate \$ 942.00

Approved by Transportation Supervisor: Matt Kelly Date 01/14/2020

Approved by Assistant Superintendent: song chinbendib Date 01/21/2020

Date of Board Approval 02/13/2020

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

**SUBJECT:** Warrant Schedule 616

**DATE:** February 13, 2020

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

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**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 January 1, 2020 through January 31, 2020.

**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. 616

JANUARY 2020

WARRANTS - PAYROLL

Certificated	Regular	1/5/2020	\$	-
	Regular	1/10/2020	\$	5,920.69
	Regular	1/15/2020	\$	-
	Regular	1/31/2020	\$	1,665,779.00
<u>Total Certificated</u>			\$	<u>1,671,699.69</u>
Other	Regular	1/5/2020	\$	-
	Regular	1/10/2020	\$	3,144.24
	Regular	1/15/2020	\$	-
	Regular	1/31/2020	\$	5,496.94
<u>Total Other</u>			\$	<u>8,641.18</u>
Classified	Regular	1/5/2020	\$	-
	Regular	1/10/2020	\$	5,579.99
	Regular	1/15/2020	\$	-
	Regular	1/31/2020	\$	654,774.72
<u>Total Classified</u>			\$	<u>660,354.71</u>
<u>TOTAL PAYROLL</u>			\$	<u>2,340,695.58</u>

WARRANTS - ACCOUNTS PAYABLE

Warrants	12530363	through	12530414	(1/2/20)	\$	137,238.41
Warrants	12530837	through	12530946	(1/7/20)	\$	131,024.04
Warrants	12531668	through	12531683	(1/9/20)	\$	18,609.75
Warrants	12532466	through	12532498	(1/14/20)	\$	31,356.88
Warrants	12533036	through	12533072	(1/16/20)	\$	46,746.18
Warrants	12533692	through	12533706	(1/21/20)	\$	33,283.54
Warrants	12534362	through	12534375	(1/23/20)	\$	15,187.51
Warrants	12535787	through	12535819	(1/28/20)	\$	50,990.32
Warrants	12536376	through	12536408	(1/30/20)	\$	58,526.14
<u>TOTAL ACCOUNTS PAYABLE</u>					\$	<u>522,962.77</u>

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

**SUBJECT:** Cash Receipts Report No. 3

**DATE:** February 13, 2020

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

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**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 November 6, 2019 through January 30, 2020.

**INFORMATION:**

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

# PGUSD BOARD REPORT # 3

November 6, 2019-January 30, 2020

Date	Num	Name	Account	Amount
Nov 6, '19 - Jan 30, 20				
11/06/2019	20013	RETIREE INSURANCE	RETIREE INSURANCE	7,018.44
11/06/2019	20014	BUS PASS	BUS PASS	350.00
11/06/2019	20015	STATE OF CALIFORNIA	CAFETERIA	1,170.42
11/06/2019	20016	STATE OF CALIFORNIA	CAFETERIA	17,069.92
11/06/2019	20017	STATE OF CALIFORNIA	PRESCHOOL	9,878.00
11/06/2019	20018	Intercare Holding Insurance	WORKERSCOMP	1,033.82
11/06/2019	20019	Facilitron	SPECIAL RESERVE	1,517.02
11/06/2019	20020	PG Pops	Music Program	200.00
11/06/2019	20021	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,824.45
11/06/2019	20022	STATE OF CALIFORNIA	SP ED	893.65
11/06/2019	20023	PGMS	DONATION	12.00
11/06/2019	20024	ASE - After School Enrichment	Class Fees	5,255.00
11/07/2019	20025	Intercare Holding Insurance	WORKERSCOMP	921.00
11/07/2019	20026	Intercare Holding Insurance	WORKERSCOMP	1,033.82
11/07/2019	20027	STATE OF CALIFORNIA	SP ED	1,472.12
11/07/2019	20028	FG PTA	DONATION	592.37
11/07/2019	20029	MCOE	CAFETERIA	586.50
11/07/2019	20030	Ameritrade	PAYROLL	73,840.36
11/07/2019	20031	ROP	Class Fees	376.00
11/07/2019	20032	Robert Down Elementary	DONATION	20.00
11/07/2019	20033	ROP	Class Fees	100.00
11/07/2019	20034	PGHS ALUMNI	DONATION	2,000.00
11/07/2019	20035	FG PTA	DONATION	1,700.00
11/07/2019	20036	Forest Grove Elementary	DONATION	200.00
11/07/2019	20037	Robert Down Elementary	DONATION	20.00
11/07/2019	20038	Lost Key Fee	MAINT/GROUNDS	35.00
11/07/2019	20039	Santa Cruz COE	MAA	12,305.10
11/07/2019	20040	ADULT EDUCATION	ADULT EDUCATION	3,090.00
11/07/2019	20041	ADULT EDUCATION	ADULT EDUCATION	1,676.95
11/07/2019	20042	ADULT EDUCATION	ADULT EDUCATION	785.00
11/07/2019	20043	ADULT EDUCATION	ADULT EDUCATION	2,580.00
11/08/2019	20044	ADULT EDUCATION	ADULT EDUCATION	16,023.92
11/08/2019	20045	ADULT EDUCATION	ADULT EDUCATION	1,223.47
11/08/2019	20046	ADULT EDUCATION	ADULT EDUCATION	66,739.58
11/08/2019	20047	BASRP-RD	BASRP	409.00
11/08/2019	20048	BASRP-FG	BASRP	832.00
11/18/2019	20049	ADULT EDUCATION	ADULT EDUCATION	2,684.76
11/18/2019	20050	ADULT EDUCATION	ADULT EDUCATION	5,200.00
11/18/2019	20051	RETIREE INSURANCE	RETIREE INSURANCE	2,906.58
11/18/2019	20052	STATE OF CALIFORNIA	SP ED	260.07
11/18/2019	20053	ROP	Class Fees	200.00
11/18/2019	20054	PG MUSIC BOOSTERS	Music Program	10,000.00
11/18/2019	20055	PG MUSIC BOOSTERS	Music Program	3,500.00
11/18/2019	20056	PG MUSIC BOOSTERS	Music Program	1,000.00
11/18/2019	20057	Forest Grove Elementary	Music Program	125.00
11/18/2019	20058	Forest Grove Elementary	DONATION	86.00
11/18/2019	20059	Robert Down Elementary	DONATION	60.00
11/18/2019	20060	Lost Key Fee	MAINT/GROUNDS	35.00
11/18/2019	20061	Intercare Holding Insurance	WORKERSCOMP	1,033.82
11/18/2019	20062	Intercare Holding Insurance	WORKERSCOMP	131.58
11/18/2019	20063	Intercare Holding Insurance	WORKERSCOMP	614.00
11/18/2019	20064	Fran Castorina	INS PAYMENT	260.85
11/18/2019	20065	Maria Rivera	INS PAYMENT	200.00
11/18/2019	20066	Mercer Health	REFUND	52.86
11/18/2019	20067	BASRP-RD	BASRP	1,533.50
11/18/2019	20068	BASRP-FG	BASRP	710.00
11/20/2019	20069	BASRP-FG	BASRP	21,253.00
11/20/2019	20070	BASRP-RD	BASRP	19,740.00
11/22/2019	20071	STATE OF CALIFORNIA	SP ED	548.78
11/22/2019	20072	MBCS/Monterey Bay Charter School	UTILITIES	4,839.19
11/22/2019	20073	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,824.45
11/22/2019	20074	PGMS	DONATION	8.00



Date	Num	Name	Account	Amount
11/22/2019	20075	Forest Grove Elementary	DONATION	50.00
11/22/2019	20076	Intercare Holding Insurance	WORKERSCOMP	1,033.82
11/22/2019	20077	ADULT EDUCATION	ADULT EDUCATION	65.00
11/22/2019	20078	ADULT EDUCATION	ADULT EDUCATION	156.03
11/22/2019	20079	ADULT EDUCATION	ADULT EDUCATION	75.25
11/22/2019	20080	ADULT EDUCATION	ADULT EDUCATION	38,705.56
11/22/2019	20081	RETIREE INSURANCE	RETIREE INSURANCE	6,601.00
11/27/2019	20082	PG PRIDE	WALK WITH PRIDE	31,561.20
11/27/2019	20083	PG PRIDE	WALK WITH PRIDE	2,606.00
11/27/2019	20084	STATE OF CALIFORNIA	PRESCHOOL	7,194.00
11/27/2019	20085	STATE OF CALIFORNIA	CAFETERIA	1,334.98
11/27/2019	20086	STATE OF CALIFORNIA	CAFETERIA	19,533.23
11/27/2019	20087	PGHS	DONATION	114.11
11/27/2019	20088	Robert Down Elementary	DONATION	3,060.00
11/27/2019	20089	ADULT EDUCATION	ADULT EDUCATION	160.00
11/27/2019	20090	ADULT EDUCATION	ADULT EDUCATION	500.00
12/06/2019	20091	RETIREE INSURANCE	RETIREE INSURANCE	18,024.66
12/06/2019	20092	STATE OF CALIFORNIA	SP ED	2,434.24
12/06/2019	20093	Robert Down Elementary	DONATION	205.00
12/06/2019	20094	Intercare Holding Insurance	WORKERSCOMP	614.00
12/06/2019	20095	Intercare Holding Insurance	WORKERSCOMP	394.71
12/06/2019	20096	Intercare Holding Insurance	WORKERSCOMP	1,033.82
12/06/2019	20097	Facilitron	SPECIAL RESERVE	665.60
12/06/2019	20098	ADULT EDUCATION	ADULT EDUCATION	4,960.00
12/06/2019	20099	BASRP-FG	BASRP	474.00
12/06/2019	20100	BASRP-RD	BASRP	978.00
12/09/2019	20101	RETIREE INSURANCE	RETIREE INSURANCE	1,332.00
12/09/2019	20102	PGMS	DONATION	9.50
12/09/2019	20103	Maria Rivera	INS PAYMENT	200.00
12/09/2019	20104	ADULT EDUCATION	ADULT EDUCATION	123.81
12/09/2019	20105	ADULT EDUCATION	ADULT EDUCATION	795.00
12/09/2019	20106	Monterey Peninsula Foundation	GATE	10,000.00
12/23/2019	20107	BASRP-RD	BASRP	834.70
12/23/2019	20108	BASRP-FG	BASRP	476.00
12/23/2019	20109	RETIREE INSURANCE	RETIREE INSURANCE	8,825.74
12/23/2019	20110	ADULT EDUCATION	ADULT EDUCATION	2,744.50
12/23/2019	20111	ADULT EDUCATION	ADULT EDUCATION	32,510.46
12/23/2019	20112	Robert Down Elementary	DONATION	20.00
12/23/2019	20113	PGHS	REFUND	10.00
12/23/2019	20114	PGHS LIBRARY	LIBRARY FINES/FEES	28.00
12/23/2019	20115	Fran Castorina	INS PAYMENT	260.85
12/23/2019	20116	MISC	BUSINESS OFFICE	6.00
12/23/2019	20117	STATE OF CALIFORNIA	CAFETERIA	1,058.20
12/23/2019	20118	Intercare Holding Insurance	WORKERSCOMP	1,033.82
12/23/2019	20119	Santa Cruz COE	MAA	10,933.90
12/23/2019	20120	Jeffrey Miller	INVESTIGATIONS	367.00
12/23/2019	20121	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,824.45
12/23/2019	20122	MBCS/Monterey Bay Charter School	UTILITIES	3,945.17
12/27/2019	20123	BASRP-FG	BASRP	26,081.50
12/27/2019	20124	BASRP-RD	BASRP	24,133.00
12/27/2019	20125	STATE OF CALIFORNIA	SP ED	4,246.59
12/27/2019	20126	PGMS	Music Program	-500.00
12/27/2019	20127	PGHS ASB	TRANSPORTATION	55.00
01/08/2020	20128	RETIREE INSURANCE	RETIREE INSURANCE	7,356.00
01/08/2020	20129	ADULT EDUCATION	ADULT EDUCATION	2,792.00
01/08/2020	20130	ADULT EDUCATION	ADULT EDUCATION	930.00
01/08/2020	20131	ADULT EDUCATION	ADULT EDUCATION	910.00
01/08/2020	20132	PGMS	REBATE	45.70
01/08/2020	20133	Maria Rivera	INS PAYMENT	200.00
01/08/2020	20134	Fran Castorina	INS PAYMENT	264.15
01/08/2020	20135	Robert Down Elementary	DONATION	20.00
01/08/2020	20136	Intercare Holding Insurance	WORKERSCOMP	363.68
01/08/2020	20137	Intercare Holding Insurance	WORKERSCOMP	664.60

Date	Num	Name	Account	Amount
01/08/2020	20138	MERMA	MISC	61,428.00
01/08/2020	20139	STATE OF CALIFORNIA	SP ED	236.65
01/08/2020	20140	STATE OF CALIFORNIA	CAFETERIA	15,830.90
01/08/2020	20141	California Mathematics Council	FACILITIES	7,641.64
01/08/2020	20142	STATE OF CALIFORNIA	PRESCHOOL	9,412.00
01/08/2020	20143	Facilitron	SPECIAL RESERVE	7,532.40
01/09/2020	20144	BASRP-RD	BASRP	172.00
01/09/2020	20145	BASRP-FG	BASRP	640.00
01/09/2020	20146	Chapman Foundation	GATE	15,000.00
01/23/2020	20147	BASRP-RD	BASRP	14,551.00
01/23/2020	20148	BASRP-FG	BASRP	17,311.00
01/24/2020	20149	RETIREE INSURANCE	RETIREE INSURANCE	3,911.02
01/24/2020	20150	ROP	Class Fees	1,600.00
01/24/2020	20151	PGMS	Music Program	300.00
01/24/2020	20152	PGMS	FIELD TRIP	940.00
01/24/2020	20153	PGMS	Music Program	555.00
01/24/2020	20154	ROP	Class Fees	125.00
01/24/2020	20155	ADULT EDUCATION	ADULT EDUCATION	7,806.00
01/24/2020	20156	ADULT EDUCATION	ADULT EDUCATION	967.00
01/24/2020	20157	VOID	VOID	
01/24/2020	20158	STATE OF CALIFORNIA	PRESCHOOL	9,413.00
01/24/2020	20159	ROP	Class Fees	100.00
01/24/2020	20160	MCOE	PRESCHOOL	2,290.00
01/24/2020	20161	Robert Down Elementary	DONATION	60.00
01/24/2020	20162	TEXTBOOKS	TEXT BOOK FEES	401.00
01/24/2020	20163	Joseph Donofrio	CAFETERIA	150.33
01/30/2020	20164	ADULT EDUCATION	ADULT EDUCATION	8,234.04
01/30/2020	20165	ADULT EDUCATION	ADULT EDUCATION	1,153.05
01/30/2020	20166	ADULT EDUCATION	ADULT EDUCATION	57,196.41
01/30/2020	20167	FOOD SERVICE	CREDIT CARD SALES	11,994.68
01/30/2020	20168	BASRP-FG	BASRP	545.00
01/30/2020	20169	BASRP-RD	BASRP	2,205.50
01/30/2020	20170	ASE - After School Enrichment	Class Fees	7,970.00
01/30/2020	20171	Facilitron	SPECIAL RESERVE	8,993.75
01/30/2020	20172	Ecology Action of Santa Cruz	REBATE	11,340.19
01/30/2020	20173	ROP	Class Fees	625.00
01/30/2020	20174	MBCS/Monterey Bay Charter School	SPECIAL RESERVE	18,824.45
01/30/2020	20175	STATE OF CALIFORNIA	REFUND	14.84
01/30/2020	20176	Carmel Unified School Dist	SP ED	143,420.47
01/30/2020	20177	RETIREE INSURANCE	RETIREE INSURANCE	425.00
01/30/2020	20178	MERMA	MATCHING FUNDS	4,601.00
01/30/2020	20179	ROP	Class Fees	344.00
01/30/2020	20180	Robert Down Elementary	DONATION	40.00
01/30/2020	20181	RD PTA	DONATION	500.00
01/30/2020	20182	PGMS	FIELD TRIP	1,030.00
01/30/2020	20183	ADULT EDUCATION	ADULT EDUCATION	1,692.22
01/30/2020	20184	Santa Catalina School	MISC	150.00
01/30/2020	20185	Lisa Stacks	PAYROLL	399.88
01/30/2020	20186	BUS PASS	BUS PASS	10.00
01/30/2020	20187	Gil Ruiz	FACILITIES	210.00
01/30/2020	20188	FG PTA	CAFETERIA	497.59

Nov 6, '19 - Jan 30, 20

1,112,818.89

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

**SUBJECT:** Revolving Cash Report No. 2

**DATE:** February 13, 2020

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

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**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 November 6, 2019 through January 30, 2020.

**INFORMATION:**

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

PGUSD  
**BOARD REPORT # 2**  
 November 6, 2019 - January 30, 2020

Date	Num	Name	Account	Amount
Nov 6, '19 - Jan 30, 20				
11/06/2019		DEPOSIT	none	4,117.80
11/15/2019	5457	Alexander Long	ADULT EDUCATION	-200.00
11/15/2019	5458	Tracey Manning	ADULT EDUCATION	-85.00
11/15/2019	5459	Christina Bronfeld	ADULT EDUCATION	-56.00
11/15/2019	5460	Seonyeong Ha	ADULT EDUCATION	-40.00
11/15/2019	5461	Marie McCarty	ADULT EDUCATION	-120.00
11/30/2019		ANALYSIS CHARGE	BANK FEE	-184.11
12/27/2019	5462	Olivia Yates	ADULT EDUCATION	-55.00
12/27/2019	5463	Jessica Thompson	After School Enrichme...	-22.00
12/27/2019	5464	Fatima Dias	ADULT EDUCATION	-90.00
12/27/2019	5465	Lisa Voorhees	TEXT BOOK FEES	-10.00
12/27/2019	5466	Caryn St. Germain	ADULT EDUCATION	-22.50
12/31/2019		ANALYSIS CHARGE	BANK FEE	-219.68
01/27/2020	5467	Harvey Shrum	ADULT EDUCATION	-90.00
01/27/2020	5468	Bursa Andriliunas	ADULT EDUCATION	-85.00
01/27/2020	5469	Theresa McDaniel	ADULT EDUCATION	-56.00
01/27/2020	5470	Lorina Klein	TEXT BOOK FEES	-13.00
01/27/2020	5471	Elizabeth Dahl	ADULT EDUCATION	-200.00
01/27/2020	5472	Elizabeth Fuller	CAFETERIA	-5.00
01/27/2020	5473	Tammie Attaway	ADULT EDUCATION	-90.00
01/27/2020	5474	Tanya Fadem	ADULT EDUCATION	-56.00
01/27/2020	5475	James Choi	ADULT EDUCATION	-150.00
01/27/2020	5476	Nancy Reid-Sandler	ADULT EDUCATION	-35.00
Nov 6, '19 - Jan 30, 20				<u>2,233.51</u>

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

**SUBJECT:** Acceptance of Quarterly Treasurer's Report

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board accept the Quarterly Treasurer's Report for the quarter ending December 31, 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 **2.32%**. This is compared to 2.46% last quarter.

**FISCAL IMPACT:**

None.



## Monterey County Board of Supervisors

### Board Order

168 West Alisal Street,  
1st Floor  
Salinas, CA 93901  
831.755.5066  
[www.co.monterey.ca.us](http://www.co.monterey.ca.us)

A motion was made by Supervisor Jane Parker, seconded by Supervisor Mary L. Adams to:

Receive and accept the Treasurer's Report of Investments for the quarter ending December 31, 2019.

PASSED AND ADOPTED on this 28th day of January 2020, by roll call vote:

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

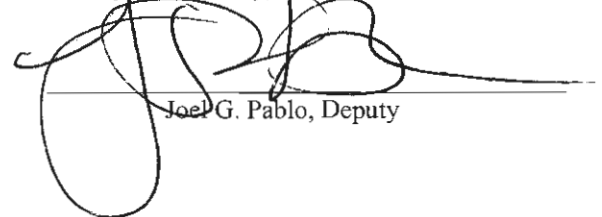
NOES: None

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 January 28, 2020.

Dated: January 29, 2020  
File ID: 20-037  
Agenda Item No.: 45

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



Joel G. Pablo, Deputy



# Monterey County

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

## Board Report

Legistar File Number: 20-037

January 28, 2020

Introduced: 1/14/2020

Current Status: Agenda Ready

Version: 1

Matter Type: General Agenda Item

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2019.

### RECOMMENDATION:

It is recommended that the Board of Supervisors:

Receive and Accept the Treasurer's Report of Investments for the Quarter Ending December 31, 2019.

### 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 October - December period, the investment portfolio position by investment type and the investment portfolio by maturity range.

### DISCUSSION:

During the October - December quarter, U.S. equities finished the year with a strong December, marking the best year since 2013. Major central banks held the global economy together, providing ample liquidity, lowering interest rates, and restoring confidence. After three consecutive rate cuts this year, the Federal Reserve kept rates steady at its December meeting, maintaining the target range at 1.5% to 1.75%. In its calculus, the economy is solid; and the current policy stance will remain appropriate as long as "incoming data remains broadly consistent with the outlook."

On December 31, 2019, the Monterey County investment portfolio contained an amortized book value of \$1,849,198,378 spread among 179 separate securities and funds. The par value of those funds was \$1,853,827,449 with a market value of \$1,848,747,199 or 100.0% of amortized book value. The portfolio's net earned income yield for the period was 2.32%. The portfolio produced an estimated quarterly income of \$9,758,162.96 that will be distributed proportionally to all agencies participating in the investment pool. The investment portfolio had a weighted average maturity of 331 days. The County Treasury continues to use shorter term debt to provide portfolio liquidity and enhanced investment opportunities.

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 website. 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 are expected to meet or exceed the budgeted revenue for Fiscal Year 2019-20.

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.

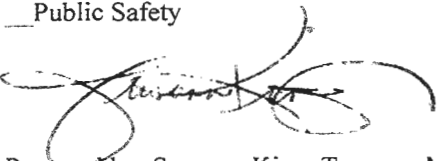
☐ Economic Development

☒ Administration

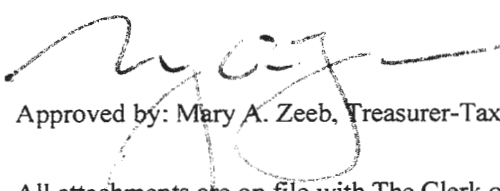
☐ Health & Human Services

☐ Infrastructure

☐ Public Safety



Prepared by: Susanne King, Treasury Manager, x5490



Approved by: Mary A. Zeeb, Treasurer-Tax Collector, x5833

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

Board Report

Exhibit A - Investment Portfolio Review 12.31.19

Exhibit B - Portfolio Management Report 12.31.19

Exhibit C - Aging Report 01.01.20



## Exhibit A

### Investment Portfolio Review

### Quarter Ending December 31, 2019

#### **OVERVIEW**

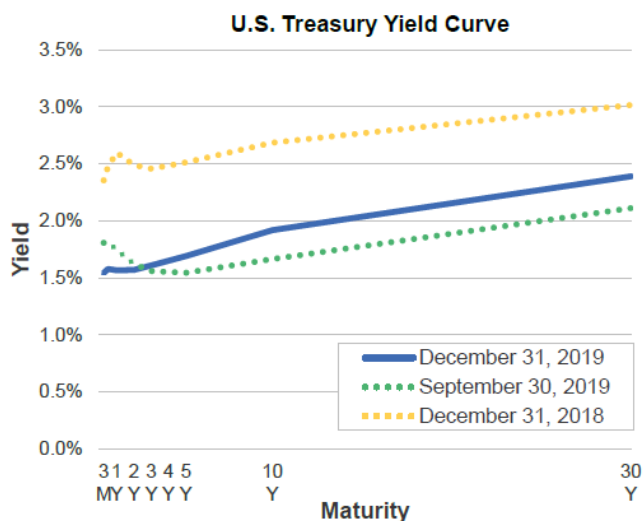
October 1, 2019 – December 31, 2019

During the October – December quarter, U.S. equities finished the year with a strong December, marking the best year since 2013. Major central banks held the global economy together, providing ample liquidity, lowering interest rates, and restoring confidence. After three consecutive rate cuts this year, the Federal Reserve kept rates steady at its December meeting, maintaining the target range at 1 ½ to 1 ¾ percent. In its calculus, the economy is solid; and the current policy stance will remain appropriate as long as “incoming data remains broadly consistent with the outlook.”

#### **U.S. TREASURY YIELD CURVE**

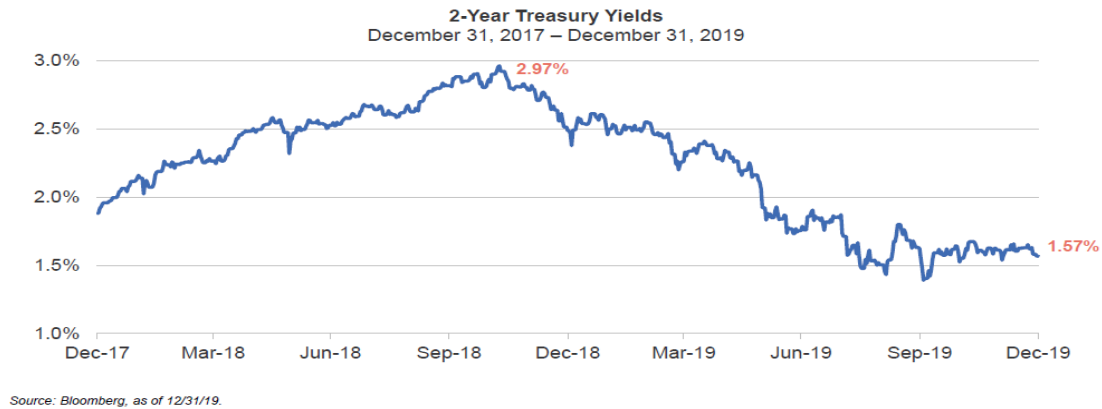
- Treasury yields fell across short term maturities throughout the quarter, while long-term maturities rose.
- Yield movement during the quarter resulted in a Treasury yield curve that is no longer inverted and it has regained its positive slope.

