

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, AUGUST 18, 2022**

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

DATE: August 18, 2022

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

LOCATION: IN PERSON
Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

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

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/89585789002?pwd=N3liMk51azI0MzRwdmd6NHlxYzJhZz09>

Meeting ID: 895 8578 9002

Passcode: 487371

One tap mobile+16699006833,,89585789002#,,,*487371# US (San Jose)+19292056099,,89585789002#,,,*487371# US (New York) Dial by your location +1 669 900 6833 US (San Jose) +1 929 205 6099 US (New York) +1 253 215 8782 US (Tacoma) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 346 248 7799 US (Houston) +1 386 347 5053 US +1 564 217 2000 US +1 646 931 3860 US +1 669 444 9171 US

Meeting ID: 895 8578 9002

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Find your local number: <https://pgusd.zoom.us/j/89585789002?pwd=N3liMk51azI0MzRwdmd6NHlxYzJhZz09>

Additional Teleconferencing Location

This meeting is also being conducted by teleconference at the following locations:

White Tesla vehicle in District Office parking lot at 435 Hillcrest Ave, Pacific Grove, Ca 93950.

1640 155th Ln NW, Andover, MN 55304

Each teleconference location is open to the public and any member of the public has an opportunity to address the School Board from a teleconference location in the same manner as if that person attended the regular meeting location. The School Board will control the conduct of the meeting and determine the appropriate order and time limitations on public comments from teleconference locations.

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.

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AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Roll Call

C. Adoption of Agenda

- Board Questions/Comments:

- Public Comment:

- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ____ Rivera ____ Paff ____ B. Swanson ____ C. Swanson ____

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Conference with Legal Counsel Regarding Anticipated Litigation

2. Superintendent Goals/Evaluation 2022-23

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. Conference with Legal Counsel Regarding Anticipated Litigation

2. Superintendent Goals/Evaluation 2022-23

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non-Agenda Items)

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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 will also take public comment on each specific action item prior to Board action on each item. The Board will allow a reasonable amount of time for public comment on each agenda item not to exceed 3 minutes per speaker and no more than 20 minutes per agenda item, pursuant to Board Policy 9323. Speakers will be called sequentially until there is no speaker coming forward on the agenda item or the amount of time allocated for the agenda item has elapsed, whichever comes first. This meeting of the Board of Education is a business meeting of the Board, conducted in public. Please note that the Brown Act limits the Board's ability to respond to public comment. The Board may choose to direct items to the Administration for action or place an item on a future agenda.

VI. CONSENT AGENDA

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

- A. Minutes of June 16, 2022 Board Meeting 10
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Minutes of July 28, 2022 Special Board Meeting 16
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- C. Certificated Assignment Order #1 19
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #1
- D. Classified Assignment Order #1 23
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #1.
- E. California School Board Association Membership 26
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2022-23 in the amount of \$8,646.00.
- F. Acceptance of Donations 27
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- G. Cash Receipts Report No. #1 28
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) 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. Warrant Schedule 645 32
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.

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- I. Warrant Schedule 646 34
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- J. Out of County or Overnight Activities 36
Recommendation: (Song Chin-Bendib, Assistant Superintendent for Business Services) The Administration recommends that the Board approve or receive the request as presented.
- K. Amended Contract with Positive Behavior Supports Corp. 47
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the amended contract between Pacific Grove Unified School District and Positive Behavioral Supports Corp.
- L. Contract for Services – eSpark, Inc. 53
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract with eSpark, Inc. for the 2022-2023 school year.
- M. Contract for services with Kaatz Photography 61
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Kaatz Photography to provide photographic services for the Pacific Grove Middle School (PGMS) musical production for the 2022-2023 school year.
- N. Contract for services with Beem Videography & Photography 67
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Beem Video and Photography at Pacific Grove Middle School (PGMS) to videotape the musical for the 2022-2023 school year. Parents can download and purchase the musical which helps cover the costs that the PGMS Drama department pays out of pocket.
- O. Contract for services with Peninsula Sports, Inc. 73
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. to provide administrative the schedule of referees for the 2022-2023 school year.
- P. Contract for services with Premier Studios of California 79
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Pacific Grove Middle School (PGMS) to provide photography services for the 2022-2023 school year.
- Q. Contract for services with Valerie Rhoades at Pacific Grove Middle School 85
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades at Pacific Grove Middle School (PGMS) to serve as a costume consultant for the middle school drama musical.
- R. Contract for services with Ellsworth Gregory 91
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory at Pacific Grove Middle School (PGMS) to maintain and tune the piano for the 2022-2023 school year.