	4Q2019 12/31/19	3Q2019 9/30/19	QoQ Change
3 month	1.54%	1.81%	-0.27%
1 year	1.57%	1.74%	-0.17%
2 year	1.57%	1.62%	-0.05%
3 year	1.61%	1.56%	0.05%
5 year	1.69%	1.54%	0.15%
10 year	1.92%	1.66%	0.26%
30 year	2.39%	2.11%	0.28%



Source: Bloomberg, as of 12/31/19.

- The 2-year Treasury decreased by 5 basis points (0.05%) to end the quarter at 1.57%.
- Yields felt the pressure of continued trade tensions, further weakening in business investment and other economic data, as well as heightened recession fears for the U.S. and global economies.



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 a U.S. Treasuries, Commercial Paper and Corporate Notes. 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 179 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%	1.5%	18.1%	57.5%	2.4%	4.1%	2.1%	<0.1%	0.5%

- Total may not equal 100% due to rounding

3. Credit Risk – Approximately 83.6% 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. The Supranationals (2.1%) and the Asset Backed Security (0.5%) 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
2.1%	8.9%	64.5%	8.7%	5.0%	6.2%	0.5%	4.0%

• Total may not equal 100% due to rounding

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 October - December quarter. The portfolio's average weighted maturity was 331 days, and the Treasurer maintained \$347M in overnight investments to provide immediate liquidity to be able to react quickly to opportunities in the current market and take advantage of yields on the money market rates. In addition, the Treasurer maintained \$687M in securities with maturities under a year to provide additional enhanced liquidity.

## **PORTFOLIO CHARACTERISTICS**

	<u>September 30, 2019</u>	<u>December 31, 2019</u>
Total Assets	\$1,557,346,900.60	\$1,853,827,448.73
Market Value	\$1,550,705,225.56	\$1,848,747,198.94
Days to Maturity	350	331
Yield	2.46%	2.32%
Estimated Earnings	\$9,734,550.44	\$9,758,162.96

The Treasurer has 37.1% of the portfolio invested in maturities under one year, 43.6% invested in the 1-3-year maturity range and 0.60% invested in the 3-5-year 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  
December 31, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Money Market Accts - GC 53601(k)(2)</b>												
SYS11672	11672	BlackRock			0.00	0.00	0.00	0.337			0.337	
SYS12159	12159	DREYFUS AMT FREE TAX EXEMPT MM			7,192,834.88	7,192,834.88	7,192,834.88	1.075			1.075	
SYS11830	11830	Federated		07/01/2018	0.00	0.00	0.00	0.101	Aaa	AAA	0.101	
SYS11578	11578	Fidelity Investments			100,000.00	100,000.00	100,000.00	1.545	Aaa	AAA	1.545	
<b>Subtotal and Average</b>			<b>9,092,532.54</b>		<b>7,292,834.88</b>	<b>7,292,834.88</b>	<b>7,292,834.88</b>				<b>1.081</b>	
<b>State Pool - GC 16429.1</b>												
SYS11361	11361	LAIF			65,000,000.00	65,000,000.00	65,000,000.00	2.446			2.446	
<b>Subtotal and Average</b>			<b>62,228,260.87</b>		<b>65,000,000.00</b>	<b>65,000,000.00</b>	<b>65,000,000.00</b>				<b>2.446</b>	
<b>CALTRUST/CAMP - GC 53601(p)</b>												
SYS11801	11801	CalTrust			48,800,000.00	48,800,000.00	48,800,000.00	2.005	Aaa	AAA	2.005	
SYS11802	11802	CalTrust			1,000,000.00	1,000,000.00	1,000,000.00	1.525	Aaa	AAA	1.525	
SYS12296	11803	CalTrust		04/30/2019	20,000,000.00	20,000,000.00	20,000,000.00	1.715			1.715	
SYS12211	12211	CalTrust		07/03/2018	45,956,000.00	45,956,000.00	45,956,000.00	1.738			1.738	
SYS12219	12219	CalTrust		09/18/2018	329,159.88	329,159.88	329,159.88	1.718			1.718	
SYS10379	10379	Calif. Asset Mgmt			158,650,000.00	158,650,000.00	158,650,000.00	1.801		AAA	1.801	
SYS11961	11961	Calif. Asset Mgmt		07/01/2018	0.00	0.00	0.00	0.658		AAA	0.658	
<b>Subtotal and Average</b>			<b>264,943,511.26</b>		<b>274,735,159.88</b>	<b>274,735,159.88</b>	<b>274,735,159.88</b>				<b>1.819</b>	
<b>SWEEP ACCOUNT-MORG STNLY</b>												
SYS12041	12041	Morgan Stanley			6.96	6.96	6.96	927.131			927.131	
<b>Subtotal and Average</b>			<b>4.20</b>		<b>6.96</b>	<b>6.96</b>	<b>6.96</b>				<b>927.131</b>	
<b>SWEEP ACCOUNT - CUSTOM</b>												
SYS12138	12138	Morgan Stanley			49,446.99	49,446.99	49,446.99	1.519			1.519	
<b>Subtotal and Average</b>			<b>75,552.39</b>		<b>49,446.99</b>	<b>49,446.99</b>	<b>49,446.99</b>				<b>1.519</b>	
<b>Medium Term Notes - GC 53601(k)</b>												
88579YAX9	12247	MMM COMPANY		01/11/2019	250,000.00	243,483.81	243,483.81	2.250			3.123	03/15/2023
88579YBF7	12334	MMM COMPANY		11/27/2019	3,440,000.00	3,507,211.85	3,507,211.85	2.750	A1	AA-	1.825	03/01/2022
023135AM8	12301	Amazon		05/31/2019	4,500,000.00	4,569,196.56	4,569,196.56	3.300	A3	AA-	2.472	12/05/2021
023135AW6	12317	Amazon		09/03/2019	200,000.00	203,765.17	203,765.17	2.400	A3	AA-	1.936	02/22/2023
025816BM0	12156	American Express Credit		08/21/2017	250,000.00	249,883.75	249,883.75	2.500	A3	BBB+	2.519	08/01/2022

**Monterey County  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Medium Term Notes - GC 53601(k)</b>												
0258MOEB1	12323	American Express Credit		10/28/2019	4,000,000.00	4,019,289.21	4,019,289.21	2.250	A2	A-	1.863	05/05/2021
037833CQ1	12151	Apple Inc Corp Notes		08/17/2017	250,000.00	250,684.64	250,684.64	2.300	Aa1	AA+	2.177	05/11/2022
037833AR1	12268	Apple Inc Corp Notes		02/22/2019	3,825,000.00	3,832,149.47	3,832,149.47	2.850	Aa1	AA+	2.705	05/06/2021
037833CC2	12284	Apple Inc Corp Notes		04/09/2019	5,000,000.00	4,922,490.60	4,922,490.60	1.550	Aa1	AA+	2.559	08/04/2021
05531FAV5	12153	BB&T Corporation		08/21/2017	250,000.00	249,832.92	249,832.92	2.050	A2	A-	2.101	05/10/2021
05531FAZ6	12325	BB&T Corporation		11/19/2019	5,000,000.00	5,011,149.31	5,011,149.31	2.150	A2	A-	1.940	02/01/2021
06406HCZ0	12126	Bank of New York Mellon Corp		03/17/2017	10,000,000.00	9,985,700.00	10,000,566.60	2.150	A1	A	2.110	02/24/2020
06051GGE3	12202	Bank of America Corp		06/07/2018	250,000.00	247,525.10	247,525.10	3.124	A3	A-	3.477	01/20/2023
06051GFW4	12234	Bank of America Corp		12/14/2018	5,000,000.00	4,944,864.62	4,944,864.62	2.625	Baa1	BBB+	3.515	04/19/2021
06051GGY9	12332	Bank of America Corp		11/27/2019	5,000,000.00	5,035,761.34	5,035,761.34	2.738	A2	A-	2.379	01/23/2022
084664BT7	12182	Berkshire Hathaway Finance		03/12/2018	250,000.00	250,289.78	250,289.78	3.000	Aa2	AA	2.947	05/15/2022
084664BT7	12291	Berkshire Hathaway Finance		04/26/2019	8,625,000.00	8,721,042.95	8,721,042.95	3.000	Aa2	AA	2.509	05/15/2022
14913Q2E8	12183	CATERPILLAR FINL SERVC		03/12/2018	250,000.00	246,106.28	246,106.28	2.550	A3	A	3.129	11/29/2022
14912L6Y2	12189	CATERPILLAR FINL SERVC		04/02/2018	5,000,000.00	4,999,225.55	4,999,225.55	2.100	A3	A	2.738	01/10/2020
14913Q2G3	12276	CATERPILLAR FINL SERVC		03/15/2019	6,125,000.00	6,138,143.57	6,138,143.57	2.900	A3	A	2.716	03/15/2021
166764AY6	12208	Chevron Corp. Global		06/25/2018	2,155,000.00	2,145,788.60	2,145,788.60	2.419	Aa2	AA-	2.926	11/17/2020
17275RBD3	12150	Cisco Systems Inc Corp		08/17/2017	250,000.00	250,707.03	250,707.03	2.200	A1	AA-	1.946	02/28/2021
17275RBD3	12302	Cisco Systems Inc Corp		05/31/2019	5,000,000.00	4,985,524.52	4,985,524.52	2.200	A1	AA-	2.456	02/28/2021
172967LC3	12307	Citibank		06/07/2019	3,840,000.00	3,865,665.69	3,865,665.69	2.900	A3	BBB+	2.530	12/08/2021
172967GL9	12308	Citibank		07/12/2019	250,000.00	256,401.07	256,401.07	3.375	A3	BBB+	2.523	03/01/2023
172967KK6	12326	Citibank		11/19/2019	5,000,000.00	5,041,333.60	5,041,333.60	2.700	A3	BBB+	2.024	03/30/2021
191216BG4	12250	Coca- Cola Co		01/14/2019	5,000,000.00	4,985,347.76	4,985,347.76	2.450	A1	A+	2.812	11/01/2020
191216AV2	12288	Coca- Cola Co		04/09/2019	4,980,000.00	5,036,952.25	5,036,952.25	3.300	Aa3	A+	2.587	09/01/2021
254687FK7	12319	The Walt Disney Copr		09/06/2019	240,000.00	239,119.05	239,119.05	1.750			1.851	08/30/2024
369550AR9	12237	General Dynamics Corp		12/14/2018	10,000,000.00	10,089,020.84	10,089,020.84	3.875	A2	A+	3.266	07/15/2021
38145GAG5	12205	Goldman Sachs		06/07/2018	250,000.00	245,165.49	245,165.49	2.350	A3	BBB+	3.454	11/15/2021
437076AW2	12235	Home Depot Inc		12/14/2018	2,750,000.00	2,787,543.98	2,787,543.98	4.400	A2	A	3.256	04/01/2021
02665WBF7	12286	American Honda Finance		04/09/2019	5,000,000.00	4,923,381.86	4,923,381.86	1.650	A1	A+	2.688	07/12/2021
02665WCZ2	12318	American Honda Finance		09/03/2019	200,000.00	203,224.54	203,224.54	2.400			2.021	06/27/2024
02665WDF5	12333	American Honda Finance		11/27/2019	5,000,000.00	4,999,759.52	4,999,759.52	1.950	A2	A	1.952	05/20/2022
4581XODB1	12191	Inter-America Devel BK		04/19/2018	285,000.00	284,728.30	284,728.30	2.625	Aaa		2.687	04/19/2021
44932HAH6	12181	IBM Corp Notes		03/12/2018	250,000.00	248,446.65	248,446.65	3.000	A1	A+	3.218	02/06/2023
458140AZ3	12136	INTEL CORP		05/15/2017	10,000,000.00	9,954,100.00	10,002,102.23	1.850	A1	A+	1.790	05/11/2020
24422EUA5	12180	John Deere Capital Corp		03/12/2018	250,000.00	246,469.37	246,469.37	2.700	A2	A	3.209	01/06/2023
24422ETB5	12278	John Deere Capital Corp		03/22/2019	5,000,000.00	4,993,525.52	4,993,525.52	2.450	A2	A	2.641	09/11/2020

Portfolio INVT

AP

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Run Date: 01/08/2020 - 12:19

**Monterey County  
Portfolio Management  
Portfolio Details - Investments  
December 31, 2019**

CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Medium Term Notes - GC 53601(k)</b>												
46625HHU7	12157	JP Morgan Chase		08/21/2017	250,000.00	254,023.96	254,023.96	4.250	A3	A-	2.129	10/15/2020
46623EKG3	12324	JP Morgan Chase		11/13/2019	5,000,000.00	5,009,286.71	5,009,286.71	2.295	A2	A-	2.177	08/15/2021
46625HJD3	12329	JP Morgan Chase		11/18/2019	5,000,000.00	5,247,761.20	5,247,761.20	4.500	A2	A-	2.032	01/24/2022
46625HJD3	12341	JP Morgan Chase		12/17/2019	5,000,000.00	5,249,057.13	5,249,057.13	4.500	A2	A-	2.022	01/24/2022
57636QAB0	12282	MASTERCARD INC		04/04/2019	250,000.00	256,677.25	256,677.25	3.375	A2	A+	2.699	04/01/2024
58933Y AQ8	12316	MERCK & CO INC		09/03/2019	10,000,000.00	10,127,653.93	10,127,653.93	2.350	A1	AA	1.729	02/10/2022
594918BG8	12149	MICROSOFT CORP		08/17/2017	250,000.00	250,547.96	250,547.96	2.000	Aaa	AAA	1.730	11/03/2020
68389XBB0	12148	Oracle Corp		08/17/2017	250,000.00	251,471.25	251,471.25	2.500	A1	AA-	2.471	05/15/2022
742718EN5	12154	Procter & Gamble Co		08/21/2017	250,000.00	249,855.86	249,855.86	1.850	Aa3	AA-	1.905	02/02/2021
742718EN5	12253	Procter & Gamble Co		01/15/2019	3,475,000.00	3,442,755.63	3,442,755.63	1.850	Aa3	AA-	2.734	02/02/2021
713448DX3	12236	Pepsico Inc Corp Note		12/14/2018	3,800,000.00	3,744,818.76	3,744,818.76	2.000	A1	A+	3.177	04/15/2021
713448DX3	12249	Pepsico Inc Corp Note		01/14/2019	5,000,000.00	4,945,675.96	4,945,675.96	2.000	A1	A+	2.876	04/15/2021
717081ES8	12280	PFIZER INC		04/04/2019	250,000.00	252,522.62	252,522.62	2.950	A1	AA	2.692	03/15/2024
717081DR1	12303	PFIZER INC		06/04/2019	5,000,000.00	5,090,620.33	5,090,620.33	5.200	A1	AA	2.190	08/12/2020
717081DZ3	12315	PFIZER INC		09/03/2019	5,000,000.00	5,037,983.45	5,037,983.45	2.200	A1	AA	1.801	12/15/2021
808513AW5	12196	Charles Schwab Corp		05/22/2018	160,000.00	159,997.78	159,997.78	3.250	A2		3.251	05/21/2021
857477AS2	12158	State Street Corp		08/21/2017	250,000.00	251,031.72	251,031.72	2.550	A1	A	1.874	08/18/2020
857477AS2	12266	State Street Corp		02/19/2019	2,125,000.00	2,122,171.98	2,122,171.98	2.550	A1	A	2.767	08/18/2020
857477AV5	12267	State Street Corp		02/22/2019	8,723,000.00	8,609,580.89	8,609,580.89	1.950	A1	A	2.927	05/19/2021
857477AV5	12269	State Street Corp		02/22/2019	1,300,000.00	1,283,064.91	1,283,064.91	1.950	A1	A	2.929	05/19/2021
857477AV5	12304	State Street Corp		06/04/2019	5,000,000.00	4,976,795.32	4,976,795.32	1.950	A1	A	2.295	05/19/2021
89236TCQ6	12165	Toyota Motor Corporation		08/22/2017	250,000.00	253,394.75	253,394.75	2.800	Aa3	AA-	2.231	07/13/2022
89233P5T9	12231	Toyota Motor Corporation		12/07/2018	5,000,000.00	4,998,000.40	4,998,000.40	3.300	Aa3	AA-	3.320	01/12/2022
89236TEU5	12279	Toyota Motor Corporation		03/22/2019	5,000,000.00	5,021,323.08	5,021,323.08	2.950	Aa3	AA-	2.606	04/13/2021
89233P5F9	12311	Toyota Motor Corporation		07/18/2019	5,000,000.00	5,098,974.90	5,098,974.90	3.400	Aa3	AA-	2.204	09/15/2021
882508AY0	12298	Texas Instruments INC		05/30/2019	4,400,000.00	4,417,487.05	4,417,487.05	2.750	A1	A+	2.392	03/12/2021
911312BP0	12170	UNITED PARCEL SERVICE		11/14/2017	200,000.00	199,883.16	199,883.16	2.050	A1		2.099	04/01/2021
91159HHA1	12152	US BANCORP		08/17/2017	250,000.00	257,485.24	257,485.24	4.125	A1	A+	2.215	08/24/2021
91159HHL7	12300	US BANCORP		05/31/2019	4,287,000.00	4,280,936.26	4,280,936.26	2.350	A1	A+	2.484	01/29/2021
91159HHX1	12313	US BANCORP		08/06/2019	200,000.00	201,119.56	201,119.56	2.400			2.270	07/30/2024
91159HHC7	12322	US BANCORP		10/28/2019	3,500,000.00	3,580,678.55	3,580,678.55	3.000	A1	A+	1.888	03/15/2022
92826CAC6	12203	Visa Inc		06/07/2018	250,000.00	247,419.27	247,419.27	2.800	A1	A+	3.178	12/14/2022
931142EJ8	12223	Walmart Inc		10/31/2018	10,000,000.00	10,004,638.24	10,004,638.24	3.125	Aa2	AA	3.091	06/23/2021
<b>Subtotal and Average</b>			<b>219,455,606.31</b>		<b>237,835,000.00</b>	<b>238,784,697.18</b>	<b>238,847,566.01</b>				<b>2.476</b>	

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**Monterey County  
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Negotiable CDs - GC 53601(i)</b>												
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
867914BM4	12340	SUNTRUST BANKS INC		12/16/2019	5,000,000.00	5,060,875.95	5,060,875.95	2.700	A3	A-	2.072	01/27/2022
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
<b>Subtotal and Average</b>			<b>29,380,245.47</b>		<b>33,500,000.00</b>	<b>33,463,675.95</b>	<b>33,560,875.95</b>				<b>2.473</b>	
<b>Commercial Paper Disc.- GC 53601(h)</b>												
09659BHB9	12327	BNP Paribas NY		11/18/2019	10,000,000.00	9,886,022.22	9,886,022.22	1.840	P-1	A-1	1.889	08/11/2020
09659BDL1	12321	BNP Paribas Securities Corp		10/22/2019	16,050,000.00	15,957,311.25	15,957,311.25	1.890	P-1	A-1	1.908	04/20/2020
22533TGF7	12328	Credit Agricole CIB NY		11/18/2019	25,000,000.00	24,750,916.67	24,750,916.67	1.830	P-1	A-1	1.875	07/15/2020
62479LF34	12338	MUFG Banl LTD/NY		12/06/2019	25,000,000.00	24,800,013.89	24,800,013.89	1.870	P-1	A-1	1.888	06/03/2020
<b>Subtotal and Average</b>			<b>53,734,793.44</b>		<b>76,050,000.00</b>	<b>75,394,264.03</b>	<b>75,394,264.03</b>				<b>1.888</b>	
<b>Fed Agcy Coupon Sec - GC 53601(f)</b>												
313383HU8	12144A	Federal Home Loan Bank		08/16/2017	450,000.00	450,415.73	450,415.73	1.750	Aaa	AA+	1.538	06/12/2020
3130AF5B9	12222	Federal Home Loan Bank		10/12/2018	10,000,000.00	9,998,219.44	9,998,219.44	3.000			3.011	10/12/2021
3130AEWA4	12243	Federal Home Loan Bank		01/03/2019	10,000,000.00	10,004,471.34	10,004,471.34	2.625	Aaa	AA+	2.563	10/01/2020
3130AFW94	12264	Federal Home Loan Bank		02/15/2019	370,000.00	368,920.40	368,920.40	2.500			2.576	02/13/2024
3137EAE19	12242	Federal Home Loan Mtg Corp		01/03/2019	10,000,000.00	9,982,695.94	9,982,695.94	2.375	Aaa	AA+	2.533	02/16/2021
3135G0T29	12123	Federal National Mtg Assn		02/28/2017	12,600,000.00	12,469,212.00	12,599,574.40	1.500	Aaa	AA+	1.522	02/28/2020
3135G0V34	12263	Federal National Mtg Assn		02/08/2019	335,000.00	333,977.80	333,977.80	2.500			2.580	02/05/2024
<b>Subtotal and Average</b>			<b>53,519,555.75</b>		<b>43,755,000.00</b>	<b>43,607,912.65</b>	<b>43,738,275.05</b>				<b>2.348</b>	
<b>US Treasury Note-GC 53601(b)</b>												
912828H52	12116A	U.S. Treasury		12/21/2016	12,400,000.00	12,235,824.00	12,396,571.85	1.250	Aaa		1.596	01/31/2020
912828H86	12160	U.S. Treasury		08/18/2017	2,000,000.00	1,991,266.57	1,991,266.57	1.500	Aaa		1.719	01/31/2022
912828T67	12161	U.S. Treasury		08/18/2017	2,000,000.00	1,984,677.83	1,984,677.83	1.250	Aaa	AA+	1.685	10/31/2021
912828Q78	12162	U.S. Treasury		08/18/2017	2,000,000.00	1,994,026.13	1,994,026.13	1.375	Aaa		1.607	04/30/2021
912828L99	12163A	U.S. Treasury		08/18/2017	1,750,000.00	1,747,992.92	1,747,992.92	1.375	Aaa		1.517	10/31/2020
912828P4	12179	U.S. Treasury		03/12/2018	1,250,000.00	1,227,518.76	1,227,518.76	1.875	Aaa		2.617	07/31/2022
912828K58	12210	U.S. Treasury		06/29/2018	22,400,000.00	22,319,098.36	22,319,098.36	1.375	Aaa	AA+	2.506	04/30/2020
912828XH8	12216	U.S. Treasury		07/31/2018	10,000,000.00	9,950,305.80	9,950,305.80	1.625	Aaa		2.660	06/30/2020
912828Z22	12217	U.S. Treasury		09/14/2018	5,375,000.00	5,328,577.14	5,328,577.14	1.625			2.760	10/15/2020
912828A83	12220	U.S. Treasury		10/01/2018	21,000,000.00	20,906,387.58	20,906,387.58	2.375	Aaa		2.838	12/31/2020

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**Monterey County  
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>US Treasury Note-GC 53601(b)</b>												
912828V31	12221	U.S. Treasury		10/01/2018	22,000,000.00	21,989,016.06	21,989,016.06	1.375	Aaa		2.710	01/15/2020
9128284B3	12224	U.S. Treasury		10/31/2018	10,100,000.00	10,043,600.26	10,043,600.26	2.375	Aaa		2.858	03/15/2021
912828B58	12225	U.S. Treasury		10/31/2018	20,000,000.00	19,846,628.19	19,846,628.19	2.125	Aaa		2.861	01/31/2021
9128284D9	12226	U.S. Treasury		11/07/2018	850,000.00	836,737.68	836,737.68	2.500	Aaa		3.017	03/31/2023
912828P79	12227A	U.S. Treasury		11/07/2018	540,000.00	515,797.00	515,797.00	1.500	Aaa		3.022	02/28/2023
912828F21	12228	U.S. Treasury		11/30/2018	20,330,000.00	20,089,641.64	20,089,641.64	2.125	Aaa		2.834	09/30/2021
912828WV6	12229	U.S. Treasury		11/30/2018	15,160,000.00	14,990,648.65	14,990,648.65	2.000	Aaa	AA+	2.824	05/31/2021
9128284W7	12230	U.S. Treasury		11/30/2018	15,000,000.00	14,980,358.95	14,980,358.95	2.750	Aaa		2.834	08/15/2021
912828XM7	12233	U.S. Treasury		12/14/2018	20,000,000.00	19,869,170.17	19,869,170.17	1.625	Aaa		2.784	07/31/2020
912828B90	12239	U.S. Treasury		12/14/2018	20,000,000.00	19,827,191.76	19,827,191.76	2.000	Aaa		2.772	02/28/2021
912828Q37	12240	U.S. Treasury		12/14/2018	19,600,000.00	19,248,730.70	19,248,730.70	1.250	Aaa	AA+	2.744	03/31/2021
912828Q2	12241	U.S. Treasury		12/18/2018	25,550,000.00	25,363,819.79	25,363,819.79	1.500	Aaa	AA+	2.705	08/15/2020
912828G3	12244	U.S. Treasury		01/08/2019	11,240,000.00	11,164,073.32	11,164,073.32	1.750	Aaa		2.547	11/15/2020
912828T91	12245	U.S. Treasury		01/11/2019	500,000.00	483,300.14	483,300.14	1.625	Aaa		2.557	10/31/2023
912828VB3	12246	U.S. Treasury		01/11/2019	785,000.00	764,963.70	764,963.70	1.750	Aaa		2.555	05/15/2023
912828WC0	12248	U.S. Treasury		01/14/2019	20,200,000.00	20,066,898.63	20,066,898.63	1.750	Aaa		2.566	10/31/2020
912828R7	12251	U.S. Treasury		01/15/2019	21,750,000.00	21,794,998.18	21,794,998.18	2.625	Aaa		2.514	12/15/2021
912828Q1	12252A	U.S. Treasury		01/15/2019	10,000,000.00	9,944,564.38	9,944,564.38	2.000			2.550	01/15/2021
912828L2	12254	U.S. Treasury		01/31/2019	25,250,000.00	25,086,944.39	25,086,944.39	1.875	Aaa		2.572	12/15/2020
912828VJ6	12255	U.S. Treasury		01/31/2019	21,100,000.00	21,030,612.28	21,030,612.28	1.875	Aaa	AA+	2.553	06/30/2020
912828X96	12256	U.S. Treasury		01/31/2019	25,300,000.00	25,203,768.74	25,203,768.74	1.500			2.551	05/15/2020
912828Z2	12257	U.S. Treasury		01/31/2019	25,300,000.00	25,120,910.11	25,120,910.11	1.625			2.549	10/15/2020
912828L65	12258	U.S. Treasury		01/31/2019	25,500,000.00	25,282,184.77	25,282,184.77	1.375	Aaa	AA+	2.551	09/30/2020
9128284B3	12259	U.S. Treasury		01/31/2019	25,000,000.00	24,958,458.24	24,958,458.24	2.375	Aaa		2.517	03/15/2021
912828V23	12260A	U.S. Treasury		01/31/2019	625,000.00	617,771.80	617,771.80	2.250	Aaa		2.560	12/31/2023
912828U57	12261	U.S. Treasury		02/08/2019	500,000.00	493,165.51	493,165.51	2.125	Aaa		2.498	11/30/2023
912828P38	12262	U.S. Treasury		02/08/2019	700,000.00	684,849.15	684,849.15	1.750	Aaa		2.492	01/31/2023
9128284G2	12265	U.S. Treasury		02/19/2019	17,785,000.00	17,753,012.52	17,753,012.52	2.375	Aaa		2.519	04/15/2021
912828B90	12270	U.S. Treasury		02/26/2019	29,000,000.00	28,832,251.02	28,832,251.02	2.000	Aaa		2.514	02/28/2021
912828C57	12271	U.S. Treasury		02/27/2019	10,000,000.00	9,971,115.25	9,971,115.25	2.250	Aaa		2.489	03/31/2021
912828G0	12274	U.S. Treasury		03/07/2019	400,000.00	397,168.27	397,168.27	2.375	Aaa		0.000	02/29/2024
912828WG1	12277	U.S. Treasury		03/18/2019	10,000,000.00	9,974,788.54	9,974,788.54	2.250	Aaa		2.445	04/30/2021
912828Q78	12283	U.S. Treasury		04/05/2019	10,000,000.00	9,876,705.11	9,876,705.11	1.375	Aaa		2.332	04/30/2021
912828QN3	12285	U.S. Treasury		04/09/2019	24,600,000.00	24,850,570.40	24,850,570.40	3.125	Aaa		2.357	05/15/2021
912828J84	12287	U.S. Treasury		04/09/2019	20,000,000.00	19,949,185.92	19,949,185.92	1.375	Aaa		2.401	03/31/2020

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**Monterey County  
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>US Treasury Note-GC 53601(b)</b>												
912828Q2	12289	U.S. Treasury		04/15/2019	17,675,000.00	17,574,154.82	17,574,154.82	1.500	Aaa	AA+	2.437	08/15/2020
912828VP2	12290	U.S. Treasury		04/23/2019	10,000,000.00	9,976,135.75	9,976,135.75	2.000	Aaa	AA+	2.419	07/31/2020
912828K58	12292	U.S. Treasury		04/26/2019	25,000,000.00	24,916,701.86	24,916,701.86	1.375	Aaa	AA+	2.410	04/30/2020
912828VP2	12293	U.S. Treasury		04/26/2019	25,000,000.00	24,947,570.01	24,947,570.01	2.000	Aaa	AA+	2.368	07/31/2020
912828VJ6	12294	U.S. Treasury		04/26/2019	25,000,000.00	24,937,253.03	24,937,253.03	1.875	Aaa	AA+	2.391	06/30/2020
912828L65	12295	U.S. Treasury		04/26/2019	25,300,000.00	25,117,381.50	25,117,381.50	1.375	Aaa	AA+	2.365	09/30/2020
912828VJ6	12296	U.S. Treasury		05/10/2019	10,000,000.00	9,975,923.64	9,975,923.64	1.875	Aaa	AA+	2.370	06/30/2020
912828WN6	12297	U.S. Treasury		05/17/2019	20,000,000.00	19,934,526.01	19,934,526.01	2.000	Aaa	AA+	2.238	05/31/2021
912828W22	12299	U.S. Treasury		05/31/2019	6,035,000.00	6,027,737.33	6,027,737.33	1.375	Aaa	AA+	2.367	02/15/2020
912828WJ5	12305	U.S. Treasury		06/06/2019	500,000.00	511,950.66	511,950.66	2.500	Aaa	AA+	1.924	05/15/2024
912828XD7	12306	U.S. Treasury		06/06/2019	500,000.00	500,063.15	500,063.15	1.875	Aaa	AA+	1.870	05/31/2022
912828S35	12309	U.S. Treasury		07/12/2019	750,000.00	738,932.21	738,932.21	1.375	Aaa	AA+	1.815	06/30/2023
912828S27	12310	U.S. Treasury		07/17/2019	20,000,000.00	19,784,329.04	19,784,329.04	1.125	Aaa	AA+	1.863	06/30/2021
912828S76	12312	U.S. Treasury		07/19/2019	20,000,000.00	19,774,912.73	19,774,912.73	1.125	Aaa	AA+	1.855	07/31/2021
912828T34	12314	U.S. Treasury		09/03/2019	30,000,000.00	29,788,920.27	29,788,920.27	1.125	Aaa	AA+	1.536	09/30/2021
912828Q29	12320	U.S. Treasury		09/06/2019	950,000.00	954,762.23	954,762.23	1.500	Aaa	AA+	1.341	03/31/2023
912828T67	12330	U.S. Treasury		11/18/2019	40,350,000.00	40,079,360.46	40,079,360.46	1.250	Aaa	AA+	1.624	10/31/2021
912828YM6	12331	U.S. Treasury		11/19/2019	170,000.00	168,684.01	168,684.01	1.500	Aaa	AA+	1.668	10/31/2024
912828U81	12335	U.S. Treasury		11/27/2019	25,000,000.00	25,192,899.82	25,192,899.82	2.000	Aaa	AA+	1.605	12/31/2021
912828S27	12336	U.S. Treasury		11/27/2019	25,000,000.00	24,811,864.65	24,811,864.65	1.125	Aaa	AA+	1.636	06/30/2021
912828RR3	12337	U.S. Treasury		11/27/2019	25,800,000.00	25,989,833.19	25,989,833.19	2.000	Aaa	AA+	1.599	11/15/2021
912828F6	12339	U.S. Treasury		12/16/2019	9,575,000.00	9,491,909.26	9,491,909.26	1.125	Aaa	AA+	1.656	08/31/2021
9128287A2	12342	U.S. Treasury		12/19/2019	25,000,000.00	24,985,692.22	24,985,692.22	1.625	Aaa	AA+	1.663	06/30/2021
912828Q37	12343	U.S. Treasury		12/19/2019	25,000,000.00	24,878,472.22	24,878,472.22	1.250	Aaa	AA+	1.645	03/31/2021
912828M98	12344	U.S. Treasury		12/19/2019	25,000,000.00	24,998,120.05	24,998,120.05	1.625	Aaa	AA+	1.633	11/30/2020
912828YT1	12345	U.S. Treasury		12/19/2019	24,900,000.00	24,838,886.59	24,838,886.59	1.500	Aaa	AA+	1.608	11/30/2021
<b>Subtotal and Average</b>			<b>925,223,562.33</b>		<b>1,067,345,000.00</b>	<b>1,062,486,253.02</b>	<b>1,062,647,000.87</b>				<b>2.287</b>	
<b>Supranationals</b>												
4581X0CX4	12201	Inter-America Devel BK		05/31/2018	12,975,000.00	12,933,052.44	12,933,052.44	1.625	Aaa	AAA	2.541	05/12/2020
459058GA5	12195	INTL BK RECON & DEVELP		04/30/2018	15,000,000.00	14,897,646.33	14,897,646.33	1.626	Aaa	AAA	2.675	09/04/2020
459058FA6	12199	INTL BK RECON & DEVELP		05/25/2018	10,000,000.00	9,970,837.44	9,970,837.44	1.376	Aaa	AAA	2.591	03/30/2020
<b>Subtotal and Average</b>			<b>43,943,175.66</b>		<b>37,975,000.00</b>	<b>37,801,536.21</b>	<b>37,801,536.21</b>				<b>2.607</b>	

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Consent Item I

## Monterey County Portfolio Management Portfolio Details - Investments December 31, 2019

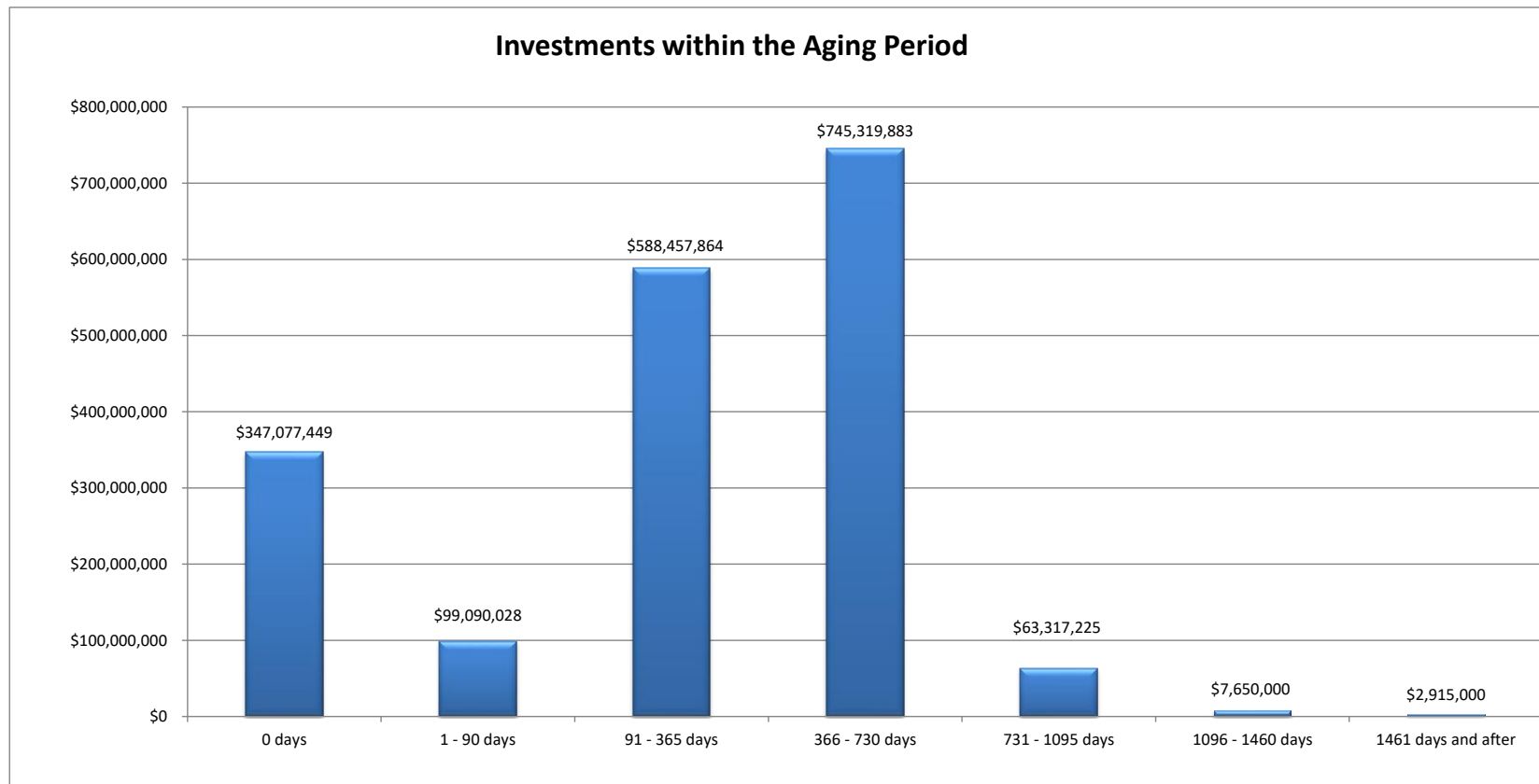
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CUSIP	Investment #	Issuer	Average Balance	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Moody's	S&P	YTM	Maturity Date
<b>Asset Backed Security(GNMA/CMO)</b>												
05522RCW6	12206	BACCT 2017		06/13/2018	10,000,000.00	9,841,406.25	9,841,406.25	1.950	Aaa		2.896	08/15/2022
<b>Subtotal and Average</b>			<b>9,841,406.25</b>		<b>10,000,000.00</b>	<b>9,841,406.25</b>	<b>9,841,406.25</b>				<b>2.896</b>	
<b>Municipal Bonds</b>												
13063DGA0	12192	California TXBL		04/25/2018	290,000.00	290,004.94	290,004.94	2.800	Aa3	AA-	2.799	04/01/2021
<b>Subtotal and Average</b>			<b>290,005.43</b>		<b>290,000.00</b>	<b>290,004.94</b>	<b>290,004.94</b>				<b>2.799</b>	
<b>Total and Average</b>			<b>1,671,728,211.91</b>		<b>1,853,827,448.71</b>	<b>1,848,747,198.94</b>	<b>1,849,198,378.02</b>				<b>2.241</b>	



**Exhibit C**  
**Monterey County**  
**Aging Report**  
**By Maturity Date**  
**As of January 1, 2020**

				Maturity Par Value	Percent of Portfolio	Current Book Value	Current Market Value
Aging Interval:	0 days	( 01/01/2020 - 01/01/2020 )	14 Maturities	347,077,448.71	18.72%	347,077,448.71	347,077,448.71
Aging Interval:	1 - 90 days	( 01/02/2020 - 03/31/2020 )	8 Maturities	99,090,027.98	5.35%	97,932,715.15	97,626,738.30
Aging Interval:	91 - 365 days	( 04/01/2020 - 12/31/2020 )	40 Maturities	588,457,864.18	31.74%	582,658,994.59	582,513,792.36
Aging Interval:	366 - 730 days	( 01/01/2021 - 12/31/2021 )	71 Maturities	745,319,882.79	40.20%	739,222,177.55	739,222,177.55
Aging Interval:	731 - 1095 days	( 01/02/2022 - 12/31/2022 )	21 Maturities	63,317,225.07	3.42%	71,837,307.27	71,837,307.27
Aging Interval:	1096 - 1460 days	( 01/01/2023 - 12/31/2023 )	15 Maturities	7,650,000.00	0.41%	7,536,370.59	7,536,370.59
Aging Interval:	1461 days and after	( 01/01/2024 - )	10 Maturities	2,915,000.00	0.16%	2,933,364.16	2,933,364.16
Total for 179 Investments				1,853,827,448.73	100.00	1,849,198,378.02	1,848,747,198.94



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

**SUBJECT:** E-Waste Surplus Equipment from Pacific Grove High School

**DATE:** February 13, 2020

**PERSON(S) RESPONSIBLE:** Jonathan Mejia, Technology Systems Coordinator

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the attached list of surplus e-waste equipment from Pacific Grove High School.

**BACKGROUND:**

The attached list is comprised of mostly obsolete equipment. This is in line with our approach in keeping track of the District's inventory as well as in compliance with Board Policy 3270, Regulation 3270 and EC 39521. This equipment includes nonfunctioning projectors, and older monitors we can no longer use as these devices are no longer coming with VGA ports and the monitors do not have HDMI ports.

**INFORMATION:**

In our efforts to maintain an accurate inventory we are seeking board approval to e-waste these items which do not exceed a value of \$500.00.

**FISCAL IMPACT:**

None.

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Epson LCD Projector	Outdated <i>broken</i>	no	12/11/2007	classroom	T19806	EMP-83/JXJF79E964L
Epson LCD Projector	Outdated "	no	11/4/2008	classroom	T20039	EMP-83/KM3F897812L
Epson LCD Projector	Outdated "	no	5/18/2012	classroom	T19889	EMP-83/KM3F823069L
Epson LCD Projector	Outdated "	no	1/23/2013	classroom	T900125	EMP-83/PSCF2Y1497L
Epson LCD Projector	Outdated "	no	12/16/2009	classroom	T90142	
Epson LCD Projector	Outdated "	no	5/7/2009	classroom	T90065	EMP-83/KM3F932899L
Epson PowerLite Projector	Outdated "	no	3/19/2013	classroom	T900218	PSCK2Y01164
Vivitek Projector	Outdated "	no	4/27/2017	library	T902051	WDW33217090016
Dell Computer Monitor	Outdated "	yes	1/7/2004	classroom	T907687	E773s/MX-OY1352-47605-41D- BKBS
Dell Flat Panel Monitor	Broken	no	8/2/2019	office	T906926	CNOVJT1PTV10092JOBVL
Keyboards (66)	Not needed - old	yes		library/classrooms		N/A
Dell monitor	Outdated	yes	6/6/2007	library/classrooms	T19732	CN0UH837482207710090
Dell monitor	Outdated	yes	1/11/2007	library/classrooms	T19567	CN0KU7897161872MA843
Dell monitor	Outdated	yes	3/14/2012	library/classrooms	T90798	CN0UH8524822085806F3
Dell monitor	Outdated	yes	1/11/2007	library/classrooms	T19566	CN0KU7897161872MA868
Dell monitor	Outdated	yes	1/11/2007	library/classrooms	T19565	CN0KU7897161872MA838
Dell monitor	Outdated	yes	2/27/2013	library/classrooms	900210	CN0VHPX3744452AH441L
Dell monitor	Outdated	yes	2/27/2013	library/classrooms	T900223	CN0UH8524822075M041W
Dell monitor	Outdated	yes	1/17/2007	library/classrooms	<del>T19424</del> T19389	CN0CC2807161871LAEBL

Dell monitor	Outdated	yes	1/31/2008	library/classrooms	T19834	CN0FP816466337O7R2U
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T90848	CN0VHPX3744452AH419L
Dell monitor	Outdated	yes	1/12/2011	library/classrooms	T90656	CN0F71704760651QAXUA
Dell monitor	Outdated	yes	10/10/2007	library/classrooms	T19712	CN0PM3727287277S0TKS
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T90853	cn0vhp3744452ah718l
Dell monitor	Outdated	yes	5/23/2007	library/classrooms	T19512	cn0uh5724663373b2krm
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T90867	cn0vhp3744452ah443l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T90861	cn0vhp3744452ah499l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T900233	cn0vhp3744452ah373l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T900215	cn0vhp3744452ah431l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	<del>T900215</del> T19833	cn0fp8167426185619l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T900233	cn0vhp3744452ah503l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T90855	cn0vhp3744452ah429l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T900221	cn0vhp3744452ah427l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T90873	cn0vhp3744452ah476l
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T900237	cn0vhp3744452ah412l
Dell monitor	Outdated	yes	3/13/2008	library/classrooms	T19853	cn0ku789716187c9eaq8
Dell monitor	Outdated	yes	1/10/2013	library/classrooms	T90854	cn0vhp3744452ah720l
Dell monitor	Outdated	yes	5/25/2007	library/classrooms	T19521	cn0uh5724663373b219m
Dell monitor	Outdated	yes	10/10/2007	library/classrooms	T19734	cn0pm3727287277s0n2s
Dell monitor	Outdated	yes	10/10/2007	library/classrooms	T19717	cn0pm3727287277s0n0s
Dell monitor	Outdated	yes	1/22/2013	library/classrooms	T900236	cn0vhp3744452ah432l
Dell monitor	Outdated	yes	5/25/2007	library/classrooms	T19517	cn0uh5724663373b217m
Dell monitor	Outdated	yes	1/11/2007	library/classrooms	T19571	cn0ku7897161872ma861
Dell monitor	Outdated	yes	1/11/2007	library/classrooms	T19570	cn0ku7897161872ma832

Pacific Grove Unified School District School/Site \_\_\_\_\_ Page \_\_\_\_ of \_\_\_\_

EQUIPMENT TO BE DISCARDED

Raidona Johnson

PRINT NAME OF PERSON COMPLETING FORM ADMINISTRATOR'S SIGNATURE DATE

1/30/2020

\*\*\* Do not write below this line\*\*\*

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Officer Approval	Board Approval
<i>RL</i>	<i>JR</i>	<i>Matthew</i>	<i>2/4/2020</i>	

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

**SUBJECT:** Contract for Services with Graide Network at Pacific Grove Middle School

**DATE:** February 13, 2020

**PERSON(S) RESPONSIBLE:** Jason Tovani, Assistant Principal, Pacific Grove Middle School

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### **RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Graide Network at Pacific Grove Middle School for grading and feedback services for the English Language Arts Department.

### **BACKGROUND:**

Pacific Grove Middle School English Language Arts teachers want to give their students high quality feedback on their writing. This takes significant time and effort, and therefore delays the feedback loop. Students typically wait one to two weeks to receive feedback on formal writing assignments (essays). Graide Network is a resource that allows teachers to upload essays to receive feedback from trained readers within a few days, thus accelerating the feedback cycle and allowing students to identify and correct their mistakes more quickly. The feedback provided by Graide Network also provides a model of high quality feedback that teachers can use as a basis for their own practice, and as the basis for calibration of their analysis of student writing across the department. Teachers using Graide Network still provide feedback and grade the papers, but they get help with the feedback process on initial drafts of the essays. The cost includes feedback on up to three essays for 455 students from all grade levels 6-8, between February, 2020, and January, 2021.

### **INFORMATION:**

All Pacific Grove Middle School English Language Arts teachers will select up to three essays to send to Graide Network for quick and comprehensive feedback, using rubrics they provide. Responding to feedback is a topic Pacific Grove High School teachers have indicated is an area of need for 9<sup>th</sup> grade students. To that end, teachers will build lessons around the meaning of the feedback comments and how to use the feedback to improve the quality of their writing. Summary reports (by student and/or class) provided by Graide Network will be used as the basis for future professional development in this area, as well as for teacher collaboration and data analysis at the middle school. Final feedback and grades on submitted papers will be provided by the teachers, not by Graide Network. Through use of Graide Network, middle school teachers hope to build their capacity to provide comprehensive, calibrated feedback consistently across all grade levels and classes.

### **FISCAL IMPACT:**

Fund 21: Measure A Tech Bond for \$3,640. Previously Board approved, January, 2020, Line #34.



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

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

**1. Scope of Service:**

To provide : Scoring and feedback support for classroom writing assignments per  
Quote 1367, dated 12/10/2019

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

Students improve writing skills and assist teachers with scoring and feedback

**3. Length of the Contract:**

Service is to be provided on the following date(s):  
February 1, 2020 through December 31, 2020

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$3,640.00 lump sum payable upon receipt of invoice (\$ per hr/day/other)

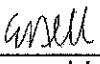
For a month(hours/days/other)

School Funding Source: Measure A Educational Technology Bond

Account Code: 21-9014-0-0000-8500-5800-00-000-2017-0720

Consultant (Please print) The Graide Network

Address 641 W. Lake St., Ste. 200, Chicago, IL 60661 Phone:( 312 967 4084

Signed  Date 1/23/2020  
Email liz@thegraidenetwork.com

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

**SUBJECT:** Contract for Services with Richard Enriquez for Bus Driver Training

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Richard Enriquez for bus driver training for the remainder of 2019-2020 school year.

**BACKGROUND:**

The District provides on-going instruction and training for school bus drivers. Mr. Enriquez provides these professional services for our employees, as required by law.

**INFORMATION:**

Richard Enriquez will provide instruction and training in the safe operation of school buses to District school bus drivers for the remainder of the 2019-2020 school year. In addition, he will support the compliance of the District's fleet managing 45-day inspection and CHP inspection.

**FISCAL IMPACT:**

Fund 1 General Fund – Transportation Not-To-Exceed \$2,000.00 for the remainder of the 2019-2020 school year.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Item L

435 Hillcrest Avenue

Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

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

RICHARD ENRIQUEZ for services rendered as specified below.

1. **Scope of Service:**

To provide: Bus driver in-service, behind the wheel training, and documentation as required by the California Highway Patrol and Department of Education.

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

Training for school bus drivers as required every year by law

3. **Length of the Contract:**

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

July 1, 2019 through June 30, 2020 as needed

4. **Financial Consideration:**

Consultant to be paid at the rate of:

\$75/hour

Not to exceed the sum of \$2,000.

School Funding Source: 01-0000-0-0000-3600-5800-00-000-7900-0720

Consultant \_\_\_\_\_

Address \_\_\_\_\_

Signed \_\_\_\_\_

Date \_\_\_\_\_

☒ District Employee

☒ Independent Consultant \*

Signed \_\_\_\_\_

Date \_\_\_\_\_

Site/Program Administrator – (Check appropriate box below)

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

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

Signed \_\_\_\_\_

Date \_\_\_\_\_

Director of Human Resources

Signed \_\_\_\_\_

Date \_\_\_\_\_

Assistant Superintendent

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

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

## Contract for Services Criteria

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

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

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District/Site Administrator

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Date

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

**SUBJECT:** Contract for Services with Emma Bartlett at PGHS

**DATE:** January 22, 2020

**PERSON(S) RESPONSIBLE:** Matt Bell, Principal PGHS

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Emma Bartlett at Pacific Grove High School for drumline instruction with PGHS drumline students. She will provide the instruction for the remainder of the 2019-2020 school year at PGHS.

**BACKGROUND:**

This is a new service. This contract is for the remainder 2019-2020 school year. The funding source for this contract is the PGHS Donations account with monies deposited from Boosters to Theresa Hruby for the purpose of paying for drumline instructional services.

**INFORMATION:**

This contract is for drumline instruction that Emma Bartlett will provide to our PGHS drumline students for the remainder of the 2019-2020 school year at PGHS.

**FISCAL IMPACT:**

The service will cost a flat rate of \$1000. The monies will come out of the Wells Fargo ASB Account/ PGHS Orchestra.

**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 Emma Bartlett for services rendered as specified below.

1. **Scope of Service:**  
 To provide: Drumline instruction to PGHS drumline students.
2. **Evaluation and/or expected outcome(s)**(continue on attached page if needed):  
PGHS drumline students will learn and improve drumline techniques based on Ms. Bartlett's instruction.
3. **Length of the Contract:**  
 Service is to be provided on the following date(s):  
Instruction is to be provided for the remainder of the 2019/2020 school year.
4. **Financial Consideration:**  
 Consultant to be paid at the rate of:  
\$1000 flat rate (\$ per hr/day/other)  
 for remainder of 2019/2020 school year hours may vary (hours/days/other)  
 School Funding Source: Wells Fargo ASB Account/ PGHS Orchestra  
 Account Code: 8994873977/855

Consultant (Please print) Emma Bartlett

Address 509 18<sup>th</sup> street, PG 93950 Phone 917-676-0367

Signed Per Bartlett Date 1/29/2020 Email Emma@EmmaBartlett.com

☐ District Employee ☒ Independent Consultant

Signed [Signature] Date 1/27/2020  
 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

## 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

01/27/2020  
Date



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

**SUBJECT:** Contract for Services with Rachel Hunter at PGHS

**DATE:** January 22, 2020

**PERSON(S) RESPONSIBLE:** Matt Bell, Principal PGHS

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Rachel Hunter at Pacific Grove High School for flag team instruction with PGHS flag team students. She will provide the instruction for the remainder of the 2019-2020 school year at PGHS.