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- S. Contract for services with Apolinario Vivit, DBA, Vivit Musical Instrument Repair at Pacific Grove Middle School 97
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Apolinario Vivit for Pacific Grove Middle School's (PGMS) music department. Services include the sanitization and repair of musical instruments for the 2022-2023 school year.
- T. Contract for services with Gary M. Stotz 103
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Gary M. Stotz for the Pacific Grove Middle School (PGMS) music department. Services will be used to maintain and repair musical instruments for the 2022-2023 school year.
- U. Contract for Services with Nicholas Gonzales 109
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the Contract for Services with Nicholas Gonzales.
- V. Contract for Services with Santa Cruz Office of Education for Outdoor Science School 115
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Santa Cruz Office of Education for the Pacific Grove Middle School's (PGMS) 6th grade Outdoor Science School at Camp Koinonia.
- W. Assistant Superintendent's Office Surplus 121
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends the Board review and approve the surplus items on the attached list that is coming from the Assistant Superintendent's Office.
- X. Obsolete Electronic Equipment Disposal 123
Recommendation: (Louis Algaze, Director of Technology Systems) The District Administration recommends the Board review and approve the disposal of the obsolete electronic equipment on the attached list.
- Y. Pacific Grove High School Woodshop Surplus Items 140
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the attached surplus items from the Pacific Grove High School (PGHS) woodshop.
- Z. Contract for Services with Between Your Ears Entertainment LLC. at Forest Grove and Robert H. Down Elementary Schools 144
Recommendation: (Sean Keller, Robert H. Down Elementary School Principal) The District Administration recommends the Board review and approve the contract for services with Between Your Ears Entertainment LLC. for the Morris Brothers to perform Character Education and Anti-bullying assemblies at both Forest Grove and Robert H. Down Elementary Schools.
- AA. Contract for Services with Kyle Dine at Forest Grove and Robert H. Down Elementary Schools 152
Recommendation: (Sean Keller, Robert H. Down Elementary School Principal) The District Administration recommends the Board review and ratify the contract for services with Kyle Dine to provide Food Allergy assemblies at both Forest Grove and Robert H. Down Elementary Schools.

• Board Comments/Questions:

• Public Comment:

• Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson _____ Rivera _____ Paff _____ B. Swanson _____ C. Swanson _____

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VII. ACTION/DISCUSSION

- A. District Update on Response to COVID-19 162
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson _____ Rivera _____ Paff _____ B. Swanson _____ C. Swanson _____
- B. New job description and salary schedule proposal, Robotics Performance Coach and Assistant Robotics Performance Coach 163
Recommendation: (Billie Mankey, Director II of Human Resources; Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and approve the job description for the Assistant Robotics Performance Coach and the salary schedule for both, lead and the assistant as presented or provide alternative direction.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson _____ Rivera _____ Paff _____ B. Swanson _____ C. Swanson _____
- C. District Office Support Staff – Allocation and Re-allocation of Resources 167
Recommendation: (Billie Mankey, Director II of Human Resources; Song Chin-Bendib, Assistant Superintendent for Business Services) The District Administration recommends the Board review and approve the following staffing plans for District Office support positions.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson _____ Rivera _____ Paff _____ B. Swanson _____ C. Swanson _____
- D. Otter Aquatic Center Pool Facility Use Agreement with California State University Monterey Bay and Pacific Grove High School 169
Recommendation: (Lito Garcia, Pacific Grove High School Principal) The District Administration recommends the Board review and ratify the facility use agreement between Pacific Grove High School and California State University Monterey Bay (CSUMB). This agreement is for the use of the CSUMB Otter Aquatic Center pool by the Pacific Grove High School boys and girls water polo teams.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson _____ Rivera _____ Paff _____ B. Swanson _____ C. Swanson _____