**BACKGROUND:**

This is a new service. This contract is for the remainder 2019-2020 school year. The funding source for this contract is the PGHS Donations account with monies deposited from Boosters to Theresa Hruby for the purpose of paying for flag team instructional services.

**INFORMATION:**

This contract is for flag team instruction that Rachel Hunter will provide to our PGHS flag team students for the remainder of the 2019-2020 school year at PGHS.

**FISCAL IMPACT:**

The service will cost a flat rate of \$1000. The monies will come out of the Wells Fargo ASB Account/ PGHS Orchestra.

**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 Rachel Hunter for services rendered as specified below.

**1. Scope of Service:**

To provide: Flag team instruction to PGHS drumline students.

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

PGHS flag team students will learn and improve flag team techniques based on Ms. Hunter's instruction.

**3. Length of the Contract:**

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

Instruction is to be provided for the remainder of the 2019/2020 school year.

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$1000 flat rate (\$ per hr/day/other)

for remainder of 2019/202 school year hours may vary (hours/days/other)

School Funding Source: Wells Fargo ASB Account/ PGHS Orchestra

Account Code: 8994873977/855

Consultant (Please print) \_\_\_\_\_

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

\_\_\_\_\_  
District/Site Administrator

\_\_\_\_\_  
Date

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

**SUBJECT:** Contract for Services with Casey Printing at Pacific Grove Adult School

**DATE:** February 13, 2020

**PERSON(S) RESPONSIBLE:** Barbara Martinez, Principal, Pacific Grove Adult School and  
Eric Saavedra, Adult School Coordinator, Pacific Grove Adult School

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### **RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for service with Casey Printing to provide printing and delivery of the Spring 2020 Adult School brochure to community members.

### **BACKGROUND:**

Pacific Grove Adult School distributes brochures to Pacific Grove and surrounding communities four times yearly – fall, winter, spring, and summer. For the past six years the Adult School has contracted with Casey Printing for brochure production and distribution, using the current “accordion” layout and format.

School leadership seeks to move to another layout and format – the “booklet” style. This format gives the school’s brochure production team flexibility of designing and adding new content without raising production costs. The style is also easier to follow and read for our customers.

### **INFORMATION:**

Pacific Grove Adult School requests to extend contract services with Casey Printing to print and deliver Spring 2020 brochures in the current, accordion style format.

The Adult School Coordinator requested and received bid proposals from three printing companies for the “booklet” style. However, due to the change in format style, school staff would need to learn new template design and software. Given the time frame to learn the new brochure design and to produce the final draft, the staff would not meet production deadlines for Spring 2020 semester brochure. The Adult School would like to postpone contract of services for the “booklet” style until the Summer 2020 semester and following school year.

### **FISCAL IMPACT:**

The fiscal impact to Fund 11 is \$4,152.00. This item has been budgeted from Fund 11 for the 2019-20 school year.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

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

**CONTRACT FOR SERVICES**

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

Casey Printing for services rendered as specified below.

**1. Scope of Service:**

To provide : Print and deliver brochures to USPS and Adult School Office for the Spring 2020 session

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

To provide printing and delivery of brochures.

**3. Length of the Contract:**

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

February 14 thru March 23

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$4152.00 (\$ per hr/day/other)

For Spring (hours/days/other)

School Funding Source: Adult School Block Grant Fund 11

Account Code: 11-6391-0-4110-2700-5800-00-008-7200-0000

Consultant (Please print) Click or tap here to enter text.

Address Click or tap here to enter text. Phone: Click or tap here to enter text

Signed \_\_\_\_\_ Date Click or tap to enter a date.

Email Click or tap here to enter text.

☐

District Employee

☒

Independent Consultant

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

Site/Program Administrator (Check appropriate box below)

☐

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

☒

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

Attached Criteria Page (REQUIRED) identifies reason.

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

Director of Human Resources

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

Assistant Superintendent

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

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

## Contract for Services Criteria

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

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

\_\_\_\_\_  
District/Site Administrator

\_\_\_\_\_  
Date

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

**SUBJECT:** Contract for Services with Christine Harder dba Artadillo

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Christine Harder dba Artadillo for three art lessons at Robert Down Elementary School.

**BACKGROUND:**

Ms. Karen Levy writes several grants each year to help with funding integrated art lessons for her 4<sup>th</sup> grade class. Ms. Harder has previously provided these lessons in the 2018-2019 school year.

**INFORMATION:**

Focus is on making pioneer wagons to complement a California Social Studies unit on pioneers. Students learn about perspective, materials the pioneers used and loaded in the wagons, and how they would pack them safely and securely. Students will design their wagon using a variety of medium.

**FISCAL IMPACT:**

Funded by a PG Pride Grant at \$100 per lesson for a total of \$300.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Consent Item P

435 Hillcrest Avenue  
Pacific Grove, CA 93950

CONTRACT FOR SERVICES

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

Artadillo - Christine Harder for services rendered as specified below.

1. **Scope of Service:**

To provide: Art Lessons for Karen Levy's 4<sup>th</sup> Grade Class

2. **Evaluation and/or expected outcome(s)** (continue on attached page if needed): We will be making Pioneer Wagons with Tina Harder to complement our California Unit on Pioneers. Students learn about perspective, materials the pioneers loaded up in the wagons, and how they would need to pack them safely and securely. Students will design their wagon using a variety of medium.

3. **Length of the Contract:**

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

Three dates to be determined between instructor and classroom teacher. Lessons will be completed by May 31, 2020.

4. **Financial Consideration:**

Consultant to be paid at the rate of:

\$100 per session includes supplies (\$ per hr/day/other)  
for 3 sessions (hours/days/other)

School Funding Source: PG PRIDE Grant

Account Code: 01-9002-0-1110-1000-4300-00-002-5995-0720

Consultant (Please print) Artadillo - Christine Harder

Address 27480 Vista Del Toro, Salinas, CA 93908

Phone ~~kidzart-salinas@comcast.net~~ artadillo1@comcast.net

Signed Christine Harder Date 1/29/2020

☐ District Employee ☒ Independent Consultant

Signed S.B. Kell Date 2/04/2020  
Site/Program Administrator (Check appropriate box below)

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

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

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

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

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

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

Revised 02/15

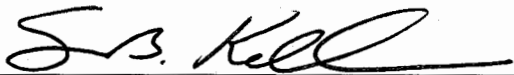


## Contract for Services Criteria

Consent Item P

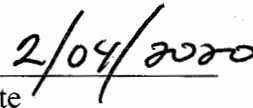
**District/Site Administrator – Please circle criteria that apply and sign below.**

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



District/Site Administrator

Date



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

**SUBJECT:** Contract for Services with Stark Leak Detection LLC District Wide

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Stark Leak Detection LLC to detect gas or water leaks district wide.

**BACKGROUND:**

Stark Leak Detection is used by the District Maintenance Department to identify underground gas or water leaks that cannot be located by maintenance personnel.

**INFORMATION:**

When gas or water leaks cannot be located at any of the District's sites Stark Leak Detection will be used. Stark has the specialized equipment to efficiently identify leaks that are underground and undetectable from the surface.

**FISCAL IMPACT:**

Not to exceed \$1,000.00 from Fund 1 for the remainder of the 2019-2020 school year.

***PACIFIC GROVE UNIFIED SCHOOL DISTRICT***

**AGREEMENT FOR CONTRACTOR SERVICES**

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

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

**Stark Leak Detection**

**License # 201130010214**

CONTRACTOR	SOCIAL SECURITY NUMBER OR BUSINESS ID #		
<b>429 San Juan Avenue</b>	<b>Santa Cruz</b>	<b>CA</b>	<b>95062</b>
MAILING ADDRESS	CITY	STATE	ZIP

hereinafter referred to as CONTRACTOR.

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

- A. Services shall begin on April 26, 2019 and shall be completed on or before June 30, 2019.
- B. CONTRACTOR understands and agrees that CONTRACTOR and CONTRACTOR'S employees are not employees of the DISTRICT and are not entitled to benefits of any kind or nature normally provided employees of the DISTRICT and/or to which DISTRICT employees are normally entitled, including, but not limited to, State Unemployment Compensation or Workers' Compensation. CONTRACTOR shall assume full responsibility for payment of all Federal, State and local taxes or contribution including Unemployment Insurance, Social Security, and Income Taxes with respect to CONTRACTOR'S employees.
- C. CONTRACTOR shall furnish, at CONTRACTOR'S own expense, all labor, materials equipment and other items necessary to carry out the terms of this Agreement.
- D. In the performance of the work herein contemplated, CONTRACTOR is an independent contractor, with the authority to control and direct the performance of the details of the work, DISTRICT being interested only in the results obtained.
- E. CONTRACTOR agrees to defend, indemnify and hold harmless the DISTRICT, its Board of Trustees, employees and agents from any and all liability or loss arising in any way out of CONTRACTOR'S negligence in the performance of this Agreement, including but not limited to any claim due to injury and/or damage sustained by CONTRACTOR, and/or the CONTRACTOR'S employees or agents.

**AGREEMENT FOR CONTRACTOR SERVICES (continued)**

- F. CONTRACTOR shall maintain Insurance with a minimum \$1,000,000 combined single limits of general liability and automobile coverage.
- G. Services to rendered to the DISTRICT by the CONTRACTOR are as follows:

**Provide leak detection services for the 2019-2020 School Year on an “as needed” basis.**

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

- I. The work completed herein must meet the approval of the DISTRICT and shall be subject to the DISTRICT’S general right of inspection and supervision to secure the satisfactory completion thereof. CONTRACTOR agrees to comply with all Federal, State, Municipal and District laws, rules and regulations that our now, or may in the future become applicable to CONTRACTOR, CONTRACTOR’S business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.
- J. CONTRACTOR shall be paid at the rate of:

**\$1,000.00 (One thousand dollars and zero cents). Not to Exceed.**

Source of Funds: Fund 01

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

**1) Lump sum upon completion of services rendered.**

2) Monthly - in accordance with provision of services.

3) Other \_\_\_\_\_

- L. This agreement may be terminated by either party notifying the other, in writing, at least 30 days prior to the date of termination.
- M. CONTRACTOR shall sign and submit a W-9 to DISTRICT prior to providing service.

**AGREEMENT FOR CONTRACTOR SERVICES (continued)**

This Agreement is entered into this \_\_\_\_\_ 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 February 13, 2020)

\*\*\*\*\*

**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
- ☐ Public Hearing

**SUBJECT:** Presentation by Monterey County Assessor

**DATE:** February 13, 2020

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review the presentation by the Monterey County Assessor, Stephen Vagnini

**BACKGROUND:**

Pacific Grove Unified School District is a Basic Aid school district. Basic Aid school district is defined as the majority of its revenue is derived from local property tax receipts. For Pacific Grove USD, 79% of its 2019-20 revenue sources came from local property tax dollars. Thus, local assessed valuation is vital to its revenue stream.

**INFORMATION:**

Mr. Vagnini, the Monterey County Assessor/Clerk/Recorder is here to explain how assessed valuation of properties works. The Assessor will also address recording of assessments and procedures.

**FISCAL IMPACT:**

None. It is informational.

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

**SUBJECT:** Illuminate Replacement Project: Student Information System (SIS) Evaluation, Conclusions, and Recommendation

**DATE:** February 13, 2020

**PERSON(S) RESPONSIBLE:** Matthew Binder, Director of Educational Technology

---

### **RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Edupoint Educational Systems – Synergy SIS for software licensing, hosting, support, and project implementation services.

### **BACKGROUND:**

In late September 2019, we were informed by the CEO of Illuminate Education that the company would be suspending support and future development of their student information system, known as ISI, effective Fall 2021. This news came as a total shock given the that PGUSD had only recently (in 2017-18) implemented ISI as a replacement of PowerSchool in an effort to consolidate and streamline student data management onto a single platform and, in doing so, improve access and reporting of timely student information to all stakeholders.

As soon as we received this news, we began laying the groundwork to find, evaluate, and eventually select a suitable replacement system for Illuminate. The first step was to identify the set of performance requirements that any new system needed to be considered a viable option. A Request for Proposal (RFP) was published in order to articulate the district's needs, expectations, and project timeline. Concurrently, a dedicated SIS evaluation committee was formed which included broad representation of district personnel - teachers, administrators, counselors, registrars, site techs, and front/central office staff. Next, scoring rubrics/evaluation forms were developed for use by committee members during each vendor presentation. These forms contained items specific to the three main system end-user groups: teachers, admin/counselors, and front office staff. Vendor presentation/demo sessions were scheduled. Committee members completed the evaluation forms during or shortly after each presentation. Form responses were aggregated, averaged, and a total score was derived and assigned to each vendor. A visit was conducted to Salinas Union High School District to get a firsthand look of how the selected system performed within an actual school environment. The committee met one last time to review and discuss the form results, share perspectives, and take a final vote on which of the three systems was the overall preferred choice. Details about this selection process along with the committee's findings, conclusions, and recommendation will be presented.

### **INFORMATION:**

Synergy by Edupoint Educational Systems is a fully-integrated, single database solution that provides student information management, learning management, assessment, online registration, and parent and student portals. Synergy's powerful mobile apps have been developed to meet the specific needs of each end-user - teachers, administrators, counselors, parents and students.

Company Attributes:

- Founded in 1998
- Synergy SIS released in 2005
- First Mobile Apps released in 2010
- Synergy LMS launched in 2011
- Synergy MTSS released in 2016
- Synergy Analytics released in 2017
- 3.75 million students, 5,600 schools served
- 16 of the top 100 largest school districts have adopted Synergy
- Synergy has conducted implementations for charters, regional service centers, and statewide offices of education
- Synergy user community is 6.5 million people strong
- Corporate office locations in AZ, CA, MA, MI, UT, VA

**FISCAL IMPACT:**

The term length of services: 5 years (2020-2024)

Fiscal impact is \$196,700 over 5 years (total expenditure for Year 1 = \$60,889)

Funding for this contract: Measure A – Educational Technology Bond (Fund 21).



## EDUPOINT SOFTWARE LICENSE AGREEMENT

### SUBSCRIPTION

Version 17.1

This Edupoint Software License Agreement ("**Agreement**") is made between Edupoint Educational Systems, LLC located at 101 Pacifica, Suite 240, Irvine CA ("**Company**") and Pacific Grove Unified School District, with offices located at 435 Hillcrest Avenue, Pacific Grove, CA 93950 ("**Licensee**").

### RECITALS

- A. Company has developed certain proprietary educational information software systems and documentation thereof which are updated and extended by Company at Company's sole discretion (the "**Edupoint Product**"), and Company has licenses from third parties or developed other products and services which are offered by Company and updated and extended by Company at Company's sole discretion (the "**Edupoint Value Add Products**"). The Edupoint Product and the Edupoint Value Add Products are collectively referred to as the "**Edupoint Products**".
- B. Company or a Company authorized licensor makes the Edupoint Products available to Licensees through the payment of an annual fee (the "**Subscription License**").
- C. Company or a Company authorized licensor / service provider provides Licensees with the use of the Edupoint Products via one of the following operating models:
  - Self-Hosting, wherein the Licensee, with Company's assistance and support, installs the Edupoint Products in the Licensee's data center and assumes total responsibility for providing all data center infrastructure and computing resources and administering the Edupoint Products.
  - Company or authorized service provider provides application hosting services via one of the following models;
    - Local Application Hosting, wherein the computing resources necessary to run the Edupoint Products are provided and administered by Company, but located within Licensee's local data center.
    - Remote Application Hosting, wherein all computing resources necessary to make the Edupoint Products' enabled services available to the Licensee's end users are located at a Remote Data Center of the Company's choosing.
- D. Company or a Company authorized service provider provides certain software support services for the Edupoint Products, including software maintenance, and electronic and telephonic responses to Licensee's technical and product questions, (the "**Software Support Services**").
- E. Company or a Company authorized service provider provides certain implementation services for the Edupoint Products, including project management, installation and configuration, application and security setup, data conversion, external interfaces, training, establishing an internal testing and quality assurance program, setting up the support and maintenance program for the Licensee, process consulting, and custom development, (the "**Implementation Services**").
- F. Company and Licensee desire to enter into this Agreement so that Licensee may acquire the rights to use Edupoint Products and receive the enabled services via one of the three (3) operating models defined in Recital C above, as well as the Software Support Services, and Edupoint Implementation Services, (collectively the "**Edupoint Services**"), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the terms and conditions hereinafter stated, it is agreed as follows:

#### 1.0 Grant of License

##### 1.1 Type of License

Subject to the terms and conditions hereof, Company agrees to grant Licensee a non-exclusive, non-transferable, non-sub-licensable, right and license to the Edupoint Products identified on Exhibit A. Licensee shall use the Edupoint Products solely for its own internal use and for the purposes for which such Edupoint Products were designed.

## Edupoint License Agreement

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### 1.2 Additional Terms and Conditions

In addition to the terms of this Agreement, the license granted under Section 1.1 above shall be subject to the terms and conditions of all Exhibits and Attachments listed as applicable under Section 14.0 and attached hereto and incorporated herein.

### 2.0 Ownership and Protection of Edupoint Products

#### 2.1 Title: Ownership

Licensee acknowledges that the Edupoint Products; all source code, object code, user interface, algorithms, development frameworks, system designs, system logic flow, and processing techniques and procedures related thereto; the documentation, any system user documentation, or other documentation related thereto; any copies and derivatives of any of the foregoing, in whole or in part; as well as all copyright, patent, trademark, trade secret and other proprietary rights in any of the foregoing; are and shall remain the sole and exclusive confidential property of Company or Company authorized licensor.

#### 2.2 Confidential and Valuable Substance

Licensee recognizes that the Edupoint Products and documentation have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL, (the “**Confidential Information**”). Company is desirous of maintaining rigorous control over the Edupoint Products and documentation. Licensee, therefore, agrees that it will exercise due care to prevent disclosure of the Edupoint Products and documentation to any third party.

2.2.a Licensee shall ensure that any identification labels or legal notices contained in or on any of the Edupoint Products and documentation are not altered, modified, suppressed, or in any other way made inconspicuous.

2.2.b Licensee shall restrict access to the Edupoint Products and documentation to only those employees of the Licensee who must have such access in order to perform their specific duties or obligations pursuant to the Licensee’s business. Licensee agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Edupoint Products and documentation by its employees does not occur.

2.2.c Licensee agrees that it will take all reasonable precautions to ensure that non-Licensee personnel, including non-employee agents of Licensee, do not obtain access to or knowledge of the Confidential Information without first obtaining the express written consent of Company. See Attachment 4. Company agrees that it will not unreasonably withhold such consent.

2.2.d Licensee shall treat the ideas and expressions contained in the Edupoint Products and documentation as Confidential Information and belonging solely to Company and shall not, without the prior written permission of Company, copy or duplicate any physical embodiments of the Edupoint Products and documentation (except as required for security and archival or escrow purposes). This includes, but is not limited to, videos or other materials containing images of Company products on video sharing websites, social media platforms or on unrestricted district websites.

2.2.e Licensee agrees to notify Company immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Edupoint Products or documentation. Licensee shall promptly furnish Company with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Company in any litigation or other proceedings deemed necessary by Company to protect Company’s rights. Licensee further acknowledges that any reports or other data generated by the Edupoint Products regarding traffic flow, system loads and/or product installation are the exclusive property of Company and may be used, and Licensee hereby specifically authorizes the use of such reports and/or other data, by Company in any manner that it deems to be appropriate.

## Edupoint License Agreement

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### 2.3 Protection of Edupoint Products

Licensee shall not allow, and shall not allow any third party to:

- 2.3.a Adapt, modify, change, maintain, translate, decompile, disassemble, reconstruct, or reverse engineer the Edupoint Products, or any portion thereof;
- 2.3.b Identify or discover any source code of the Edupoint Products;
- 2.3.c Distribute, sell or sublicense copies of the Edupoint Products or any portion thereof;
- 2.3.d Create copies of the Edupoint Products except to make a copy which is required as an essential step in its utilization for the purposes granted the Licensee or to make an archival or back-up copy of the Edupoint Products and documentation; or
- 2.3.e Incorporate any portion of Edupoint Products into or with any other Edupoint Products or other products, or create any derivative works of the Edupoint Products.

### 3.0 Payment

#### 3.1 Payment Terms

Licensee will pay Company or Company's authorized licensor the License Fees as provided in Exhibit A. All payments are due within 30 days of the invoice date.

#### 3.2 Taxes

All amounts set forth for payment are exclusive of applicable sales and similar taxes. Licensee agrees to pay any and all amounts equal to any taxes resulting from the licensing of the Edupoint Products or the services to be performed pursuant to this Agreement, exclusive of taxes based on the net income of Company.

### 4.0 Indemnification and Warranty

#### 4.1 Indemnification

- 4.1.a If Licensee notifies Company in writing and gives Company sole control over the defense and all related settlement negotiations, Company will defend, hold harmless and indemnify Licensee against any damages finally awarded or amounts paid in settlement as a result of any claim or threat of claim brought by a third party against Licensee to the extent the claim or threat of claim is based on an allegation that: (i) Edupoint Products which Licensee has licensed from Company infringes any U.S. patent, copyright, trademark, trade secret or other proprietary right of a third party, or (ii) defective Edupoint Products directly caused death or personal injury; provided that Licensee did not alter, modify, or otherwise change the Edupoint that gave rise to such claim or (iii) any Company breach of Section 9.7; or (iv) any claim or threat of claim brought by a third party against Licensee arising out of the acts or omissions of Company or its employees.
- 4.1.b To the extent permitted by law, Licensee will defend, hold harmless and indemnify Company against any claim or threat of claim brought by a third party against Company arising out of the acts or omissions of Licensee or its employees, excluding acts or omissions expressly required or prescribed by this Agreement.
- 4.1.c If either party seeks indemnification provided for in this Section 4.0, each party seeking indemnification will cooperate with and provide reasonable assistance in the defense or settlement of any claim or legal proceeding. Licensee and Company will not make public any terms, or the mere existence, of any settlements.
- 4.1.d The foregoing states the entire liability and obligation of Company with respect to any infringement or claims of infringement by the Edupoint Products or any part thereof, of any patent, copyright, trade secret or other proprietary right.

## Edupoint License Agreement

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### 4.2 Warranty

#### 4.2.a Operational Warranty

Company warrants that, during the one hundred eighty (180) day period (the “Warranty Period”) commencing on the date the Licensee places the Edupoint Products into production for either pilot or general deployment, whichever first occurs, the Edupoint Products will operate in substantial conformity with the documentation when used in strict compliance therewith, and if properly installed on computing resources within a datacenter infrastructure that is consistent with Company’s published Hardware and Software Requirements and Data Center Infrastructure Requirements. This warranty is contingent upon installation of all corrections, enhancements, updates and new releases provided by Company to Licensee and the absence of damage or abuse to the Edupoint Products by Licensee.

#### 4.2.b Breach of Operational Warranty

Notwithstanding the foregoing, Licensee acknowledges that it is solely responsible for having the appropriate compatible data center infrastructure, including but not limited to telecommunications network(s), environmental control systems, security systems, electrical services, cabinets and racks, competent network administrative staff available for Licensee Self Hosting or Local Application Hosting Services. Licensee acknowledges that if it elects Self Hosting as its operating model, it is also solely responsible for having the appropriate computing resources fully installed and operational within its data center and that these computing resources and the data center in which they are installed are consistent with Company’s published Hardware and Software Requirements, and that any exceptions that are not approved in advance in writing by the Company will invalidate the operational warranty.

As Licensee’s sole and exclusive remedy for any breach of this warranty, Company shall, at its sole option, within a reasonable period of time, provide all reasonable software development services to correct software errors in the Edupoint Products, replace the Edupoint Products or terminate this Agreement and refund to the Licensee the license fees paid to Company under this Agreement for the defective Edupoint Products, as set forth in section 7.2(c) of this agreement, refunding the unamortized portion (assuming straight line amortization) of the license fees paid. Any Software Support or Implementation Services provided under this Agreement are provided “as is” without representation or warranty of any kind or nature.

4.2.c Replacements or corrections of Edupoint Products shall be subject to the warranties, warranty remedies and warranty limitations or disclaimers set forth in the License Agreement pursuant to which Licensee acquired the original Edupoint Products for the period designated therein.

#### 4.2.d Limitations

Except as expressly set forth in this Section 4.0, Company makes no warranty or representation, either express or implied, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose, and any warranties of quality or performance, or as a result of a course of dealing or usage of trade, with respect to the Edupoint Products and any Edupoint Services.

### 5.0 Assignment

So long as the license warranty period under this Agreement is in effect, the services to be performed by Company are personal in character and neither this Agreement nor any duties or obligations hereunder may be assigned or delegated by Company unless first approved by Licensee by written instrument executed and approved in the same manner as this Agreement. Notwithstanding the foregoing, Company may assign this Agreement or its rights, interest or obligations under this Agreement to a successor in interest to Company, whether by way of asset sale, merger or other transfer of Company or its business, without Licensee's consent. Subject to the foregoing, all covenants, representations, warranties and agreements of the parties contained in this Agreement shall be binding on and inure to the benefit of the parties' respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

## Edupoint License Agreement

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### 6.0 Choice of Law

This Agreement shall be governed by, interpreted under and construed in accordance with the internal laws of the State of California, without reference to the rules of conflicts of law thereof.

### 7.0 Agreement Term and Termination

#### 7.1 Agreement Term

The term of this Agreement (the "Agreement Term") shall begin upon the latest date indicated below the signature of either party ("Effective Date).

Unless otherwise specified, at the expiration of the term set forth in Exhibit A, the contract will automatically extend for a period of one (1) year, with a two and a half percent (2.5%) increase over the previous year's cost, until such time as either party terminates this Agreement pursuant to Section 7.2.

#### 7.2 Agreement Termination

This Agreement may be terminated as follows:

7.2.a Either party may terminate this Agreement if one party's actions expose the other party to any violation of law and fails to cure such actions within 15 days of notice thereof;

7.2.b Either party may terminate this Agreement with the other party if the other party fails to fully perform any material obligation under this Agreement with ninety (90) days to cure;

7.2.c Notwithstanding the foregoing, if the Licensee violates the provisions of Sections 2.0 of this Agreement the Company may terminate this Agreement immediately without notice.

In the event of termination of this Agreement by the Company pursuant to Section 7.2(a) prior to an anniversary date the Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid in the year the termination occurs. In the event of termination of this Agreement by the Company pursuant to Sections 7.2(b) or 7.2(c) prior to an anniversary date, the Company shall be entitled to prepaid Subscription License for the balance of the year of termination.

In the event of termination of this Agreement by the Licensee pursuant to Section 7.2(a) or 7.2(b) Company shall refund the unamortized portion (assuming straight line amortization) of the Subscription License paid.

#### 7.3 Responsibilities in the Event of Termination

Upon any termination of this Agreement and/or the license to use any Edupoint Products, Licensee shall cease to use the Edupoint Products and shall return to Company the Edupoint Products and all copies thereof and all proprietary and confidential property of Company. Licensee shall expunge all copies of the Edupoint Products from its computer(s) and server(s) and shall provide a certificate of an officer of Licensee stating compliance with the preceding sentence. If the Licensee is receiving hosting services from the Company under the Local Hosting operating model, Licensee will cooperate with Company in removal and return to Company all Company provided computing resources installed by Company in Licensee Data Center.

#### 7.4 No Liability for Termination

Except as provided for in this Agreement, neither party shall be liable to the other for damages of any kind, including incidental or consequential damages, damages for loss of prospective business or loss of continuing business, or otherwise which arise due to the expiration or termination of this Agreement. This does not relieve either party from responsibility for damages caused by its actions or breaches of the Agreement, but only for damages related to or resulting from the expiration or termination of the contractual relationship.

#### 7.5 Survivorship

Those sections that by their nature survive expiration or termination of this Agreement will survive such expiration or termination.

## Edupoint License Agreement

### 8.0 Binding

This Agreement shall be binding upon and inure to the benefit of the administrators, successors, and assigns of the parties.

### 9.0 General Terms and Conditions

#### 9.1 Entire Agreement

This Agreement supersedes all previous agreements and representations of, between or on behalf of the parties in regard to the subject matter herein. Any document, instrument, or agreement issued or executed contemporaneous or subsequent to this Agreement shall not alter the terms and conditions of this Agreement. This Agreement contains all of Company's and Licensee's agreements, warranties, understandings, conditions, covenants and representations in regard to the subject matter herein. Neither Company nor Licensee will be liable for any warranties, understandings, conditions, covenants or representations not expressly set forth or referenced in this Agreement. Licensee acknowledges that Company reserves the right to refuse any different or additional provisions in purchase orders, invoices or similar documents, and such refused provisions will be unenforceable.

#### 9.2 Headings and Construction

Paragraph headings are for reference only and will not be considered as parts of this Agreement. Wherever the singular is used, it includes the plural, and, wherever the plural is used, the singular is included.

#### 9.3 Amendments, Waiver, and Change Management

This Agreement shall not be amended or modified except in writing that refers specifically to this Agreement by duly authorized representatives of the parties. The failure of either party to enforce at any time or for any period of time the provisions hereof shall not be construed to be a waiver of such provisions or of the right to enforce each and every such provision.

The scope of work described within the Agreement, Exhibits, and Attachments thereto shall not be changed except as provided by the change management procedures which are described in Attachment 5.

#### 9.4 Force Majeure

Except for the obligation to make payments, neither party will be liable for any failure or delay in its performance under this Agreement due to any cause beyond its reasonable control, including acts of war, acts of God, acts of terrorism, earthquake, flood, embargo, riot, sabotage, labor shortage or dispute, governmental act or failure of the Internet (not resulting from the actions or inactions of Company), provided that the delayed party: (i) gives the other party prompt notice of such cause, and (ii) uses its reasonable commercial efforts to promptly correct such failure or delay in performance.

#### 9.5 Severability

If a court of competent jurisdiction holds that any provision of this Agreement is invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect, and the parties will replace the invalid or unenforceable provision with a valid and enforceable provision that achieves the original intent of the parties and economic effect of the Agreement.

#### 9.6 Notices

Any notice under this Agreement must be in writing and will be deemed given upon the earlier of actual receipt or ten (10) days after being sent by first class mail, return receipt requested, to the address set forth below for Company and Licensee, or as may be provided by the parties.

Edupoint Educational Systems Contract Administration 1955 S. Val Vista Drive #200 Mesa, Arizona 85204	Pacific Grove Unified School District 435 Hillcrest Avenue Pacific Grove, CA 93950-4398
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Either party may give notice of its change of address for receipt of notices by giving notice in accordance with this section.

## Edupoint License Agreement

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### 9.7 Applicable Law

Company complies with applicable laws governing online privacy, including the Child Privacy Protection and Parental Empowerment Act, the Family Educational Right to Privacy Act and the Children's Online Privacy Protection Act.

### 10.0 Application Hosting Services

If Licensee will receive application hosting services through either Local Application Hosting or Remote Application Hosting, Company and Licensee agree to the terms and conditions of Exhibit B, the Application Hosting Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Application Hosting (either Local or Remote Services), as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement.

### 11.0 Software Support Services

Company and Licensee agree to the terms and conditions of Exhibit C, the Software Support Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the maintenance and support of the Edupoint Products, as per Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Software Support Services beyond those specified in Exhibit C that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

### 12.0 Implementation Services

Company and Licensee agree to the terms and conditions of Exhibit D, the Implementation Services, which is attached hereto and fully incorporated herein. Licensee shall be billed for the Implementation Services, as described in Exhibit A, in accordance with the payment terms set forth in Section 3.0 of this Agreement. Implementation Services beyond those specified in Exhibit D that are requested by Licensee during the Initial Term or following the Initial Term shall be provided for an additional charge.

### 13.0 Source Code Escrow

For Licensees that elect to include Software Escrow Services as part of this Agreement, Company will store with a third party Escrow Agent the Edupoint Products computer source code and documentation licensed as part of this Agreement, including all Company-owned source code necessary to continue operations of Edupoint Products, and other information regarding any additional third party components used in conjunction with the products. Company will designate the Licensee as a User in the Company's Software Source Code Escrow Agreement (see Exhibit E). So long as the Licensee is not in breach of its obligations under this Agreement, the Licensee will have the right to receive materials placed into escrow as per the Release of Deposit Material conditions and procedures specified within Company's contract with the Software Source Code Escrow Agent.

Unless a release event occurs, in no event shall the Licensee have the right to use the Edupoint Products source code for any purpose to reverse engineer, develop derivative works or to sublicense the right to use the source code and documentation to any other person or entity for any purpose. The Licensee will also be obligated to treat the source code and documentation as Confidential Information of Company under this Agreement.

### 14.0 Inclusions

- i. Exhibit A - Software Licenses
- ii. Exhibit B - Application Hosting Services
- iii. Exhibit C - Software Support Services
- iv. Exhibit D - Implementation Services
- v. Exhibit E – Software Source Code Escrow Services
- vi. Company's Business Expense Policy - Attachment 1
- vii. Standard Billing Rates - Attachment 2
- viii. Company's A La Carte Service Descriptions – Attachment 3
- ix. Non-employee/agent Access Consent Form – Attachment 4
- x. Change Management Procedures – Attachment 5
- xi. Data Center Infra. – Analysis and Doc. – Attachment 6



## Edupoint License Agreement

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### 15.0 Limitations of Liability

Any other provisions of this Agreement notwithstanding, except to the extent included in an award subject to Company's indemnity obligation, in no event will Company be liable for incidental, consequential, indirect, punitive or special damages of any nature, such as lost business profits. Company's total liability for any claim whatsoever related to this Agreement, including any cause of action arising in contract, tort, or strict liability, shall not exceed the total amount of all payments made under this Agreement by Licensee to Company during the 365 days preceding the cause of action.

### 16.0 Statute of Limitations

Any action arising out of or related to this Agreement must be brought within one (1) year from the first date such action could have been brought, despite any longer period provided by statute. If a longer period is provided by statute, the parties hereby expressly waive it.

Company and Licensee have caused this Agreement to be executed on the dates set forth below:

Edupoint Educational Systems  
1955 S. Val Vista Drive, Suite 200  
Mesa, AZ 85204  
(480) 633-7500, (800) EDUPOINT  
Fax (480) 633-7501

Pacific Grove Unified School District  
435 Hillcrest Avenue  
Pacific Grove, CA 93950-4398  
(831) 646-6553

Rob Wilson	President
Printed Name	Title
Signature	Date Signed

Printed name	Title
Signature	Date Signed



## Edupoint License Agreement

# Exhibit A

## SOFTWARE LICENSE

## 1.0 Reference to Agreement

This Software License Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

## LICENSING AND SERVICES FEES

### EXHIBIT A - Software Subscription License Agreement

#### Pacific Grove Unified SD (CA): Final Base SIS + OLR + Assessment + Shared Hosting PricerV19C19

#### Total Cost by Product and Service

V19F03

Synergy® Student Educational Platform		Subscription License					
The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:		Year 1	Year 2	Year 3	Year 4	Year 5	Total
Synergy® Student Information System							
PK - 12 Student Information (Included)		\$5,959	\$6,108	\$6,261	\$6,418	\$6,578	\$31,324
State Reporting for (Included)							
ParentVUE, StudentVUE, & Streams (Included)		\$1,490	\$1,527	\$1,565	\$1,604	\$1,645	\$7,831
Online Student Registration (Included)		\$2,980	\$3,054	\$3,131	\$3,209	\$3,289	\$15,663
Master Schedule Builder (Included)		\$1,490	\$1,527	\$1,565	\$1,604	\$1,645	\$7,831
Synergy® Learning Management System (LMS)							
TeacherVUE with Gradebook (Included)		\$3,476	\$3,563	\$3,652	\$3,744	\$3,837	\$18,272
LessonVUE (Not in Bid)							
Assessment (Included)		\$3,476	\$3,563	\$3,652	\$3,744	\$3,837	\$18,272
Response to Intervention (RTI) (Not in Bid)							
LMS Integration (Not in Bid)							
Synergy® Analytics							
Analytics (Not in Bid)							
Synergy® Special Education							
PK - 12 Student Special Ed (Not in Bid)							
Synergy® Technology & Appl Source Code							
ST Tool Set (Object) & Appl Src Code (Not in Bid)							
Synergy® Distance Learning							
Distance Learning (Not in Bid)							
<b>Sub-Total Subscription Software License</b>		<b>\$18,871</b>	<b>\$19,342</b>	<b>\$19,826</b>	<b>\$20,323</b>	<b>\$20,831</b>	<b>\$99,193</b>
<b>3rd Party Subscription Software</b>		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
- Test Item Bank (Not in Bid)							
- GradeCam (Not in Bid)							
<b>Sub-Total 3rd Party Subscription License</b>		<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Hosting</b>		<b>Hosting</b>					
		<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>Year 4</b>	<b>Year 5</b>	<b>Total</b>
Shared Hosted by Edupoint		\$3,137	\$3,215	\$3,295	\$3,378	\$3,462	\$16,487
3rd Party Connections (3)	Yes	\$1,000	\$1,025	\$1,051	\$1,077	\$1,104	\$5,257
<b>Sub-Total Hosting Service</b>		<b>\$4,137</b>	<b>\$4,240</b>	<b>\$4,346</b>	<b>\$4,455</b>	<b>\$4,566</b>	<b>\$21,744</b>
<b>Professional Services by Staff</b>			<b>Days</b>	<b>Unit Cost</b>	<b>List Cost</b>	<b>Discount %</b>	<b>Total</b>
- Project Managers			7	\$1,750	\$12,250	5.0%	\$11,638
- Technical Experts			3	\$1,500	\$4,500	5.0%	\$4,275
- Subject Matter Experts			7	\$1,500	\$10,500	5.0%	\$9,975
- Developers			3	\$1,500	\$4,500	5.0%	\$4,275
- Data Conversion Specialists			6	\$1,500	\$9,000	5.0%	\$8,550
- Product Specialists			15	\$1,500	\$22,500	5.0%	\$21,375
- Trainers			11	\$1,500	\$16,500	5.0%	\$15,675
<b>Total Professional Services by Staff</b>					<b>\$79,750</b>	<b>5.0%</b>	<b>\$75,763</b>

Total Five Year Cost (excluding estimated expenses):

\$196,700

## Edupoint License Agreement

### EXHIBIT A - Continued Payment Schedule by Product and Service

Payment for Edupoint Subscription License			Amount	Payable On	
1st Year Edupoint Subscription License			\$18,871	Due upon Contract Signing	
2nd Year Edupoint Subscription License			\$19,342	1 year after Contract Signing	
3rd Year Edupoint Subscription License			\$19,826	2 years after Contract Signing	
4th Year Edupoint Subscription License			\$20,323	3 years after Contract Signing	
5th Year Edupoint Subscription License			\$20,831	4 years after Contract Signing	
Total 5 Year Edupoint Subscription License			\$99,193		
Hosting			Amount	Payable On	
1st Year			\$4,137	Due upon Contract Signing	
2nd Year Hosting			\$4,240	1 year after Contract Signing	
3rd Year Hosting			\$4,346	2 years after Contract Signing	
4th Year Hosting			\$4,455	3 years after Contract Signing	
5th Year Hosting			\$4,566	4 years after Contract Signing	
Total 5 Year Hosting Shared Hosted by Edupoint 3rd Party Connections (3)			\$21,744		
Payment Schedule for Professional Services			Percent	Amount	Payable On
Professional Services Cost 50% First Year				\$37,881	Due upon Contract Signing
Professional Services Cost 50% Second Year				\$37,882	1 year after Contract Signing
Total Payment for Professional Services				\$75,763	

**Note:** Expenses are billed as incurred according to the guidelines provided in the Standard Billing Rates.

**Total Five Year Cost (excluding estimated expenses): \$196,700**

### EXHIBIT A - Continued Payment Schedule by Year

Detailed Payment Schedule		Amount	Total
<b>Due Upon Contract Signing</b>			
1st Year Edupoint Subscription License		\$18,871	
1st Year Shared Hosted by Edupoint		\$4,137	
1st Year Professional Services Payment of 50%		\$37,881	
	Payment Due		\$60,889
<b>Due 1st Year after Contract Signing</b>			
2nd Year Edupoint Subscription License		\$19,342	
2nd Year Shared Hosted by Edupoint		\$4,240	
2nd Year Professional Services Payment of 50%		\$37,882	
	Payment Due		\$61,464
<b>Due 2nd Year after Contract Signing</b>			
3rd Year Edupoint Subscription License		\$19,826	
3rd Year Shared Hosted by Edupoint		\$4,346	
	Payment Due		\$24,172
<b>Due 3rd Year after Contract Signing</b>			
4th Year Edupoint Subscription License		\$20,323	
4th Year Shared Hosted by Edupoint		\$4,455	
	Payment Due		\$24,778
<b>Due 4th Year after Contract Signing</b>			
5th Year Edupoint Subscription License		\$20,831	
5th Year Shared Hosted by Edupoint		\$4,566	
	Payment Due		\$25,397
<b>Total Five Year Cost (excluding estimated expenses)</b>			<b>\$196,700</b>

**Pricing Notes:**

- This pricing is valid until 03/30/20. Sales tax is not included.
- This proposal was based on 5 Schools (2 elementary schools, 1 middle school, 1 high school & 1 continuation high school) with approximately 2,000 students.
- An expense estimate of \$18,296 has been provided. Professional Services will only be billed based on actual expenses incurred.
- The Standard Billing Rates convey the daily billing rates, which were used to derive all of the services cost information in this proposal, prior to any applicable discounts.
- Proposal includes data conversion services to convert 4 years of historical data.
- Subscription License has a 5.0% discount applied to license fees.
- Professional Services has a 5.0% discount applied to all your professional services fees.
- Escalation of 2.5% has been applied.

## EXHIBIT B

### APPLICATION HOSTING SERVICES

#### 1.0 Reference to Agreement

This Exhibit is only applicable for Licensees who are hosted by the Company. This Application Hosting Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement between **Company** and **Licensee** as of the Effective Date.

#### 2.0 Fees

During the Initial Term Licensee shall pay annual fees as shown on Exhibit A, and for each Subsequent Term, Licensee shall pay annual fees according to the Company's then current fees for the Application Hosting Services. Company shall provide fixed pricing for initial agreement term, and provide Licensee six months' notice of any proposed increase in the then applicable Application Hosting Services fees for subsequent terms. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust application hosting services fees accordingly.

#### 3.0 Services

During the term of the License, and subject to payment of the fees for the Edupoint Products and the fees for the Edupoint Services, Company shall provide the following services (the "Application Hosting Services") to Licensee:

##### 3.1 Included Services

##### 3.1.a Configuration Planning

Company will determine the specifications for and configuration of the computing resources (number and type of web server(s), process server(s), application database server(s), and load balancer(s) based on the processing and storage needs of the Licensee, using commercially reasonable methods and historical data from other similarly sized licensees. This configuration planning is the basis for the System Hardware and Additional Software and Middleware required, and may change from time to time as system requirements change. Company will constantly monitor system performance and modify the configuration plan to maintain an acceptable level of system performance.

##### 3.1.b Edupoint will perform an annual review of the hosted environment including, penetration test and antivirus scan.

##### 3.1.c System Hardware

Company shall provide access to a digital information processing, transmission and storage system (the "System Hardware") enabling Licensee to perform operations using the functionality of the Edupoint Products as described in the Documentation, and to make the information generated by and stored in the database(s) supported by the Edupoint Products available on demand by users. System hardware, system software, load balancer, database software and database storage shall be located at the Company's Remote Data Center.

##### 3.1.d The following activities are included in the application hosting cost:

Deploying hardware and infrastructure required, software hosting and systems administration:

3.1.d.1 Systems Administration provides day-to-day management and administration of the operating system and database platform for all servers in the Synergy environment. Specific components of this service include:

- i. Maintenance of the database
- ii. Maintenance and updating of the server operating system
- iii. Performance monitoring of SIS hardware and system software and recommendations for required updates
- iv. Ongoing maintenance of hosted environment

## Edupoint License Agreement

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### 3.1.e Additional Software and Middleware

Company will provide all Additional Software and Middleware software necessary for the Edupoint Products, including installation and licensing of Window OS, Microsoft SQL or Oracle server, and SSL certificate(s).

### 3.1.f Configuration and Setup

Upon approval of the Implementation Project Charter and Work Plan, Company will provide initial configuration including operating system installation, database installation, patching the operating system and database, and installing and configuring all the Edupoint Products and Additional Software and Middleware; creation and configuration of Production and Training environments and Production and Training databases. The Training environment will be used for the purpose of training end users in a non-production environment and other non-production uses upon the request of the Licensee. Prior to the Edupoint Products being placed into production, the Company will provide final hardware configuration and application setup for setting proper Licensee specific application parameters and Licensee's organization specific information. Company will be responsible for ongoing re-configuration of hardware and adjustments to application setup for additional module add-ons or changes to Licensee infrastructure that require changes to the system configuration and application setup.

#### 3.1.f.1 Restrictions

Licensee will have a limit as to the following configuration options in a hosted environment:

- Audit Trail: Audit detail will be kept for one year and purged after year end backup. Audit detail will impact storage requirements and may be retained longer at the Licensee discretion. Exceptions for Attendance and Grade Reporting Mark data will be retained for the current school year and purged prior to the start of the following school year.
- Process Queue: Company recommends a maximum of 5 days but may be retained longer at the Licensee discretion. Process Queue results storage will impact space requirements.

### 3.1.g Edupoint will provide the following environment(s) to Licensee:

3.1.g.1 A production environment that includes access to all licensed modules;

3.1.g.2 A training environment includes access to all licensed modules for demonstration purposes;

3.1.g.3 Any additional environments (test, development, or demonstration) will have an additional cost of \$.25/student.

### 3.1.h Edupoint Product Updates

Company will provide support for the Edupoint Products through installation of Company provided modifications including remedial "Patches" or "CEs" ("Continuous Enhancements") addressing reported performance or functionality problems and "Upgrades" consisting of new releases or versions of the Edupoint Products and Additional and Middleware software issued by the vendor of that Additional and Middleware software as part of its software maintenance offering, typically indicated by a change in the numeric identifier in the version number of the software. Company will install CE's and Updates in accordance with the Release Management Section set forth in Section 6.0 below in a commercially reasonable timeframe following its release of CE's, new releases or versions of the Edupoint Products or Company's receipt of the CE or Update from the Additional and Middleware software vendor. In addition to administering all updates to the Edupoint Products, Company is responsible for procuring and administering vendor-provided maintenance for any Additional and Middleware software supplied by the Company under this Agreement.

## Edupoint License Agreement

### 3.1.i Backup

Company shall create and maintain a backup plan whereby Licensee Production Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content, as defined below in Section 7.1, for the purpose of off-site archival in the case of disaster recovery.

Backup data sets will be provided to the Licensee via direct access to the secure backup data host. Company will work with the Licensee to configure, at a minimum of weekly, downloading of the backup data sets initiated from Licensee's local environment.

#### 3.1.i.1 Backup frequency

3.1.i.1.i Full Back up once per week

3.1.i.1.ii Differential backup once per day

3.1.i.1.iii Transactional backup – every 15 minutes

3.1.i.1.iv Weekly backups retained for 4 weeks. Monthly backups retained for 12 months. Yearly backups retained for 7 years.

3.1.i.1.v Backups are retained only if Licensee has a current hosting agreement.

3.1.i.2 Backups are replicated at multiple data centers co-located across the U.S.

3.1.i.3 Recovery Point Objective is to recover the environment from backup so that mission-critical operations can continue.

3.1.i.3.i. Mission-critical includes administrative and teacher usage, not parents or students.

3.1.i.4 Recovery Time Objective is 24 hours

### 3.1.j Disaster Recovery

Company shall maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Remote Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

## 3.2 Additional Hosting Models:

All services indicated in section 3.1 are included in the base hosting model – *Shared Cloud Hosting*. The base model *Shared Cloud Hosting* minimizes cost by optimizing resource utilization within the Company's Remote Data Center. Additional levels of hosting service are available for additional costs and provide added features and options. The following are the additional hosting models offered:

### 3.2.a Hybrid Cloud Hosting

(a) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB).

Additional (1) TB increments will be available with additional charge.

(b) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.

(c) Dedicated SQL Server is optional and available for an additional charge. This option provides a point to point VPN connection to allow direct data manipulation and extraction including selects/Inserts/Updates/Deletes.

(d) SQL Server High Availability options are available for an additional charge.

(e) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

NOTE: Other infrastructure resources can be deployed on shared resources at the Company's discretion.

### 3.2.b Dedicated Cloud Hosting

(a) Perform direct SQL against hosted database including selects/Inserts/Updates/Deletes provided through a point to point VPN connection.

## Edupoint License Agreement

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- (b) Deploy custom software additions based on ST framework.
- (c) Disk storage will be priced based on an initial storage allotment of one (1) terabyte (TB).  
Additional (1) TB increments will be available with additional charge.
- (d) Basic user interactions (excluding process server jobs) occur within an average of 7 seconds.
- (e) SQL Server High Availability options are available for an additional charge.
- (f) Establish their own Release Management Schedule coordinated with the Company's Technical Services Team.

### 3.3 Excluded Services

- (a) Support of Licensee's Client Desktops
- (b) Support or diagnosis of Licensee's Local Area Network connectivity
- (c) Licensee's Local Area Network device configuration such as proxy servers

### 4.0 Availability of Services

(Not applicable if Licensee selected Self Hosting.)

Subject to the terms and conditions of this Agreement, Company shall use its best commercial efforts to provide the Application Hosting Services for twenty-four (24) hours a day, seven (7) days a week throughout the term of this Agreement.

#### 4.1 Downtime

Licensee agrees that from time to time the Application Hosting Services may be inaccessible or inoperable for various reasons, including (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which Company may undertake from time to time; or (iii) causes beyond the control of Company or which are not reasonably foreseeable by Company, including interruption or failure of telecommunications or digital transmission links, hostile network attacks, network congestion or other failures (collectively "Downtime").

#### 4.2 Advance Notice

Company shall provide twenty-four (24) hour advance notice to Licensee in the event of any scheduled Downtime.

### 5.0 Security

For Company Application Hosting Services, Company shall operate and maintain the Edupoint Products, System Hardware, Additional and Middleware in good working order with access restricted to authorized employees of Company and persons specifically designated by Licensee. Company shall maintain systems consistent with security controls as described in the National Institute of Standards and Technology (NIST) Standards Publication (SP) 800-26, Security Self-Assessment Guide for Information Technology Systems. Company shall undertake to perform reasonable measures to ensure the security, confidentiality and integrity of all Licensee Content and other proprietary information transmitted through or stored on the Application Hosting Site, including:

- (a) Firewall protection of the Application Hosting Site;
- (b) Maintenance of independent archival and backup copies of the Edupoint Products and Documentation and all Licensee Content; and
- (c) Protection from network attack or other malicious harmful or disabling data, work, code or program.

### 6.0 Release Management

For all Production and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- (a) Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- (b) Written notice of application changes and modifications to screens or code;

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- (c) Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- (d) Coordination of the implementation of the Change Event with the Licensee.

### 7.0 Proprietary Rights

#### 7.1 Licensee Content

Licensee shall be solely responsible for providing, updating, uploading and maintaining the data stored on the Application Hosting Site and any and all files, pages, data, works, information and/or materials on, within, displayed, linked or transmitted to, from or through the Application Hosting Site, including without limitation, trade or service marks, images, photographs, illustrations, graphics, audio clips, video clips, e-mail or other messages, metatags, domain names, software and text (the "Licensee Content"). The Licensee Content shall also include any registered domain names provided by Licensee or registered on behalf of Licensee in connection with the Application Hosting Services.

#### 7.2 Alterations

Except as provided herein or by law, Company may not alter, modify, change, remove or disable access to all or any portion of the Application Hosting Site or Licensee Content stored on the System Hardware at the Application Hosting Site.