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- E. Ratification of Measure D Change Orders for Wilson's Plumbing and Grade Break Engineering 180
Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends the Board ratification of Change Orders for Wilson's Plumbing and Grade Break Engineering in association with Measure D funded projects.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ____ Rivera ____ Paff ____ B. Swanson ____ C. Swanson ____

- F. Contract with Linda Shingu, Speech and Language Pathologist (SLP) 184
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and ratify a contract with Linda Shingu, Speech and Language Therapist.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ____ Rivera ____ Paff ____ B. Swanson ____ C. Swanson ____

- G. Contract with Positive Behavior Supports Corp. to Include a Functional Behavioral Assessment (FBA) 190
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and ratify a contract for services with Positive Behavior Supports Corp.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ____ Rivera ____ Paff ____ B. Swanson ____ C. Swanson ____

- H. Contract for Services with Northwest Education Association (NWEA) 196
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract with Northwest Education Association (NWEA) for the 2022-2023 school year.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Roll Call Vote: _____
Trustees: Dawson ____ Rivera ____ Paff ____ B. Swanson ____ C. Swanson ____

VIII. INFORMATION/DISCUSSION

- A. Review of the 2021-22 Actual and 2022-23 Estimated Property Tax Revenues 212
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review the attached information regarding actual receipts of Property Tax Revenue for the 2021-22 fiscal year and projections for 2022-23 based on the latest Assessed Valuation.

- Board Comments/Questions:
- Public Comment:
- Board Direction: _____

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- B. Review of the 2022-2023 Enacted State Budget 217
Recommendation: (Song Chin-Bendib, Assistant Superintendent) The District Administration recommends that the Board review the information provided regarding the 2022-23 Enacted State Budget.
- Board Comments/Questions:
 - Public Comment:
 - Board Direction: _____
- C. Review of District Enrollment for The First Day of School and Overall Projections for 2022-23 218
Recommendation: (Assistant Superintendent for Business Services) The District Administration recommends that the Board review the attached information regarding Enrollment for the first day of school and overall projections for 2022-23.
- Board Comments/Questions:
 - Public Comment:
 - Board Direction: _____
- D. Update on Measure D Projects, High School swimming pool, and Transportation 222
Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review project progress performed by various contractors and our PGUSD facilities staff in association with Measure D funded projects. Progress on the High School swimming pool and Transportation will also be covered.
- Board Comments/Questions:
 - Public Comment:
 - Board Direction: _____
- E. Update on Pacific Grove Unified School District Crossing Guards 224
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board receive an update on the Pacific Grove Unified School District crossing guards.
- Board Comments/Questions:
 - Public Comment:
 - Board Direction: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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F. Future Agenda Items

225

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.

- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development (Fall 2022)
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity (Early Fall 2022)
- Added March 17, 2022: Board Self Evaluation (June 16, 2022)
- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process (Fall 2022)
- Added May 19, 2022: Teacher of the Year Recognition (Fall 2022)
- Added June 2, 2022: Discuss CSBA Sample School Safety Resolution
- Added June 2, 2022: A Board member requested bringing in someone to do a presentation regarding low-income housing in Pacific Grove.

- Added June 16, 2022: Discuss proposal of skatepark in Pacific Grove

- Board Questions/Comments:
- Public Comment:
- Direction: _____

IX. ADJOURNMENT

Next regular Board meeting: September 1, 2022

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, JUNE 16, 2022**

CONSENT A

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of June 16, 2022 – District Office/Virtual**

I. OPENED BUSINESS

- A. Called to Order 5:31 p.m.
- B. Roll Call
- | | |
|---------------------|------------------------------|
| President: | Trustee Cristy Dawson (CD) |
| Clerk: | Trustee Frank Rivera (FR) |
| Trustee(s) Present: | Trustee John Paff (JP) |
| | Trustee Brian Swanson (BS) |
| | Trustee Carolyn Swanson (CS) |
- Trustee(s) Virtual At Alternate Location:
- Trustee(s) Absent:
- | | |
|-------------------------|----------------------------------|
| Administration Present: | Superintendent Porras |
| | Asst. Superintendent Chin-Bendib |
| Board Recorder: | Alyssa Rodriguez |
| Student Board Member: | Gabriella Gaona |

C. Adopted Agenda REVISED

Consent B: Updated supplement document to reflect accurate and up-to-date personnel assignments.
Consent C: Updated supplement document to reflect accurate and up-to-date personnel assignments.
Consent N: Updated consultant agreement to include consultant address and contact number.
Consent V: Updated cover sheet to include names of two nominees.