#### 7.3 Ownership of Licensee Content

Company acknowledges that the Licensee Content is owned solely by the Licensee. Following termination of this Agreement, Licensee shall remove or request that the Company remove on a fee for service basis, all Licensee Content from Company Products and thereafter expunge all copies of the Company Products from its computing infrastructure and provide a certificate of an officer of Licensee confirming compliance with the same. Company further warrants that it shall not lease, sell, rent or otherwise disclose Licensee Content to any third party without prior consent of the Licensee.

## EXHIBIT C

### SOFTWARE SUPPORT SERVICES

#### 1.0 Reference to Agreement

This Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between Company and Licensee as of the Effective Date.

#### 2.0 Fees

During the Initial Term, Company shall provide Licensee with Software Support Services according to the fees described in Exhibit A. Following the Initial Term, for each Subsequent Term Licensee shall pay annual fees according to the then current fees for the Software Support Services. Company shall provide Licensee six months' notice of any proposed increase in the then applicable fee. Company and Licensee shall each have the right to review the number of students enrolled and increase or decrease the license count and adjust services fees according to the then current services fees for the licensed Edupoint Products.

#### 3.0 Software Support Services

Company provides software updates and support services for the current version and the immediately prior version only.

Licensee shall select one of the maintenance and support plans; Basic Plan or Premium Plan. Both the Basic Plan and the Premium Plan are based upon the Licensee providing its own first level support of the Edupoint Products, such that support requests from the Licensee's school operations and district office staff are first routed to the Licensee's internal adequately staffed and competently trained student information system support group or helpdesk. Support requests that cannot be resolved by the Licensee's internal support group will be routed to Company for resolution.

#### 3.1 BASIC MAINTENANCE AND SUPPORT PLAN

##### a) Software Updates Include:

- Minor extensions to existing software modules, as these are defined and released by Company.
- Enhancements which improve the usability of existing software modules, as these are defined and released by Company.
- New software modules representing new functionality, unless Company establishes separate pricing for the licensing and maintenance of such modules.
- Changes necessary to meet state reporting requirements as per specifications published by the respective State's authorized educational agency.
- Changes necessary to meet federal reporting requirements as per specifications published by the authorized federal agency.
- Changes necessary to maintain or improve interfaces between the Edupoint Products and other Licensee software application systems so long as Company provided such interfaces to the Licensee and the Licensee has not altered such interfaces.
- For Licensee purchasing Synergy Technology maintenance, the application source code will be refreshed at the time of publication of a Continuous Enhancement (CE) or annual release.

##### b) Support Services Includes:

- Company Staff will be available to answer questions and resolve issues between the hours of 6 a.m. and 6 p.m. (MST) via telephone, e-mail, or web support. This support includes telephone and research time performed by hotline staff, incoming 800 line, and outgoing long distance charges. Company will also provide e-mail support, which includes a response within 4 hours for non-outage issues received during regular business hours, and a response by the end of the next business day for issues received outside regular business hours.



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- The following days are recognized as Company holidays. The Company's support function will not be staffed on these days:

New Year's Day	Independence Day	Day after Thanksgiving
Presidents' Day	Labor Day	Christmas Day
Memorial Day	Thanksgiving Day	Christmas Week

### 3.2 PREMIUM USER CONFERENCE PLANS

These plans include everything included in the Basic Maintenance and Support Plan plus additional services as defined in the designations below: Copper, Bronze, Silver, Gold and Platinum.

- Copper: Licensee may send one (1) representative to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Bronze: Licensee may send two (2) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Silver: Licensee may send three (3) representatives to attend Company's User's Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Gold: Licensee may send four (4) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum: Licensee may send five (5) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.
- Platinum Plus: Licensee may send ten (10) representatives to attend Company's Users' Conference with travel (airfare) and lodging (hotel) expenses paid and scheduled by Company.

Registration and scheduling of participation in Company's Users Conference must be made at least 30 days prior to the event. Travel expenses that will be paid by Company do not include parking, transportation to/from hotel or airport, incidentals at hotel, evening meals, or fees associated with travel changes made after booking. Licensee may send additional staff at Licensee's own expense.

## 4.0 Payment

### 4.1 Adjustment of Software Support Services Fees

Company may change the Support Services fees provided under this Agreement at any time by providing thirty (30) days prior written notice to Licensee.

### 4.2 Costs Related to Modified Software

If Company corrects defects or problems attributable to errors made by Licensee or corrections or modifications made by Licensee, Licensee agrees to pay Company for such services at the Company's then current standard rates.

### 4.3 Diagnostic Expenses

In the event Company performs services to diagnose a defect that Licensee claims exists in the Edupoint Products and Company subsequently demonstrates the Edupoint Products conforms to specifications as described in Section 4.2 of the Agreement or Licensee is not operating the Edupoint Products within a computing infrastructure that is consistent with Company's published Hardware and Software Requirements or the Data Center Infrastructure-Analysis and Documentation, Licensee will reimburse Company for such services in accordance with this Agreement, or otherwise at then-current rates.

## 5.0 Major Outage

### 5.1 Definition of a Major Outage

A "Major Outage" is defined as one of the following: (i) a complete failure of the Edupoint Products that results in the inability by Licensee to use the Edupoint Products, (ii) the loss, corruption or unintended migration of Licensee Content related to Edupoint Products, (iii) the loss of an Edupoint Products function that supports an urgent business process (i.e. report card issuance), or (iv) an Edupoint Products interface failure that results in the inability by the Licensee to use the Edupoint Products.

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### 5.2 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee a minimum of twice a day until a Major Outage has been resolved or the urgency level associated with the trouble ticket has been downgraded by the Licensee. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Major Outage will be resolved.

### 5.3 Response Time for a Major Outage

- 5.3.a E-support response time – within two (2) hours.
- 5.3.b Phone support – within one (1) hour.

## 6.0 Non-Major Outage

### 6.1 Definition of Response

“Response” is defined as contacting the Licensee in response to receipt of a trouble ticket and working with the Licensee to solve the problem. Once a trouble ticket has been documented, updates will be provided to the Licensee on a reasonable ongoing basis until a Non-Major Outage is resolved. Company will work diligently to solve all Licensee problems; however, Company cannot provide any guarantee as to when a Non-Major Outage will be resolved.

### 6.2 Response Time for a Non-Major Outage

- 6.2.a E-support response time – within two (2) business days.
- 6.2.b Phone support – within one (1) business day.

## 7.0 Modifications Excluded

Company shall not be obligated to provide support or maintenance services pursuant to this Agreement with respect to any modifications to the Edupoint Products made by Licensee or to any Licensee sponsored computer program incorporating all or any part of the Edupoint Products.

## 8.0 Access to Data and Computer

On request, Licensee agrees to provide Company with printouts of the Edupoint Products or of data in storage that shows evidence of a programming error. Licensee further agrees to provide Company with access to the Application Hosting Site and further agrees to provide sufficient computer time to enable Company to duplicate the problem, determine that it results from the Edupoint Products and, after corrective action or replacement has taken place, and determine that the problem has been alleviated.

## EXHIBIT D

### IMPLEMENTATION SERVICES

This Implementation Services Exhibit is subject to and incorporates all of the provisions stated in the Edupoint Software License Agreement, between **Company** and **Licensee**.

#### 1.0 Fees

During the Term of the Agreement, Company shall provide Licensee with Implementation Services in the amount of and costs shown in Exhibit A.

#### 2.0 Additional Implementation services

Licensee may, by agreeing to changes to the scope of work through the change management process or simply as a matter of choice, purchase additional implementation services. The daily rates shown on Attachment 2 do not include travel expenses, which will be billed monthly as actually incurred not to exceed the GSA Guidelines.

#### 3.0 Flexible Resource Allocation

Company provides a System Implementation Methodology (SIM) which, based on Company's experience, represents the best practice approach to implementation, but Company also recognizes that one size doesn't fit all. The Licensee may have varying degrees of technical, support, and training resources of their own as well as varying abilities to make these resources available to contribute to the implementation project. The Licensee may have significant capacity to handle technical or training tasks itself, thereby freeing Company resources for more effort on another task such as converting additional years of historical data. Therefore, in order to allow the Licensee to make the best use of both its and Company's resources available for implementation, Company is providing this flexible resource allocation plan. The number of days shown in Exhibit A represents days of Company provided professional services reserved for the Licensee for each task of the implementation of the Edupoint Products, and the Licensee can influence how these days will be used over the course of the implementation project.

Upon the start of the implementation project the Company project team and the Licensee's core team will collaborate on the development of the Project Charter and Work Plan. This effort will result in agreement on the roles and responsibilities of both parties, which will in turn result in the most prudent allocation of both Company's and Licensee's resources. Once completed, the Project Charter and Work Plan become the baseline for the implementation project, which begins when this baseline has been established and approved by both Licensee and Company.

#### 4.0 Standard Data Conversion

Standard data conversion is defined as the conversion of the Licensee's legacy system's complete current year plus enrollment and transcript history for the prior three years. Historical special education data may be converted to PDF documents, stored and retrievable with the student's record in the Edupoint Products. Company's data conversion service includes the conversion of all data necessary to allow schools to start using the Edupoint Products, and allow complete and accurate outputs; e.g., school and district level reports for each functional category, and state and federal reports. Conversion of additional historical or other data is available at additional cost based on Company's daily rates.

#### 5.0 Third Party Integration/Interfaces

Company's system implementation methodology includes required third-party integration between the Edupoint Products and other application systems through re-use of interface/integration techniques that have already been developed by Company or which can be met by implementation project staff using available extract, transform, and load utilities/queries. Custom interfaces/integrations (between Edupoint Products and other software applications from either 3<sup>rd</sup> parties or developed by the Licensee) and custom reports are defined as any interface/integration or report which requires Company developers to write software code. Custom interfaces can be provided at additional cost based on Company's daily rates.

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### 6.0 Custom Development

Company's System Implementation Methodology is based upon Licensee implementing the Edupoint Products as a true COTS solution limiting customizations to those that can be realized through the powerful application setup flexibility built into the Edupoint Products. Licensee uses the Edupoint Products as a true COTS solution requiring no vendor customization, either before or after implementation. As such, no custom development has been included in Exhibit A. Once the COTS solution has been implemented, the Company (if initiated by Licensee) will provide its process consulting experts to work with the Licensee (using the change management process) to price and schedule any required customizations. The Licensee also has the option of licensing the Company's Synergy Technology Application Development Platform and application source code within the solution, giving the Licensee the ability to develop its own extensions and customizations to the Edupoint Products.

### 7.0 Payment Terms

#### 7.1 Payment Terms

Licensee will pay Company the Fees and Expenses monthly as incurred, net 30 days from date of invoice.

#### 7.2 Travel Expenses

Licensee agrees to pay Company for the following actual and reasonable travel expenses incurred for Company personnel to travel to Licensee's facilities: (a) unless otherwise agreed to by Licensee in writing and in advance, non-refundable, 14 days' advance purchase and coach class air fare; (b) a standard room at a moderate expense motel room within ten miles of Licensee's facilities; (c) a single, compact class, rental car for all Company employees traveling to Licensee's facilities that day; (d) meals in accordance with the Business Expense Policy attached hereto as Attachment 1; and (e) parking expense at an off-site parking vendor at the airport from which Company personnel fly to Licensee's facilities. No other travel expenses shall be paid by Licensee without Licensee's advance approval. Licensee shall not be responsible for any telephone charges.



## Exhibit E

### Beneficiary Enrollment Form and Amendment

Depositor and Iron Mountain Intellectual Property Management, Inc. ("Iron Mountain"), hereby acknowledge that \_\_\_\_\_ is the **Beneficiary** referred to in the Escrow Agreement that supports **Deposit Account Number: 36742** with Iron Mountain as the escrow agent. **Beneficiary** hereby agrees to be bound by all provisions of such Agreement, as amended herein. The last date noted on the signature blocks of this enrollment shall be the Effective Date.

Authorized Person(s) Notices Table			
Please provide the name(s) and contact information of the Authorized Person(s) under this Agreement. Please complete all information as applicable. Incomplete information may result in a delay of processing.			
DEPOSITOR		BENEFICIARY	
Print Name	Tom McGrew	Print Name	
Title	VP/CTO	Title	
Email Address	<a href="mailto:tmcgrew@edupoint.com">tmcgrew@edupoint.com</a>	Email Address	
Street Address	101 Pacifica, Suite 240	Street Address	
Province/City/State	Irvine, CA	Province/City/State	
Postal/Zip Code	92618	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	
Billing Contact Information Table			
Please provide the name and contact information of the Billing Contact under this Agreement. All Invoices will be sent to this individual at the address set forth below.			
DEPOSITOR		BENEFICIARY	
<input type="checkbox"/> <i>Check if same as Authorized Person</i>		<input type="checkbox"/> <i>Check if same as Authorized Person</i>	
Company Name	Edupoint Educational Systems, LLC	Company Name	
Print Name	Christine Baumann	Print Name	
Title	Director of Finance	Title	
Email Address	<a href="mailto:cbaumann@edupoint.com">cbaumann@edupoint.com</a>	Email Address	
Street Address	1955 S Val Vista Dr, Ste 200	Street Address	
Province/City/State	Mesa, AZ	Province/City/State	
Postal/Zip Code	85204	Postal/Zip Code	
Phone Number	480.633.7500	Phone Number	
Fax Number	480.633.7502	Fax Number	
Purchase Order #		Purchase Order #	

Beneficiary Enrollment Form Work Request				
Please check boxes to order services and to identify the Paying Party				
Service	Service Description			Paying Party
<input checked="" type="checkbox"/> Add Additional Beneficiary	Iron Mountain will fulfill a Work Request to add a new Beneficiary to an escrow deposit account in accordance with the Agreement.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> Add File List Report	Iron Mountain will fulfill a Work Request to provide a File List Test, which includes a deposit media readability analysis, a file listing, a file classification			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

## Edupoint License Agreement

	table, virus scan outputs, and assurance of completed deposit questionnaire. A final report will be sent to the Paying Party regarding the Deposit Material to ensure consistency between Depositor's representations (i.e., Exhibit B and Deposit Questionnaire) and stored Deposit Material. Deposit must be provided on CD, DVD-R, or deposited by sFTP.			
<input type="checkbox"/> <b>Add Level 1 - Inventory and Analysis Test</b>	Iron Mountain will perform an Inventory Test on the initial deposit, which includes Analyzing deposit media readability, virus scanning, developing file classification tables, identifying the presence/absence of build instructions, and identifying materials required to recreate the Depositor's software development environment. Output includes a report which will include build instructions, file classification tables and listings. In addition, the report will list required software development materials, including, without limitation, required source code languages and compilers, third-party software, libraries, operating systems, and hardware, as well as Iron Mountain's analysis of the deposit.			<input type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary
<input checked="" type="checkbox"/> <b>Add Deposit Tracking Notification</b>	At least semi-annually, Iron Mountain will send an update reminder to Depositor. Thereafter, Beneficiary will be notified of last deposit.			<input checked="" type="checkbox"/> Depositor <input type="checkbox"/> Beneficiary

IN WITNESS WHEREOF, the Parties have duly executed this Enrollment as of the Effective Date by their authorized representatives:

DEPOSITOR		BENEFICIARY	
Signature		Signature	
Print Name		Print Name	
Title		Title	
Date		Date	
Email Address		Email Address	

IRON MOUNTAIN INTELLECTUAL PROPERTY MANAGEMENT, INC.	
Signature	
Print Name	
Title	
Date	
Email Address	ipmclientservices@ironmountain.com

All notices to **Iron Mountain Intellectual Property Management, Inc.** should be sent to [ipmclientservices@ironmountain.com](mailto:ipmclientservices@ironmountain.com) OR Iron Mountain Intellectual Property Management, Inc., Attn: Client Services, 2100 Norcross Parkway, Suite 150, Norcross, Georgia, 30071, USA. Telephone: 800-875-5669. Facsimile: 770-239-9201

## Attachment 1

### BUSINESS EXPENSE POLICY

Occasionally, during the course of business employees will incur expenses on behalf of the Company. It shall be the policy of Company to reimburse employees for the cost of these expenses if they are properly authorized and documented in accordance with the following procedures:

#### Auto Expenses

The Company will assume or reimburse the employee for all reasonable personal automobile expenses incurred in carrying out work assignments.

#### Guidelines

Reimbursement for the use of the employee's own car will only be made if prior approval for the car's use has been given by the appropriate supervisor and documentation that the employee has appropriate auto insurance coverage is on file.

To receive reimbursement for miles driven on Company business, the employee must complete the mileage portion of the expense form. All mileage for the calendar month must be reported on a single expense report.

Mileage expense shall be reimbursed monthly at current IRS mileage rates.

In the event that multiple vehicles are traveling to the same destination, employees will use all reasonable effort to carpool. If an employee chooses not to carpool, based on personal discretion, Company reserves the right to not reimburse for miles driven.

#### Travel Expenses:

The Company will assume or reimburse the employee for reasonable business expenses incurred in carrying out work assignments away from their primary location.

#### Airfare

When reasonable to do so, employees should use the Company provided travel agent for booking airfare. Only coach-class tickets are reasonable, and the Company will not reimburse business- or first-class tickets or upgrades.

#### Ground Transportation

When reasonable to do so, employees should use the Company provided travel agent or direct contracts for reserving auto rentals. When appropriate, employees shall use public transportations (taxi, train, or shuttle).

#### Meals and Incidentals

The employee will be reimbursed up to a "not to exceed" amount for meal and incidental expenses at a rate set forth by the US General Services Administration's Domestic Per Diem Rates. Meals and Incidentals not to exceed amounts are calculated on a "per trip" basis. As an example, an employee traveling for four days to a location with a \$59 rate would have a trip not to exceed amount of \$236 for the trip (\$59\*4). A full day of travel will be reimbursed if the travel day begins prior to 7:00 a.m. local time, and is completed after 7:00 p.m. local time. Partial days will be reimbursed using the GSA Meals and Incidental Expense Breakdown for partial days.

When an employee is on a trip that lasts seven or more days, reasonable laundry and valet costs will be reimbursed if documented by the proper receipts.

## Attachment 2

### STANDARD BILLING RATES

Version 18, Effective January 1, 2017

Standard Billing Rates are subject to revision by Edupoint on January 1st of each year. This list includes daily rates for services performed by an Edupoint representative. Edupoint invoices its clients as services are performed and expenses are incurred. Except as noted below, all services are billed at a minimum of one-half (1/2) day's rate.

<b>Job Functions</b>	<b>Rates</b>
1) <b><u>EXECUTIVES</u></b> .....	\$2,000/Day
2) <b><u>SENIOR TECHNICAL EXPERTS</u></b> .....	\$2,000/Day
3) <b><u>PROJECT MANAGERS</u></b> .....	\$1,750/Day
4) <b><u>TECHNICAL EXPERTS</u></b> .....	\$1,500/Day
5) <b><u>SUBJECT MATTER EXPERTS</u></b> .....	\$1,500/Day
6) <b><u>DEVELOPERS</u></b> .....	\$1,500/Day
7) <b><u>DATA CONVERSION SPECIALISTS</u></b> .....	\$1,500/Day
8) <b><u>PRODUCT SPECIALISTS</u></b> .....	\$1,500/Day
9) <b><u>TRAINERS</u></b> .....	\$1,500/Day
10) <b><u>ADMINISTRATIVE SUPPORT</u></b> .....	\$750/Day

#### **NOTE:**

##### **Travel Day**

If a travel day is required the day before or the day after services are performed, the travel day will be charged at \$400/day.

##### **Expenses**

All expenses will follow the guidelines set forth in Attachment 1.



## Attachment 3

### EDUPOINT'S A LA CARTE SERVICE DESCRIPTIONS

Version 1.3

#### Systems Review – Annual Service

Systems Review is a service for self-hosted districts which provides an annual review (1 to 2 days depending on district size) of the current hardware configuration and server farm maintenance process, to ensure proper ongoing configuration and enterprise level system performance.

System Review responsibilities are limited to the Licensee's server farm (production, test, and training environments sometimes collectively referred to as the "system(s)") and load balancer supporting the Edupoint Products and include:

- Analyze operating system logs, identify potential issues and recommend course of action.
- Perform audit of operation system configuration and review process of application of operating system updates.
- Developing recommendations for any necessary modifications to the composition and configuration of the server farm that are required to maintain satisfactory application software performance levels for end users. NOTE: This includes reviewing new application functionality (including Synergy functionality, 3rd party tools and integrated applications) put in use over the course of time since the last review or initial installation, which could require configuration changes in the server farm.
- Review disaster recovery plans.
- In depth review of database server – aka Database Server Health Check – to ensure proper maintenance plans are in place, review indexing schemes, review backup strategies, check throughput of disk subsystem (e.g. local disk arrays, SAN, etc.) and overall configuration of database equipment.
- Answering technical queries during review process.

#### Backup and Disaster Recovery – Annual Service

For the Licensee's Production database and environment Company will perform the following:

- Create and Maintain disaster recovery plan and executing plan in a disaster event.
- Ensure Licensee Content is backed up to a Company managed Remote Data Center (the "Remote Data Center"), the location of which is subject to change from time to time at Company's sole discretion. Company shall retrieve each business day an electronic backup of the Licensee Content for the purpose of off-site archival in the case of disaster recovery.
- Maintain backup servers at the Remote Data Center with data communications connections between such servers and the Licensee's Data Center and maintain backups of Licensee Content at Company's Remote Data Center such that Company shall be capable of providing Remote Application Hosting Services on and from such backup servers within seventy-two (72) hours of any disruption of the Licensee's Data Center.

#### Release Management – Annual Service

For all Production, Test and Training Environments, Company will follow "Release Management Procedures" in completing changes in the products or product release levels in current use and in implementing Application Patches and Upgrades (collectively "Change Events"). These Release Management Procedures will in all cases provide for the following:

- Advance notification to the Licensee of the Change Event, its nature and expected timetable;
- Written notice of application changes and modifications to screens or code;
- Pre-testing of changes, including any modifications to screen or code in Company or Licensee non-Production environments; and
- Coordination of the implementation of the Change Event with the Licensee.

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### Systems Configuration Health Check – As requested service

For the Licensee's Production, Test and Training environments Company will perform the following:

- Make sure that the Synergy Patching Process is being implemented consistently and is done correctly.
- Review the REV\_ERROR table for issues.
- Review database tables' size and write one time and/or scheduled jobs to limit the size of tables that grow over time.
- Shrink databases if appropriate after tables are trimmed.
- Review all operating systems and database management systems updates and patches to ensure currency.

### Annual Start of School Readiness Check – As requested service

- Review the results of the New Year rollover and summer school conclusion processes and any type of mass loading of feeder school student data.
- Review the application security set up to ensure appropriate changes have been made related to new staff, new or redefined roles relative to prior year, organizational changes, etc.?
- Review the application set up to ensure consistency with changes to state or federal reporting requirements, local school district Board policy changes that may become effective within the new school year, new features and functionality within the June release.
- Review of prior year's issues reported to Edupoint's support group which turned out not to be application software defects, to determine either apparent training needs or needed set up changes.

### Process Consulting – As requested service

Company's process consulting services are available to Licensees, on a daily rate, which have completed the initial implementation of the new student information system and want to ensure that the system is being used in the manner necessary for the Licensee to gain maximum improvements in the daily work processes of school and district office staff. It is intended to answer questions such as:

- Are attendance clerks executing the daily and periodic attendance function in the most efficient manner, given the features and functions available in the new system?
- Are school principals fully using the information available via the new system to support their decisions regarding school operations and instructional effectiveness?
- Is district office staff fully utilizing the reporting and query capabilities of the new system to gain information needed for programmatic and departmental operations and management, or are they still asking schools to compile and report this information off-line?
- Are teachers fully utilizing the student and classroom management features of the new system's teacher portal and integrated grade book?

It is a universal fact that when presented with a new tool that assists people in the accomplishment of their work, most people will quickly learn and utilize the tools basic capabilities, but absent further stimulation or incentive, they will not explore the tools advanced features or develop the new more efficient work processes that are enabled by the new tool.

Company's process consultants will work with Licensee's school and district staff to identify work processes that are making less than full use of the new student information system, and then lead collaborative initiatives to intervene in these processes so that Licensee's school district gains maximum return on its new SIS investment.

Deliverables:

- A process review report, with recommendations, covering the functional areas of the new SIS established as the scope of the Process Consulting engagement.
- An Intervention Plan which addresses the recommendations developed during the process review engagement.

## Attachment 4

### NON-EMPLOYEE/AGENT ACCESS CONSENT FORM

THIS AGREEMENT is made as of \_\_\_\_\_, between <COMPANY NAME/CONTRACTOR>, <DISTRICT>, and Edupoint Educational Systems, LLC.

WHEREAS, <COMPANY NAME/CONTRACTOR> ("Contractor") is providing services for <DISTRICT>, ("District") in connection with Edupoint Educational Systems, LLC ("Edupoint") Licensed Software Products specifically set forth in Exhibit A of the Software License Agreement dated \_\_\_\_\_.

NOW, THEREFORE, in consideration of the mutual promises set forth in this Agreement, the Parties agree:

CONFIDENTIAL AND VALUABLE SUBSTANCE – Contractor recognizes that the Licensed Software Products have substantial monetary value and are considered TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL. Edupoint is desirous of maintaining rigorous control over the Licensed Software Products. Contractor, therefore, agrees that it will exercise due care to prevent disclosure of the Licensed Software Product to any third party.

1. Contractor shall ensure that any identification labels or legal notices contained in or on any of the Licensed Software Products are not altered, modified, suppressed, or in any other way made inconspicuous.
2. Contractor shall restrict access to the Licensed Software Product to only those employees of the Contractor who must have such access in order to perform their specific duties or obligations pursuant to the Contractor's business. Contractor agrees to take all necessary and proper precautions to ensure that unnecessary and unauthorized access to the Licensed Software Products by its employees does not occur.
3. Contractor agrees that it will take all reasonable precautions to ensure that non-Contractor personnel, including non-employee agents of Contractor, do not obtain access to or knowledge of the Confidential information without first obtaining the express written consent of Edupoint. Edupoint agrees that it will not unreasonably withhold such consent.
4. Contractor shall treat the ideas and expressions contained in the Licensed Software Products as TRADE SECRET, PROPRIETARY, and/or CONFIDENTIAL and belonging solely to Edupoint and shall not, without the prior written permission of Edupoint, copy or duplicate any physical embodiments of the Licensed Software Products (except as required for security and archival or escrow purposes).
5. Contractor agrees to notify Edupoint immediately, in writing, of any unauthorized possession, use, or disclosure of any of the Licensed Software Products. Contractor shall promptly furnish Edupoint with full details of such possession, use, or disclosure; assist in preventing any recurrence thereof; and cooperate with Edupoint in any litigation or other proceedings deemed necessary by Edupoint to protect Proprietor's rights.

NO LICENSE - Nothing in this Agreement is intended to grant any rights to Contractor under any patent, mask work right or copyright of Edupoint, nor shall this Agreement grant Contractor any rights in or to Confidential Information except as expressly set forth herein.

TERM - This Agreement shall survive until the termination of the License Agreement.

REMEDIES - The Contractor acknowledge that in the event of any breach or threatened or reasonably anticipated breach of this Agreement, the resulting damage to Edupoint would be difficult or impossible to quantify and remedy at law, and therefore, in addition to any other rights or remedies available hereunder, Edupoint shall be entitled to injunctive and other equitable relief and to recover from Contractor its reasonable attorneys' fees and costs incurred in connection with enforcement of this Agreement.

## Edupoint License Agreement

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MISCELLANEOUS - This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns. This Agreement shall be governed by the laws of the State of California, without reference to conflict of laws principles. This document contains the entire agreement between the parties with respect to the subject matter hereof. Any failure to enforce any provision of this Agreement shall not constitute a waiver thereof or of any other provision hereof. This Agreement may not be amended, nor any obligation waived, except by a writing signed by the parties hereto.

**Edupoint Educational Systems, LLC**

**<Company Name/Contractor>**

**<District>**

## Attachment 5

### CHANGE MANAGEMENT PROCEDURE

Version 1.2

Whichever party to this Agreement identifies a potential change to the Edupoint Products or the Project Charter and Work Plan, that party will document the potential change, thereby initiating a change request under this process. The change request will be presented to the Licensee's project management for approval to proceed with an initial analysis by Company.

Once the Licensee has authorized the change request, Company will proceed with an initial analysis and complete the initial change request by specifying the change type, feasibility analysis, initial estimate of the cost to first develop detailed specifications and then implement the change, and potential impact an effort to execute the change would have on already adopted project timelines. Company will complete this initial analysis at no cost to the Licensee.

Company will present the results of the initial analysis to the Licensee's team and that team will, if it decides to move the change request forward in this process, authorize Company to proceed with the development of detailed specifications and finalization of cost and timeline impacts.

Company will, if the change request is authorized by the Licensee, proceed with the development of functional and other detailed specifications with the full aid and assistance of appropriate Licensee staff. Company will also finalize the initial cost estimate into a cost commitment, and determine the timeline required to implement the change. All of this information will be presented to the Licensee, as a final change request. Costs incurred by Company in preparation of the final change request will be applied as a credit to the actual costs of implementing the change should the Licensee move forward with the change, except in the case of custom development work. For custom development, the following guidelines apply:

1. If the Licensee authorizes completion of the customization work, the cost to create the Functional Specifications Document (FSD) will be discounted by 50 percent and will be payable upon delivery of the customization.
2. If the quote provided following receipt of the FSD approval exceeds the customization estimate by 50 percent or more, and the Licensee therefore elects not to authorize the customization, the cost of the FSD will be discounted by 50 percent.

Otherwise the Licensee will be responsible for these costs, and will pay Company as per the payment terms provided in this Agreement.

## Attachment 6

### DATA CENTER INFRASTRUCTURE – ANALYSIS AND DOCUMENTATION

AKA Site Survey – Contract Reference Section 4.2.a (Version 17.0)

This process description and related forms are to be used by Edupoint staff when implementing SYNERGY under either the **Self-Hosting** or **Local-Hosting** operating models (see Edupoint's Software License Agreement – Perpetual or Subscription, for details associated with these two operating models). **Note: Edupoint does not offer hosting services using the Oracle database platform.**

The purpose of this site survey is to provide assurance that SYNERGY will operate reliably when installed in a client's data center under either the **self-hosting** operating model **or** the **local hosting** operating model, but with one significant difference.

- **Under the self-hosting operating model**, while Edupoint is expected to provide sound advice and technical assistance related to the sizing, configuration, and integration of the client-purchased SYNERGY-related computing resources into the client's data center, the ultimate responsibility (operational and financial) for ensuring that the SYNERGY-related computing resources are properly sized, configured, and integrated into a properly established data center infrastructure is the clients.
- **Under the local hosting operating model**, Edupoint is contractually obligated and financially responsible for ensuring that the resulting SYNERGY-based student information system solution provides reliable services to all end users at acceptable levels of performance, even during peak load periods. Edupoint will size, configure, install, and administer the SYNERGY-based SIS solution (hardware-servers and load balancers and anything else required, systems software, third party application software if necessary, and the SYNERGY application software suite itself) and will therefore be responsible for ensuring system availability 24/7. Since the SYNERGY-based SIS solution will be physically located within the client's data center, Edupoint must take steps to be certain that the client's data center is appropriately configured prior to installing the SYNERGY-based SIS solution.

As per Section 4.2.a of Edupoint's Software License Agreement, the site survey can be performed by the client or an agent hired by the client, or at the client's request Edupoint will perform the site survey and bill the cost of the survey to the client as an additional charge. In any case, the completed site survey document establishes the baseline for the data center infrastructure. Edupoint must review the completed site survey document and either accept the survey as-is or prepare a report to the client noting the deficiencies within the data center infrastructure that the client must correct (at the client's expense) before Edupoint will install the SYNERGY-based SIS solution. Correction of deficiencies will be reflected upon the site survey, which will be signed off by both the client and Edupoint. Neither party will be allowed to modify the data center infrastructure after this sign-off without the concurrence of the other party.

The process steps for completing the site survey task are as follows:

1. Edupoint staff to prepare a preliminary configuration of the SYNERGY-based SIS solution, which is shared with the client.
2. Discuss the site survey with the client and determine how the client will complete the survey; self-survey, hire an agent to perform the survey, or ask Edupoint to complete for an additional cost (daily rate and travel expenses)?
3. Discuss with client and establish the target date for the completion of the survey.
4. When survey is complete, Edupoint staff to review the survey document, confirm the document's completeness and accuracy, note any deficiencies within the client's data center infrastructure, and determine the fit between the preliminary configuration of the SYNERGY-based solution and the client's data center infrastructure. Convey any deficiencies to the client and get agreement on the client's plan for correcting all noted deficiencies. Repeat this step if necessary.
5. Edupoint staff confirm resolution of all deficiencies and prepare the final version of the site survey, and get sign-offs by both client and Edupoint management staff. **Final configuration of the SYNERGY-based SIS solution and installation of the configuration cannot begin until the site survey is signed off.**

## Edupoint License Agreement

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The elements that must be included within the site survey and the critical questions that must be answered are as follows:

- **Space** – Is there sufficient space within the data center to house the SYNERGY-based SIS solution?
- **Environmental Controls** – Are heat and humidity control systems sufficient to ensure reliable performance of the SYNERGY-based SIS solution and protect equipment from damage?
- **Electrical Power** – Are the quantity, quality, and distribution of electrical power within the data center sufficient to meet the needs of the SYNERGY-based SIS solution? Is there backup power sufficient to allow orderly shutdown of the SYNERGY-based SIS solution? Is there backup power generation capable of allowing ongoing operation of the SYNERGY-based SIS solution for protracted power outages?
- **Cable Routing** – Are there sufficient cable trays (either overhead or under raised flooring) to handle the cabling associated with the SYNERGY-based SIS solution?
- **Fire Protection** – Are there functioning smoke detectors for early warning of a developing fire? Are there fire suppression systems?
- **Security** – Is physical access to the data center adequately controlled?
- **Telecommunications Network** – What is the available capacity of routers and switches that transport traffic between servers and the outside world? What level of redundancy is built into the existing telecommunications infrastructure?
- **Data Center Management Tools** – What monitoring and management tools (software and/or hardware) are currently installed and in use in the client's data center?
- **Systems Administration Capacity** – What human resources are available to assist Edupoint in ongoing systems administration functions?
- **Disaster Recovery** – Is there a disaster recovery (aka business continuity) plan, and is it current and viable?

While in the final analysis the site survey must provide a definitive written answer to each of the above critical questions, the answer alone does not satisfy the requirements for the site survey. For each of the ten elements, documentation must either be secured or created that fully describes the current data center environment relative to each of the ten elements. This documentation will serve as the basis for the written analysis upon which the answer to each of the ten critical questions must be based.

Once the site survey is signed-off, a copy of the analysis and documentation must be secured by each party since it will serve not only as the foundation for Company's computing resources that will be installed in the data center, but also as the baseline for the resolution of future questions and/or disputes that may arise in the event system performance or reliability becomes an issue. Both parties must understand that neither party may unilaterally modify any element of the data center infrastructure, and that any modifications that are made by mutual agreement of both parties must be reflected in the baseline analysis and documentation.

## Edupoint License Agreement

Amendment 1  
To  
**EDUPOINT SOFTWARE LICENSE AGREEMENT**

**SUBSCRIPTION**

Version 17.0

- Exhibit A is amended as follows:  
License will begin upon the start of the SIS project and once the software is loaded into the cloud hosting environment. Company will invoice Licensee at this time.
- The Analytics module requires the full implementation of Synergy Student Information System. The Analytics module will be implemented once Synergy Student Information System is fully implemented and will be billed at that time. This will occur no earlier than July 2021. Analytics is priced as follows:

EXHIBIT A - Software Subscription License Agreement  
Pacific Grove Unified SD (CA)  
Total Cost by Product and Service

Synergy® Student Educational Platform						
The following Edupoint Products and associated documentation are licensed to Licensee pursuant to this Agreement:						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
<b>Synergy® Analytics</b>						
Analytics (Included)	\$7,841	\$8,037	\$8,238	\$8,444	\$8,655	\$41,215
<b>Professional Services by Staff</b>						
	Days	Unit Cost	List Cost	Discount %		Total
- Subject Matter Experts	7	\$1,500	\$10,500			\$10,500
- Product Specialists	3	\$1,500	\$4,500			\$4,500
- Trainers	1	\$1,500	\$1,500			\$1,500
<b>Total Professional Services by Staff</b>			<b>\$16,500</b>			<b>\$16,500</b>
<b>Total Five Year Cost (excluding estimated expenses):</b>						<b>\$57,715</b>

- The following price holds are valid until August 31, 2021:

EXHIBIT A - Software Subscription License Agreement  
Pacific Grove Unified SD (CA): Price hold for Inspect Item Bank and Grade Cam till Aug 2021 PricerV19C19  
Total Cost by Product and Service

3rd Party Subscription Software						
	Year 1	Year 2	Year 3	Year 4	Year 5	Total
- Test Item Bank (Inspect)	\$4,621	\$4,737	\$4,855	\$4,976	\$5,101	\$24,290
- GradeCam	\$1,673	\$1,715	\$1,757	\$1,801	\$1,846	\$8,792
<b>Sub-Total 3rd Party Subscription License</b>	<b>\$6,294</b>	<b>\$6,452</b>	<b>\$6,612</b>	<b>\$6,777</b>	<b>\$6,947</b>	<b>\$33,082</b>
<b>Total Five Year Cost (excluding estimated expenses):</b>						<b>\$33,082</b>

All other terms, conditions and provisions to the Software License Agreement remain in force and unchanged.

Edupoint Educational Systems  
1955 S. Val Vista Drive, Suite 200  
Mesa, AZ 85204  
(480) 633-7500, (800) EDUPOINT  
Fax (480) 633-7501

Pacific Grove Unified School District  
435 Hillcrest Avenue  
Pacific Grove, CA 93950-4398  
(831) 646-6553

Rob Wilson  
Printed Name                      President  
Title

Printed name                      Title

Signature                      Date Signed

Signature                      Date Signed





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

**SUBJECT:** 2020–21 School Calendar and 2021-22 School Calendar (2-year model)

**DATE:** February 13, 2020

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

**RECOMMENDATION:**

The Administration on behalf of the Calendar Committee recommends that the Board approve the 2020-21 and 2021-22 school year calendar or direct staff to other options.

**BACKGROUND and INFORMATION:**

The calendar is a negotiable item. The calendar committee consisting of two PGTA members, two CSEA members, and two Administrators, met to create two calendar options. Four options (2 for each year) were presented to employees and voted on through a survey. Of those who participated, PGTA represented 53.8%, CSEA 34.2%, Confidential 4.4% and Non Represented 7.6% of the vote.

This item represents a 2-year calendar model. In each calendar all holidays are represented, there is a full week for Fall Break, a full week for the President's Holiday and a full week for Spring Break. Each calendar maintains a 180-day instructional calendar with students having minimum days or a day off prior to Thanksgiving, and minimum student days prior to Winter Break and before Spring Break. This calendar also maintains Fall Break away from the weekend of the Butterfly Parade which is optimal for teachers and families.

Each calendar option and descriptions of the variances between each are included in this item. Additional information is forthcoming.

**FISCAL IMPACT:**

Adoption of these calendars meets all of the State requirements for funding as students will be in class for 180 days as required and teachers will work 185 days except for new teachers who will work 186 days, consistent with current contract language. There is no adverse fiscal impact resulting from the adoption of the calendars as proposed.

## Here are the differences between the two options for 2020-21

### Option 1

First Certificated professional development day is on Monday, Aug. 3, during the first week of school

School begins on Thursday, Aug. 6.

The Wednesday before Thanksgiving, Nov. 25, is a minimum day for students, and an early release day for Classified employees.

Last Day of School is May 28, a minimum day for students

Last Day of School is May 28

*First Semester = 88 Student Days*

*Second Semester = 92 Student Days*

### Option 2

First Certificated professional development day is on Friday, July 31.

School begins on Wednesday, Aug. 5.

There is no school the Wednesday, Nov. 25, before Thanksgiving

The day after Winter Break, Jan. 4, is a teacher work day

Last Day of School is May 28, a minimum day for students, and an early release day for Classified employees

*First Semester = 88 Student Days*

*Second Semester = 92 Student Days*

## Here are the differences between the two options for 2021-22

### Option 1

First Certificated professional development day is on Monday, Aug. 2, during the first week of school

School begins on Thursday, Aug. 5

The Wednesday before Thanksgiving, Nov. 24, is a minimum day for students, and an early release day for classified employees.

Monday Jan. 3 is a National Holiday - entire district is off

Teachers and students return to work on Tuesday, Jan. 4 (no work day after Winter Break)

Last Day of School is May 27

Tuesday May 31 (day after Memorial Day) is a teacher work day

*First Semester = 88 Student Days*

*Second Semester = 92 Student Days*

### Option 2

First Certificated professional development day is on Friday, July 30

School begins on Wednesday, Aug. 4

The Wednesday before Thanksgiving, Nov. 24, is a minimum day for students, and an early release day for classified employees.

Monday Jan. 3 is a National Holiday - entire district is off

The day after Winter Break (Tuesday, Jan. 4) is a teacher work day

Students return to school on Wednesday, Jan. 5

Last Day of School is May 27

*First Semester = 89 Student Days*

*Second Semester = 91 Student Days*

# Pacific Grove Unified School District - Option 1 - 2020-2021

## 180 Day School Calendar

## Date Event

	M	T	W	TH	F		
July 2020	27	28	29	30	31	7/31	New Hire Orientation
August 2020	3	4	5	6	7	8/3	Professional Development Day (Non Student Day)
	10	11	12	13	14	8/4	Welcome
	17	18	19	20	21	8/5	Teacher Prep Day (Non Student Day)
	24	25	26	27	28	8/6	First Day of School
	31	1	2	3	4		
Sept 2020	7	8	9	10	11	9/7	Labor Day Holiday
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	1	2		
Oct 2020	5	6	7	8	9	10/3	Butterfly Parade
	12	13	14	15	16	10/9	End of 1st Quarter (46 days)
	19	20	21	22	23	10/12-10-16	Fall Break
	26	27	28	29	30		
Nov 2020	2	3	4	5	6		
	9	10	11	12	13	11/11	Veterans day Holiday
	16	17	18	19	20	11/25	Minimum Day for Students and Classified Staff
	23	24	25	26	27	11/26-11/27	Thanksgiving Holiday
	30	1	2	3	4		
Dec 2020	7	8	9	10	11	12/18	End of 2nd Quarter (42 days)
	14	15	16	17	18	12/18	End of 1st Semester (88 days)
	21	22	23	24	25	12/18	Minimum Day for Students and Classified Staff
	28	29	30	31	1	12/21-1/1	Winter Break
Jan 2021	4	5	6	7	8	12/21-1/1	Winter Break
	11	12	13	14	15	1/4	Teacher Prep Day (Non Student Day)
	18	19	20	21	22	1/18	Martin Luther King Holiday
	25	26	27	28	29		
Feb 2021	1	2	3	4	5		
	8	9	10	11	12		
	15	16	17	18	19	2/15-2/19	Presidents' Holiday
	22	23	24	25	26	2/22	Preofessional Development Day (Non Student Day)
March 2021	1	2	3	4	5		
	8	9	10	11	12	3/12	End of 3rd Quarter (42 days)
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31	1	2		
April 2021	5	6	7	8	9	4/9	Minimum Day for Students and Classified Staff
	12	13	14	15	16	4/12-4/16	Spring Break
	19	20	21	22	23		
	26	27	28	29	30		
May 2021	3	4	5	6	7		
	10	11	12	13	14	5/28	End of 4nd Quarter ( 50 days)
	17	18	19	20	21	5/28	End of 2nd Semester ( 92 days)
	24	25	26	27	28	5/28	Last Day of School
	31					5/31	Memorial Day
	First Day/Last Day of School						
	Professional Development Day/Teacher Prep Day						
	Welcome						
	Minimum Day for Students and Classified Staff (3 total)						

185 Work Days - Current Teachers

186 Work Days - New Teachers

Instructional Days 180



# Pacific Grove Unified School District - Option 1 - 2021-2022

## 180 Day School Calendar

	M	T	W	TH	F	Date	Event
July 2021	26	27	28	29	30	7/30	New Hire Orientation
Aug 2021	2	3	4	5	6	8/2	Professional Development Day (Non Student Day)
	9	10	11	12	13	8/3	Welcome
	16	17	18	19	20	8/4	Teacher Prep Day (Non Student Day)
	23	24	25	26	27	8/5	First Day of School
	30	31	1	2	3		
Sept 2021	6	7	8	9	10	9/6	Labor Day Holiday
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	1		
Oct 2021	4	5	6	7	8	10/2	Butterfly Parade
	11	12	13	14	15	10/8	End of 1st Quarter (46 days)
	18	19	20	21	22	10/11-10/15	Fall Break
	25	26	27	28	29		
Nov 2021	1	2	3	4	5		
	8	9	10	11	12	10/10	Veterans day Holiday
	15	16	17	18	19	11/24	Minimum Day for Students and Classified Staff
	22	23	24	25	26	11/25-11/26	Thanksgiving Holiday
	29	30	1	2	3		
Dec 2021	6	7	8	9	10	12/17	End of 2nd Quarter (42 days)
	13	14	15	16	17	12/17	End of 1st Semester (88 days)
	20	21	22	23	24	12/17	Minimum Day for Students and Classified Staff
	27	28	29	30	31	12/20-1/3	Winter Break
Jan 2022	3	4	5	6	7	12/21-1/3	Winter Break
	10	11	12	13	14		
	17	18	19	20	21	1/17	Martin Luther King Holiday
	24	25	26	27	28		
Feb 2022	31	1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	18	2/14-2/18	Presidents' Holiday
	21	22	23	24	25	2/21	Professional Development Day (Non Student Day)
March 2022	28	1	2	3	4		
	7	8	9	10	11	3/11	End of 3rd Quarter (42 days)
	14	15	16	17	18		
	21	22	23	24	25		
April 2022	28	29	30	31	1		
	4	5	6	7	8	4/8	Minimum Day for Students and Classified Staff
	11	12	13	14	15	4/11-4/15	Spring Break
	18	19	20	21	22		
May 2022	25	26	27	28	29		
	2	3	4	5	6	5/27	End of 4th Quarter ( 50 days)
	9	10	11	12	13	5/27	End of 2nd Semester ( 92 days)
	16	17	18	19	20	5/27	Last Day of School
	23	24	25	26	27	5/30	Memorial Day
	30	31				5/31	Teacher Prep Day (Non Student Day)

First Day/Last Day of School

Professional Development Day/Teacher Prep Day

Welcome

Minimum Day for Students and Classified Staff (3 total)

Breaks

Holiday (8 total)

Local Holiday (5 total)

185 Work Days - Current Teachers

186 Work Days - New Teachers

Instructional Days 180

# Pacific Grove Unified School District - Option 2 - 2020-2021

## 180 Day School Calendar

						Date	Event
July 2020	M	T	W	TH	F	7/30	New Hire Orientation
	27	28	29	30	31	7/31	Professional Development Day (Non Student Day)
August 2020	3	4	5	6	7	8/3	Welcome
	10	11	12	13	14	8/4	Teacher Prep Day (Non Student Day)
	17	18	19	20	21	8/5	First Day of School
	24	25	26	27	28		
	31	1	2	3	4		
Sept 2020	7	8	9	10	11	9/7	Labor Day Holiday
	14	15	16	17	18		
	21	22	23	24	25		
	28	29	30	1	2		
Oct 2020	5	6	7	8	9	10/3	Butterfly Parade
	12	13	14	15	16	10/9	End of 1st Quarter (47 days)
	19	20	21	22	23	10/12-10/16	Fall Break
	26	27	28	29	30		
Nov 2020	2	3	4	5	6		
	9	10	11	12	13	11/11	Veterans day Holiday
	16	17	18	19	20	11/25	Thanksgiving Break
	23	24	25	26	27	11/26-11/27	Thanksgiving Holiday
	30	1	2	3	4		
Dec 2020	7	8	9	10	11	12/18	End of 2nd Quarter (41 days)
	14	15	16	17	18	12/18	End of 1st Semester (88 days)
	21	22	23	24	25	12/18	Minimum Day for Students and Classified Staff
	28	29	30	31	1	12/21-1/4	Winter Break
Jan 2021	4	5	6	7	8	12/20-1/4	Winter Break
	11	12	13	14	15	1/4	Teacher Prep Day (Non Student Day)
	18	19	20	21	22	1/18	Martin Luther King Holiday
	25	26	27	28	29		
Feb 2021	1	2	3	4	5		
	8	9	10	11	12	2/12	Minimum Day for Students and Classified Staff
	15	16	17	18	19	2/15-2/19	Presidents' Holiday
	22	23	24	25	26	2/22	Professional Development Day (Non Student Day)
March 2021	1	2	3	4	5		
	8	9	10	11	12	3/12	End of 3rd Quarter (42 days)
	15	16	17	18	19		
	22	23	24	25	26		
	29	30	31	1	2		
April 2021	5	6	7	8	9	4/9	Minimum Day for Students and Classified Staff
	12	13	14	15	16	4/12-4/16	Spring Break
	19	20	21	22	23		
	26	27	28	29	30		
May 2021	3	4	5	6	7		
	10	11	12	13	14	5/28	End of 4th Quarter ( 50 days)
	17	18	19	20	21	5/28	End of 2nd Semester ( 92 days)
	24	25	26	27	28	5/28	Last Day of School
	31					5/31	Memorial Day

	First Day/Last Day of School
	Professional Development Day/Teacher Prep Day
	Welcome
	Minimum Day for Students and Classified Staff (3 total)

	Breaks
	Holiday (8 total)
	Local Holiday (5 total)

185 Work Days - Current Teachers

186 Work Days - New Teachers

Instructional Days 180



# Pacific Grove Unified School District - Option 2 - 2021-2022

## 180 Day School Calendar

	M	T	W	TH	F	Date	Event
July 2021	26	27	28	29	30	7/29	New Hire Orientation
						7/30	Professional Development Day (Non Student Day)
Aug 2021	2	3	4	5	6	8/2	Welcome
	9	10	11	12	13	8/3	Teacher Prep Day (Non Student Day)
	16	17	18	19	20	8/4	First Day of School
	23	24	25	26	27		
	30	31	1	2	3		
Sept 2021	6	7	8	9	10	9/6	Labor Day Holiday
	13	14	15	16	17		
	20	21	22	23	24		
	27	28	29	30	1		
Oct 2021	4	5	6	7	8	10/2	Butterfly Parade
						10/8	End of 1st Quarter (47 days)
	11	12	13	14	15	10/11-10/15	Fall Break
	18	19	20	21	22		
Nov 2021	25	26	27	28	29		
	1	2	3	4	5		
	8	9	10	11	12	10/10	Veterans day Holiday
	15	16	17	18	19	11/24	Minimum Day for Students and Classified Staff
	22	23	24	25	26	11/25-11/26	Thanksgiving Holiday
Dec 2021	29	30	1	2	3		
	6	7	8	9	10	12/17	End of 2nd Quarter (42 days)
	13	14	15	16	17	12/17	End of 1st Semester (89 days)
	20	21	22	23	24	12/17	Minimum Day for Students and Classified Staff
Jan 2022	27	28	29	30	31	12/20-1/3	Winter Break
	3	4	5	6	7	12/20-1/3	Winter Break
	10	11	12	13	14	1/4	Teacher Prep Day (Non Student Day)
	17	18	19	20	21	1/17	Martin Luther King Holiday
	24	25	26	27	28		
Feb 2022	31	1	2	3	4		
	7	8	9	10	11		
	14	15	16	17	18	2/14-2/18	Presidents' Holiday
	21	22	23	24	25	2/21	Professional Development Day (Non Student Day)
March 2022	28	1	2	3	4		
	7	8	9	10	11	3/11	End of 3rd Quarter (41 days)
	14	15	16	17	18		
	21	22	23	24	25		
April 2022	28	29	30	31	1		
	4	5	6	7	8	4/8	Minimum Day for Students and Classified Staff
	11	12	13	14	15	4/11-4/15	Spring Break
	18	19	20	21	22		
May 2022	25	26	27	28	29		
	2	3	4	5	6	5/27	End of 4th Quarter ( 50 days)
	9	10	11	12	13	5/27	End of 2nd Semester ( 91 days)
	16	17	18	19	20	5/27	Last Day of School
	23	24	25	26	27	5/30	Memorial Day
	30	31					

	First Day/Last Day of School
	Professional Development Day/Teacher Prep Day
	Welcome
	Minimum Day for Students and Classified Staff (3 total)

	Breaks
	Holiday (8 total)
	Local Holiday (5 total)

185 Work Days - Current Teachers

186 Work Days - New Teachers

Instructional Days 180

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

**SUBJECT:** Contract for Services with David Sonderegger for E-RATE Consultant Services

**DATE:** February 13, 2020

**PERSON(S) RESPONSIBLE:** Jonathan Mejia, Technology Systems Coordinator

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**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with David Sonderegger to provide E-RATE Consultant services to the district. Proposal for adding additional hours to our E-Rate consultant David Sonderegger

**BACKGROUND:**

The District has used David Sonderegger since 2013 as an E-RATE consultant. At the beginning of the 2019-2020 school year David proposed expert consulting services designed to secure federal funding for Internet Service including Enhanced Firewall protection during the 2019-2020 fiscal year and beyond. This proposed contract is for additional work that includes evaluating the possibility of applying for funding for other equipment and services for the 2020-2021 fiscal year, depending on District requirements and budgets. At the time of the original proposal there were no plans to do a network upgrade.