MOTION CD / BS to adopt agenda as presented.

Public comment: None

Motion CARRIED by roll call vote 5 - 0

II. CLOSED SESSION

- A. Identify Closed Session Topics
The Board of Education will meet in Closed Session to consider matters appropriate for Closed Session in accordance with Education and Government Code.
1. Consideration Of Student Discipline
1 Case: Student # 022122 (Education Code Section 48915)
2. Superintendent Evaluation
- B. Public comment on Closed Session Topics: None
- C. Adjourn to Closed Session Time: 5:34 PM

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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REGULAR MEETING: THURSDAY, JUNE 16, 2022**

CONSENT A

III. RECONVENE IN OPEN SESSION Time: 6:34 PM

A. Report action taken in Closed Session:

The board was unanimous in the decision for student #022122 to be allowed readmission from expulsion.

1. Consideration Of Student Discipline

1 Case: Student # 022122 (Education Code Section 48915)

2. Superintendent Evaluation

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

- CD: Letter of a teacher recommendation; Governor Gavin Newsom's budget and the neglect of basic aid districts; Letter about Uvalde; About the hiring of a new principal at the elementary school.
- JP: Andrew Chyo's role(s) at Pacific Unified School District
- CS: Skatepark in Pacific Grove; Regarding clarification of recent press releases

B. Board Member Comments

- BS: What a year! Thankful for all who contributed.
- FR: Echoed Trustee Brian Swanson's comment.
- CS: Had interviews this week and selected 2 candidates to serve as the PGUSD parent representatives on the Monterey County SELPA Community Advisory Committee.
- CD: The pool of candidates for the SELPA CAC were very strong and made the decision tough. Had wonderful experience at the luncheon attended at the state capitol. Kudos to all district employees for another school year completed.

C. Superintendent Report

Administration retreat went well and worked on the next steps in cultural proficiency phase two. Kudos to the admin team. In regard to letters that went out to PGUSD families regarding Andrew Chyo, as an update no further news at this time and will update the district as appropriate.

D. PGUSD Staff Comments (Non Agenda Items)

- Sally Richmond: Sent letter to board about Robotics position and wanted to provide an update. Asking to make the Robotics coach and assistant coach an official position.
- Larry Haggquist: Gave update on how summer school is continuing to go well. 13 students have finished already. Had BBQ for the students.
- Buck Roggeman: Recognized the great work and positive impact Aina Gessaman had as a speech pathologist who recently passed away. Expressed condolences to her family.
- Barbara Martinez: Shared MCOE will working to roll out the safe and healthy coalition. Goal is to come up with common language for safe school protocols. Partners include police, fire, behavioral health, Monterey County Board of supervisors, and MCOE. Will provide updates on the progress of this program.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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CONSENT A

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- Kathleen (parent) – In regards to Andrew Chyo, she is disappointed in the handling of information dispersed to the district and community. Wants victims of these situations to be honored and heard.

VI. CONSENT AGENDA

- A. Minutes of June 2, 2022 Board Meeting
- B. Certificated Assignment Order #19
- C. Classified Assignment Order #19
- D. Acceptance of Donations
- E. Cash Receipts Report No. #8
- F. Warrant Schedule 644
- G. Out of County or Overnight Activities
- H. Lease Agreement with Monterey Bay Swim Club
- I. Contract for Services with EMICS, Inc., dba Informed K12
- J. Memorandum of Understanding with the California Department of Public Health (CDPH) for SARS-CoV-2 or rapid antigen testing
- K. Items to be surplus and sold to the Assistant Superintendent
- L. Updating Network Wires to Access Points to Improve Wireless Performance
- M. Equipment to be Discarded
- N. Contract for Services with Apolinario Vivit, DBA Vivit Musical Instrument Repair
- O. MOU between Pacific Grove Adult Education and Gateway Center of Monterey County
- P. Contract for Services with Casey Printing Inc. for Pacific Grove Adult Education's 2022 Fall Semester Brochure
- Q. Contract for Service Wonder Woofs K-9 Safety Unit
- R. Contract for Services to Steele Tape Construction for David Ave State Preschool Playground Improvements
- S. Contract for Services to Park Planet for Monterey Bay Charter School David Ave Property
- T. Contract with The Bay School, Non-Public School
- U. Contract with Chartwell, Non-Public School
- V. Pacific Grove Unified School District Board Representative/s to the Monterey County Special Education Local Plan Association Community Advisory Committee
- W. Increase .20 FTE for Speech and Language Pathologist

Consent Items B, C, and V pulled by the Board.

MOTION BS / CD to adopt Consent Agenda WITHOUT Item B, C, and V as presented

Public comment: *None*

Move: BS Second: CD Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

Consent Item B: Certificated Assignment Order #19

Board Comments/Questions:

- *None*

Public Comment:

- *None*

Motion CS / FR to adopt Consent Item B:

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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CONSENT A

Move: CS Second: FR Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

Consent Item C: Classified Assignment Order #19

Board Comments/Questions:

- None

Public Comment:

- None

Motion BS / FR to adopt Consent Item C:

Move: BS Second: FR Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

Consent Item V: Pacific Grove Unified School District Board Representative/s to the Monterey County Special Education Local Plan Association Community Advisory Committee

Board Comments/Questions:

- FR: Does SELPA have a limit to number of candidates who are able to represent?
- CD: Each district is allowed up to two representatives.

Public Comment:

- None

Motion FR / CD to adopt Consent Item V:

Move: FR Second: CD Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

XI. ACTION/DISCUSSION

A. District Update on Response to COVID-19

Board Comments/Questions:

- CD: Wanted to make sure the public knows the testing location for June is at the High School.
- CS: Noticed Covid dashboard has not been updated on the district website. Would like there to be made a note it won't be updated during the summer. Are we tracking positive cases on campus? Is there a sign at the district office to direct the public to the high school for covid testing? Would like a message to go out to families of locations offering free meals during the summer.
- BS: Are there meal distribution during the summer this year?

Public Comment:

- Larry Haggquist: Wants to figure out a way to still provide healthy meals to students during the summer despite the lack of funding.
- Clare Davies: There are free and reduced lunches available during the summer for students.

No Action Taken.

B. Approval of the Assistant Superintendent's 2022-2023 Contract

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, JUNE 16, 2022**

CONSENT A

Board Comments/Questions:

- *The board provided comments welcoming Joshua Jorn as the new Assistant Superintendent.*

Public Comment:

- *Joshua Jorn: Introduced himself and expressed gratitude for the opportunity.*

Motion to approve as presented.

Move: JP Second: CS Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

C. Approval of the District General Fund Budget and All Other Funds for fiscal year 2022-23

Board Comments/Questions:

- *None*

Public Comment:

- *None*

Motion to approve as presented.

Move: FR Second: JP Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

D. Approval of the Local Control Accountability Plan and State Local Priorities 2022-2023

Board Comments/Questions:

- *JP: Will there be changes to the format of the LCAP in the future?*

Public Comment:

- *None*

Motion to approve as presented.

Move: JP Second: FR Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

E. Approval of color scheme at Robert Down Elementary School

Board Comments/Questions:

- *CS: Approve of color for doors. Has high hopes for the project to be done properly.*
- *CD: Loves the color chosen.*
- *BS: In favor of color chosen.*
- *JP: Wants to make sure the job is done properly and thoroughly.*

Public Comment:

- *Sally Richmond: Will the color of PGHS be discussed in the future?*
- *Jacqueline Perkins: Wants to make sure the prep work for the doors is done for the paint to last.*

Motion to approve as presented.