**INFORMATION:**

The District's network upgrade project poses a lot more hours of work for Mr. Sonderegger as there are many forms to file and research; the District can possibly secure an estimated \$155,000 in E-RATE dollars to off-set the expected costs of upgrading the network.

This project came after David submitted his original proposal and this would be an extension of hours to that contract.

**FISCAL IMPACT:**

General Fund \$8,000 not previously budget.



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

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

**1. Scope of Service:**

Assist with e-Rate filing, CTF, and general telecom management as needed to optimize the value of expenditures and funding programs in Category 2 which includes application for equipment for 2020-2021, per details in Proposal for Consulting – Additional Hours, dated November 7, 2019 attached hereto and made a part hereof.

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

Approximately \$100,000 in funds to be used for district-wide network upgrade.

**3. Length of the Contract:**

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

January 1, 2020- June 31, 2020

**4. Financial Consideration:**

Consultant to be paid at the rate of:

\$125 per hour not to exceed the total sum of \$8,000

School Funding Source: General Fund 01

Account Code: 01-0000-0-0000-7300-5800-00-009-6120-0720

Consultant (Please print): David Sonderegger Email: dwsonde@comcast.net

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

Signed David W. Sonderegger Date 2/5/2020

☐ District Employee      X ☒ Independent Consultant

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

Site/Program Administrator (Check appropriate box below)

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

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

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

Director of Human Resources

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

Assistant Superintendent

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

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

**Proposal for Consulting - Additional Hours**  
**Pacific Grove Unified School District**  
 Submitted by  
**David Sonderegger, Independent Consultant**  
 November 7, 2019

In June of 2019 the attached proposal was provided for E-Rate Consulting Services. That proposal was eventually accepted and approved by the Board of Education. A contract was signed, a purchase order was issued, and work has begun.

The contract included time for exploring a potential 2020 application for Category Two Funding for network equipment and cabling upgrades throughout the District. I have since met with District Technology Director Jonathan Mejia and we have identified several such projects. We have already identified an advantageous contracting vehicle and vendor for most of the work and have developed site-specific E-Rate budgets based on October 2019 attendance.

District staff is now in the early process of design and cost estimates for multiple projects. We expect to receive approximately \$100,000 in E-Rate funding to help cover those costs.

We are also working on an RFP for new equipment to replace outdated routers currently used to make the District's private fiber network functional. E-Rate will pay 40% of the cost of that project as Category One, which is in addition to the \$100,000 mentioned above. Although we do not yet have a design or costs, it is not unreasonable to expect the cost to be \$50,000 and funding to be around \$20,000.

**Additional Hours and Budget Needed:**

Based on experience I expect the additional work associated with planning and filing for the funding described above will be approximately 64 hours, or eight hours per month, through June of 2020. At \$125 per hour that will require an additional \$8,000 to be added to the agreement and/or purchase order. Please keep in mind that this is a budgetary estimate only and that the actual number of hours required may vary depending on the E-Rate review process and other issues.

I appreciate your interest and look forward to working with you if my proposal for additional hours is accepted. Please let me know if you have questions or need additional information.

Thank you.

David Sonderegger, M.B.A.  
 Registered E-Rate Consultant

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

**SUBJECT: REVISED** Board Calendar/Future Meetings

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board review and possibly modify the schedule of meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

**BACKGROUND:**

The Board has approved Bylaw 9320, which states that regular Board meetings be held on the first and third Thursday of each month, from August through June. At the annual organizational meeting held in December, Trustees approves the meeting calendar as presented. The calendar is reviewed at each Board meeting.

**INFORMATION:**

Changes to the Board meeting dates must be approved by a majority vote of the Trustees.

## Board Meeting Calendar, 2019-20 School Year

Jan. 16	<b>Regular Board Meeting</b> ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2020-21 ✓ Property Tax Update	Adult School (School Site Visit)
Jan. 23	<b>Regular Board Meeting</b> ✓ School Accountability Report Cards	Community High School (School Site Visit)
Feb. 13	<b>Regular Board Meeting</b> ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Board Priorities for 2020-21 Instructional Program Design ✓ Possible Personnel Action (RIF) ✓ Quarterly Facilities Project Updates*	District Office
Mar. 5	<b>Regular Board Meeting</b> ✓ Second Interim Report ✓ Budget Revision #3 ✓ Open House Schedules Reviewed	District Office
Mar. 19	<b>Regular Board Meeting</b> ✓ Budget Projections and Assumptions ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office
Apr. 2	<b>Regular Board Meeting</b> ✓ Review of Strategic Plan and LCAP ✓ Approve 2020-21 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update	District Office
April 23	<b>Regular Board Meeting</b> ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Review of Facilities Depreciation Schedule ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Begin Superintendent Evaluation	District Office
May 7	<b>Regular Board Meeting</b> ✓ Continue Superintendent Evaluation ✓ Final Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ Governance Handbook 2020-21	District Office
May TBD <i>*If Needed</i>	<b>Special Board Meeting</b> ✓ Budget Update	District Office
May 21	<b>Regular Board Meeting</b> ✓ Week of the CSEA Employee ✓ Retiree Reception ✓ Review Bell Schedule for 2020-21 ✓ Complete Superintendent's Evaluation ✓ Identify Board Member Representatives for Graduations ✓ Review Facility Use Fee Schedule ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Quarterly Facilities Project Updates*	District Office
June 4	<b>Regular Board Meeting</b> ✓ LCAP Public Hearing ✓ 2020-21 Budget Public Hearing	District Office

June 18	<div data-bbox="418 142 699 176"><b>Regular Board Meeting</b></div> <div data-bbox="1208 142 1369 176">District Office</div> <ul style="list-style-type: none"> <li>✓ Adopt Budget for 2020-21</li> <li>✓ Approval of LCAP</li> <li>✓ Approval of Contracts and Purchase Orders for 2020-21</li> <li>✓ Review of Legal Services Costs</li> <li>✓ Solicitation of Funds Report</li> <li>✓ Consolidated Application</li> </ul>
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*\* Quarterly Facilities Projects Update as needed*

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

**SUBJECT:** Review of Budget Development Calendar for 2020-21

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board review the Budget Development Calendar for fiscal year 2020-21.

**BACKGROUND:**

The development of the annual budget is an important process that helps to ensure fiscal solvency and the achievement of the District's educational goals. This Budget Development Calendar delineates critical dates and milestone during the developmental process of a budget.

**INFORMATION:**

The budget development process begins early so that timely decisions can be made to adjust existing programs (or not) and to evaluate any new expenditure proposals for possible inclusion in the Adopted Budget.

Dates of scheduled Regular Board Meetings indicated in **bold**:

January 10, 2020	Governor releases proposal for the 2020-21 budget/fiscal year
<b>January 16, 2020</b>	Review of District Enrollment Projections for 2020-21; Board reviews December property tax revenue and overall tax projections for 2019-20 and 2020-21
<b>January 23, 2020</b>	Presentation of the 2018-19 Annual Audit Report by the District's Independent auditor, and acceptance of the report by the Board; Assistant Superintendent updates the Board on the Governor's proposed budget for 2020-21
January 29, 2020	Staff members attend Governor's Budget Workshop presented by Capitol Advisors at Monterey County Office of Education (MCOE)
<b>March 5, 2020</b>	Assistant Superintendent presents 2019-20 Second Interim to the Board
March 2 - 20, 2020	Business Services meets with Directors and site principals on program and site budgets for 2020-21

<b>March 19, 2020</b>	Board discusses and reviews components of the District Budget
May 15, 2020 (tentative)	Governor proposes 2020-21 state budget revisions in “May Revise”
<b>June 4, 2020</b>	Preliminary 2020-21 District Budget and Local Control Accountability Plan (LCAP) draft presented to Board
<b>June 18, 2020</b>	Governing Board holds public hearing on 2020-21 proposed budget and adopts District Budget; Board also holds hearing on 2020-21 LCAP and adopts LCAP report
July 1, 2020	Date by which the Board of Education must approve the 2020-21 annual budget and adopt the LCAP report

**FISCAL IMPACT:**  
None



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

**SUBJECT:** Facilities Use Joint Use Agreement with City of Pacific Grove

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The District Administration recommends the Board review and provide feedback on the Facilities Use Joint Use Agreement with the City of Pacific Grove.

**BACKGROUND:**

Throughout the years the City of Pacific Grove and PGUSD have used one another's facilities without a formal agreement in place. Approximately six months ago both entities agreed that it would be in the best interest to formalize a joint use agreement. The agreement puts in writing how each entity wants to deal with fees, custodial, coverage, building identification, insurance requirements, etc. Staff from each entity drafted an agreement and received approval from upper management and legal to move forward in the approval process.

**INFORMATION:**

District staff anticipates this will be the first of several times this item will be on the agenda for comments before it is approved. Both entities elected officials (PGUSD Board of Trustees and Pacific Grove City Council) will have the opportunity to comment on the agreement before it is approved.

**FISCAL IMPACT:**

There is not an anticipated increase of costs to the District

**AGREEMENT BETWEEN THE CITY OF PACIFIC GROVE  
AND THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
JOINT USE OF RECREATION AND PUBLIC WORKS FACILITIES**

THIS JOINT USE AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2019, by and between the City of Pacific Grove ("City"), a municipal corporation, and the Pacific Grove Unified School District, a political subdivision of the State of California ("PGUSD"), referred to collectively herein as "the Parties."

**FACTS**

- a) California Education Code section 10900, et seq., the Community Recreation Act, authorizes/encourages school districts and cities to organize, promote, and conduct community recreation programs and activities to promote the health and general welfare of the community; and,
- b) PGUSD is the owner of real property in the City, including facilities and active use areas capable of use by the City for community recreational purposes; and,
- c) The City is the owner of real property in the City, including facilities and active use areas capable of use by PGUSD for school transportation and recreational purposes; and,
- d) Under appropriate circumstances these publicly held lands and facilities should be used efficiently to maximize use and increase recreational opportunities for the community; and,
- e) California Education Code section 10905 authorizes the Parties to enter into agreements with each other to promote the health, safety and general welfare of the community and contribute to enhance the recreational opportunities afforded to children in the community; and

NOW, THEREFORE, PGUSD and the City agree to cooperate with each other as follows:

- 1. Term**  
This Agreement will begin on \_\_\_\_\_ and shall automatically renewed yearly unless terminated as provided for in Section 19.
- 2. Prior Agreements**  
The Parties agree that as of the effective date of this Agreement, any and all previous agreements for use of City and PGUSD recreation and/or public works facilities shall terminate and be replaced by this Joint Use Agreement.
- 3. Effective Date**  
This Agreement takes effect on \_\_\_\_\_.
- 4. Additional Attachments**

The following exhibits are attached and incorporated by reference; these constitute an integral part of this Agreement:

- a. **Attachment A:** A list of PGUSD Properties and activities subject to this Agreement.
- b. **Attachment B:** A list of City Properties and activities subject to this Agreement

## 5. **Cooperative Agreement**

PGUSD and the City agree to cooperate in coordinating programs and activities conducted on specific properties and facilities listed on Attachment A ("PGUSD Property") and Attachment B ("City Property"). PGUSD and the City shall have the right to add or exclude properties during the term of this Agreement, provided any such change shall be in writing and approved by the governing body of the agency that owns the property.. Reference to PGUSD Property or City Property in this Agreement shall include the facilities and the property upon which the facilities are located. As used in this Agreement, the term "Owner" shall mean the party to this Agreement that owns a particular property and/or facility covered by this Agreement, and "User" shall mean the other party using the Owner's property and/or facility under the terms of this Agreement. "Public Access Hours" shall mean the hours during which the City or third parties use PGUSD Property.

## 6. **Permitted Uses**

### a. **PGUSD Property**

#### i. **PGUSD Use**

PGUSD shall be entitled to the priority use of PGUSD Property for public school and school-related educational and recreational activities, including summer school, and at such other times as PGUSD Property is being used by PGUSD or its agents.

#### ii. **City Use**

At all other times and subject to the schedule developed by the City and PGUSD, the City and third parties authorized by the City shall be entitled to use PGUSD Property, without charge, for community recreational and educational purposes for the benefit of PGUSD students, PGUSD, City program participants, and the City at large. The City's obligations under this Agreement shall apply to third parties using PGUSD Property during periods of City use. During such times, the City shall be responsible for ensuring that third parties comply with all obligations under this Agreement when using PGUSD Property. In planning programs and scheduling activities on school grounds, the security, academic, athletic, and recreational needs and opportunities of school-aged children will be the highest priority and be adequately protected.

### b. **City Property**

- i. The City shall be entitled to priority use of City Property for the regular conduct of park, recreation, and community service activities and/or programs sponsored by the City.

- ii. At all other times and subject to the schedule developed by the City and

PGUSD, City shall permit PGUSD to use City Property, without charge, for PGUSD educational and recreational activities and/or programs at recreational facilities and utilize the Public Works yard for the storage and operations of PGUSD school buses. Use of City Property by PGUSD, under this Agreement, shall apply only to authorized PGUSD activities, programs and events. PGUSD support groups (Boosters, PTA's, Alumni, etc.) are not subject to the terms of this agreement.

**7. Communication**

PGUSD and the City shall respectively designate an employee with whom the other party, or any authorized agent of the party, may confer regarding the terms of this Agreement. The designated employees shall review the Agreement by January 1st each year to evaluate the joint use project, determine changes to the following school year schedule, and to propose amendments to this Agreement.

**8. Notices**

Notices required under this Agreement shall be delivered personally or by first class, postage pre-paid mail to the City's and PGUSD contract administrators at the addresses listed below:

FOR CITY:	FOR PGUSD:
Recreation Manager Pacific Grove Recreation	Director of Facilities & Transportation Pacific Grove Unified School District
Name and Title	Name and Title
300 Forest Avenue Pacific Grove, CA 93950	471 Junipero Ave Pacific Grove, CA 93950
Address	Address
(831) 648-3134	(831) 646-6510
Phone	Phone

**9. Scheduling Use of Property**

**a. Master Schedule**

PGUSD and City shall develop a master schedule for joint use of PGUSD and City Property to allocate property use to PGUSD, City, and third parties. Designated PGUSD and City employees shall schedule meetings at such other times as mutually agreed upon by MPUSD and City. At these meetings, PGUSD and City will review and evaluate the status and condition of jointly used properties and modify or confirm the upcoming schedule.

**b. Scheduling Use of City Property**

The City shall have sole responsibility for scheduling use of City Property when the City and PGUSD are not using the Property.

**c. Scheduling Use of City Property**

PGUSD shall have sole responsibility for scheduling the use of PGUSD Property when the City and PGUSD are not using the Property.

## 10. Documentation and Allocation of Facilities Use and Operational Costs.

### a. Tracking Use of Facilities

PGUSD and the City shall each maintain a record setting forth the dates, times, and type of use of their respective properties under this Agreement.

### b. Documentation of Costs

PGUSD and the City shall maintain records of costs associated with the Agreement.

## 11. Fees and Charges

### a. Admission Fees to City Properties

Any admission fees for recreational activities on City Property must receive prior written approval from the City Manager or designee.

### b. City Use of PGUSD School Busses

City shall pay any fees and costs associated with use of PGUSD School Buses for transportation of recreation participants during scheduled City programs.

### c. Annual Review of Benefits

PGUSD and City shall annually review the exchange of benefits based upon hours of use, costs, fees, and capital investments.

## 12. Improvements

a. PGUSD shall obtain prior written consent of the City to make any alterations, additions, or improvements to City Property; the City shall obtain prior written consent of PGUSD to make any alterations, additions, or improvements to PGUSD Property.

b. Any such alterations, additions, or improvements will be at the expense of the requesting party, unless otherwise agreed upon.

c. Each Party may, for good cause, require demolition or removal of any equipment, alterations, additions, or improvements made by the other Party at the expiration or termination of this Agreement. "Good cause" includes reasons of health, safety, or PGUSD's need to use PGUSD Property for educational purposes or the City's need to use City Property for municipal purposes.

Following such removal, User shall return the Property to the Owner in the same or better condition as it was prior to installation of the equipment or improvement.

d. In an emergency required to protect public health and safety, the Party using the property in question shall secure the site and take all reasonably necessary steps to protect public safety. After the emergency, both Parties shall obtain written consent regarding any permanent site change. Costs shall be determined based on ownership of the site or, as applicable, the equipment or improvements involved.

### 13. **Supervision and Security**

#### a. **Supervision and Enforcement**

Each User shall train and provide an adequate number of competent personnel to supervise all scheduled activities on the Owner's Property. The User shall enforce all of the Owner's rules, regulations, and policies while supervising activities or programs on the Owner's Property, including but not limited to hours or other terms of use such as occupancy or noise limits.

#### b. **Security**

The Owner shall provide the User with access to the Owner's Property. The Owner will provide keys, security cards, and training as needed to the User's employee(s) responsible for opening and locking the Owner's Property while supervising activities or programs.

#### c. **Inspection and Notification**

The User shall inspect the Owner's Property after each use to ensure each site used is returned in the condition it was received. The User shall ensure the Owner is notified within \_\_\_\_\_ hours/days in the event that the Owner's Property suffers damage during User's use. Such notification shall consist of sending written notification by letter, facsimile, or email to the Owner's designated employee identifying the damaged property, date of detection, name of inspector, description of damage, and estimated or fixed costs of repair or property replacement.

### 14. **Supplies**

The User shall furnish and supply all expendable materials necessary to carry out its programs while using the Owner's Property.

### 15. **Utilities**

The Owner agrees to provide all onsite utilities at the agreed upon sites.

### 16. **Maintenance and Custodial Services**

#### a. **Maintenance**

The User agrees to exercise due care in the use of the Owner's Property. The User shall during the time of its use keep the Owner's Property in neat order.

The Owners shall be responsible for the regular maintenance, repair, and upkeep of their respective Properties.

#### b. **Custodial**

The Owner shall make its restrooms and trash receptacles available during the User's use of Owner 's Property. The Owner shall provide janitorial services, without charge, for all facilities on the Owner's Property. If it is determined that the User left the premises in a condition which requires additional services, the User will be charged at a rate of \$50.00/hour.

#### c. **Inspection**

Each party is responsible for inspecting the others' facilities to determine suitability for the intended use/purpose. The properties are generally accepted "as-is".

## 17. Restitution and Repair

- a. The User shall be wholly responsible to repair, remediate, or fund the replacement or remediation of any and all damage or vandalism to the Owner's Property during the User's use of that Property.
- b. **Repairs**  
Except as may be subsequently mutually agreed in writing, the User shall not cause repairs to be made for any property, facility, building, or item of equipment for which the Owner is responsible. The Owner agrees to make such repairs within the estimated and/or fixed costs agreed upon. If it is mutually determined or if it is the result of problem-resolution under section 21d below of this Agreement that the User is responsible for the damage, then the User agrees to reimburse the Owner at the estimated and/or fixed costs agreed upon.
- c. **Reimbursement Procedure**  
The Owner shall send an invoice to the User's designated employee within \_\_\_\_ days of completion of repairs or replacement of damaged Property. The invoice shall itemize all work hours, equipment, and materials with cost rates as applied to the repair work. If the repair is completed by a contractor, a copy of the contractor's itemized statement shall be attached. Actual costs shall be reimbursed if less than estimated and/or fixed costs. The User shall reimburse the Owner within \_\_\_\_ days from receipt of such invoice.

## 18. Liability and Indemnification

- a. The City shall defend, indemnify, and hold PGUSD, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the City, its officers, agents, or employees.
- b. PGUSD shall defend, indemnify, and hold the City, its officers, employees and agents, harmless from and against any and all liability, loss, expense, attorneys' fees or claims for injury or damages, arising out of the performance of this Agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury are caused by or result from the negligent or intentional acts or omissions of the District, its officers, agents, or employees.

## 19. Insurance

Without limiting the Parties duty to indemnify, each Party shall maintain in effect throughout the term of this Agreement a policy or policies of insurance in a bona-fide program of public liability, auto and workers' compensation insurance either through self-insurance or through a combination of commercial insurance and self-insurance sufficient to cover their liability obligations under this Agreement. Each Party recognizes and accepts the other Party's bona-fide program of public liability, auto and workers' compensation insurance.

## 20. Termination

During the term of this Agreement, the Parties may terminate the Agreement for any reason by giving written notice of termination to the other Party at least six (6) months prior to the

effective date of termination. Such notice shall set forth the effective date of termination.

## 21. Miscellaneous Provisions

- a. Conflict of Interest. The Parties represent that they presently have no interest and agrees not to acquire any interest during the term of this Agreement which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the services required under this Agreement.
- b. Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the City and the PGUSD and ratified by the governing board of each agency.
- c. Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the City and the PGUSD. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- d. Disputes. The Parties shall continue to perform under this Agreement during any dispute. PGUSD and the CITY hereby agree to make good faith efforts to resolve disputes as quickly as possible. In the event any dispute arising from or related to this Agreement results in litigation or arbitration, the prevailing party shall be entitled to recover all reasonable costs incurred, including court costs, attorney fees, expenses for expert witnesses (whether or not called to testify), expenses for accountants or appraisers (whether or not called to testify), and other related expenses. Recovery of these expenses shall be as additional costs awarded to the prevailing party, and shall not require initiation of a separate legal proceeding.
- e. Assignment and Subcontracting. The Parties shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the other Party.
- f. Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- g. Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- h. Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- i. Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California. Venue shall be in the County of Monterey.
- j. Nonexclusive Agreement. This Agreement is nonexclusive and both City and PGUSD expressly reserve the right to contract with other entities for the same or similar services.
- k. Construction of Agreement. The City and PGUSD agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- l. Counterparts. This Agreement may be executed in two or more counterparts, each



of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

- m. Authority. Any individual executing this Agreement on behalf of the City or the PGUSD represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- n. Integration. This Agreement, including the exhibits any documents incorporated by reference, represent the entire Agreement between the City and the PGUSD with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the City and the PGUSD as of the effective date of this Agreement, which is the date that the City signs the Agreement.
- o. Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.
- p. Severability. If any of the provisions contained in the Contract are held illegal, invalid, or unenforceable, the enforceability of the remaining provisions shall not be impaired thereby. Limitations of liability and indemnities shall survive termination of the Contract for any cause. If a part of this Contract is valid, all valid parts that are severable from the invalid part remain in effect. If a part of this Contract is invalid in one or more of its applications, the part remains in effect in all valid applications that are severable from the invalid applications.

## **CITY OF PACIFIC GROVE**

By \_\_\_\_\_  
City Manager or Mayor

ATTEST

By \_\_\_\_\_  
City Clerk

## **PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

By \_\_\_\_\_  
Superintendent of Schools

ATTEST

By \_\_\_\_\_  
Clerk of the School Board

**Attachment A:**

**City of Pacific Grove Properties and Activities**

City of Pacific Grove facilities authorized for use by PGUSD:

- Pacific Grove Community Center  
*515 Junipero Ave*
- Pacific Grove Youth Center  
*302 16<sup>th</sup> St*
- Chautauqua Hall  
*16<sup>th</sup> & Central Ave.*
- Lovers Point Park
- Caledonia Park
- Pacific Grove Municipal Ballpark
- George Washington Park
- Morris Dill Tennis Courts

City of Pacific Grove Recreational activities authorized on and/or at PGUSD facilities:

- Recreational sports practices and games
- Summer and school break camp activities
- Training of recreation staff
- Performing Arts performances, showcases and events

**Attachment B:**

**Pacific Grove Unified School District Properties and Activities**

Pacific Grove Unified School District facilities authorized for use by City of Pacific Grove:

- Pacific Grove High School (Gymnasium, Sports Fields, Swimming pool)  
*615 Sunset Dr.*
- Pacific Grove Middle School (Gymnasium, Sports Fields, Performing Arts Center)  
*835 Forest Ave.*
- Robert Down Elementary (Sports fields, Auditorium)  
*485 Pine Ave.*
- Forrest Grove Elementary  
*1065 Congress Ave.*
- Pacific Grove Adult School  
*1025 Lighthouse Ave.*

PGUSD activities authorized on and/or at City of Pacific Grove facilities:

- Sports team practices and games
- Adult School classes and programs
- District organized student recognition events, lunches and celebrations.

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

**SUBJECT:** Future Agenda Items

**DATE:** February 13, 2020

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

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**RECOMMENDATION:**

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

**BACKGROUND:**

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be .... submitted to the Superintendent or designee with supporting documents and information ...”

**INFORMATION:**

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the February 13, 2020 Regular Board Meeting:

- Transportation Review and Fees (April 2, 2020)
- Dual Language Elementary Program (April 2, 2020)
- Board Meeting Audio Streaming Options (TBA)
- Revenue Property Tax (In progress)
- Celebration event for individuals that raised money or donated money for PGUSD (May 7 or June 4)
- Resolution No. 1037 on the Levy of Developer Fees after the March 2020 election
- Utility bills costs (electric and water) by school site (2020-2021)