Move: FR Second: CS Roll Call Vote: 5 - 0
Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, JUNE 16, 2022**

CONSENT A

F. Board Calendar/Future Meetings

Board Comments/Questions:

- *The board would like to schedule a special meeting on a Tuesday in August.*

Public Comment:

- *None*

Motion to approve with the adjustment of Reviewing Legal Fees at August 18, 2022 board meeting.

Move: BS Second: CD Roll Call Vote: 5 - 0

Trustees: Dawson Y Rivera Y Paff Y B. Swanson Y C. Swanson Y

XII. INFORMATION/DISCUSSION

A. Future Agenda Items

- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development (Fall 2022)
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity
- Added March 17, 2022: Board Self Evaluation (June 16, 2022)
- Added April 21, 2022: Discuss "PG Promise" of funding CTE certification process
- Added May 19, 2022: Discuss Teacher of the Year Recognition
- Added June 2, 2022: Discuss CSBA Sample School Safety Resolution
- Added June 2, 2022: A Board member requested bringing in someone to do a presentation regarding low-income housing in Pacific Grove.
- Added June 16, 2022: Discuss Robotics position at the start of the new school year
- Added June 16, 2022: Discuss proposal of skatepark in Pacific Grove

Board Questions/Comments:

- JP: Anastacia Wyatt expressed being able to do a presentation regarding low-income housing and would like to schedule for her to come in.

Public Comment:

- None

Board Direction:

- None

XIII. ADJOURNMENT Time: 7:51 PM

Next regular Board meeting: August 18, 2022

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING: THURSDAY, JULY 28, 2022**

CONSENT B

Mission Statement

Pacific Grove Unified School District, in partnership with the community and with a focus on equity, will challenge every student by providing a quality instructional program in a positive, safe and stimulating environment. The District will meet the diverse needs of all students by ensuring exceptional learning opportunities to acquire and apply the knowledge and skills that develop the insight and character necessary for a productive and rewarding life.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of July 28, 2022 – District Office**

I. OPENED BUSINESS

- A. Called to Order 6:31 p.m.
- B. Roll Call
- | | |
|------------------------------|---------------------------------------|
| President: | Trustee Cristy Dawson (CD) |
| Clerk: | Trustee Frank Rivera (FR) |
| Trustees Present: | Trustee John Paff (JP) |
| | Trustee Brian Swanson (BS) |
| | Trustee Carolyn Swanson (CS) |
| Administration Present: | Superintendent Ralph Porras |
| | Asst. Superintendent Song Chin-Bendib |
| Board Recorder: | Alyssa Rodriguez |
| Student Board Member Absent: | Rey Avila (RA) |

C. Adopted Agenda

MOTION JP/FR to adopt agenda as presented.

Public comment: none

Motion CARRIED by roll call vote 5 – 0

II. ACTION/DISCUSSION

A. District Update on Response to COVID-19 and Local Indoor Masking Mandate

Board Comments/Questions:

- CD: Are there any other school districts in our county with mask mandates? Asked Dr. Porras to discuss survey/results sent out to PGUSD families regarding continuing the mask mandate. Shared Student Board member, Rey Avila's written response and support of removing mask mandate. Thanked community for the emails received and opinions shared. Acknowledged other nearby school districts do not have a mask mandate and things have changed since the mandate was initially implemented. In favor of families having the choice to wear a mask.
- CS: Shared there were about 51 emails received expressing opinions on the indoor mask mandate. Thanked parents for their patience with the survey distributed. Shared support for continuing masking mandate when cases are high, stressing the importance of safety. Are we continuing to track CO2 levels and increasing ventilation this year? Suggested to continue the mandate and allow for either doctor or parent exemptions.
- FR: Expressed the difficulty in deciding to continue or remove the indoor mask mandate as both options have pros and cons. Concerned about vulnerable students. Acknowledged the changes from when the mask mandate was implemented.
- JP: Referenced how things have changed since the mandate was first implemented, such as

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING: THURSDAY, JULY 28, 2022**

CONSENT B

hospital caseloads are down, vaccines are available for all ages, and there has been no change in CDPH guidance. The covid metrics being referenced for the mandate are not specific enough to Pacific Grove. In support of removing mask mandate.

- BS: Also noted how the covid metrics being referenced for the mandate are not specific enough to Pacific Grove. Stated safety and mental health are important to consider when making this decision.

Public Comment:

- Marie H. (parent): In support of removing mask mandate.
- Carol H. (experience as a teacher in another district): In support of removing mask mandate
- Gary B. (parent): In support of removing mask mandate. Would like to see the covid metrics for 0-18 year olds in our area compared to the county numbers.
- Vince T. (retired teacher): In support of removing mask mandate. Would like people to have the choice to decide to wear a mask, not have it mandated.
- Phil (parent): In support of removing mask mandate. Would like for wearing a mask to be a choice.
- Melissa T. (experience in teaching): Addressed negative physical impacts of wearing masks.
- Steve H. (experience as teacher): In support of removing mask mandate. Stated masks are damaging to students with speech/language issues.
- Tracy H. (parent from another district): In support of removing mask mandate. Would like parents/students to be able to choose to wear a mask.
- Kilene B. (parent): Shared that her son benefits from not wearing a mask due to being able to recognize facial expressions. In support of removing mask mandate.
- Robin P. (parent): In support of continuing mask mandate in place due to current covid rate levels. Public education must be safe and accessible to all kids and removing the mask mandate would not allow that. Submitted written comment via email to the board as well.
- Christina L. (teacher/parent): In support of continuing mask mandate in place due to current covid rates in our area. Referenced other districts/schools reinstating mask mandates.
- Emily H. (parent): In support of continuing mask mandate in place due to current covid rates in our area. Stated universal masking greatly reduces spread in schools.
- Zoe S. (parent): In support of continuing mask mandate in place. Gave kudos to the district on being proactive and implementing the mask mandate when covid rates were surging. Stated sending children to school with no mask when rates are high is not safe. Shared concerns about the mask survey sent out to families.
- Sarah S.: Stated our district has many vulnerable students/parents/staff with underlying health issues. In support of continuing mask mandate in place, stating it is reasonable and appropriate.
- Andrea P. (parent): In support of continuing mask mandate in place and covid testing until we have better data on the covid spread within our community.
- Daniel M. (parent): In support of removing mask mandate.
- Gerick B. (parent): Appreciative of steps taken by the district to keep children safe. In support of continuing mask mandate in place.
- Tanya F. (teacher): In support of continuing mask mandate in place, referring to it as a responsive policy.
- Al (parent): In support of continuing mask mandate in place.
- Kathleen S. (teacher/parent): Would like to see the mask policy to be changed from a mandate to a choice.
- Elliott H.: In support of continuing mask mandate in place.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING: THURSDAY, JULY 28, 2022**

CONSENT B

- Katy F. (parent): In support of continuing mask mandate in place.
- Kari S. (teacher/parent): In support of continuing mask mandate in place.
- Michael C. (parent): In support of continuing mask mandate in place when covid rate numbers are high.
- Marcela U. (parent): In support of continuing mask mandate in place.
- Lysa O. (teacher): In support of making masks optional and not required.
- Francis C. (parent): In support of removing mask mandate. Would like people to have the freedom to choose.
- Alberto M. (parent): In support of continuing mask mandate in place.
- Michelle F. (parent): Stated she is pro vaccine, pro booster, but not in favor of mask mandate. In support of removing mask mandate.
- Jen J. (parent/teacher): Stated she submitted written comment to the board as well. In support of removing mask mandate. Would like the option to be given to families/staff on whether or not to wear a mask.
- Serena B. (student): In support of continuing mask mandate in place.
- Cheyenne M. (parent): Questioned the covid metrics PGUSD are using to determine mandating wearing masks.
- Resident in Pacific Grove: Not in favor of mask mandate.
- Sara C. (student): Why do I have to wear a mask if my governor will not wear one?

Motion to approve removing the district indoor masking mandate and update the recommendation of wearing masks to "highly recommended", effective Friday, July 29, 2022.

Move: JP Second: CD Roll Call Vote: 3 - 2
Trustees: Dawson Y Rivera N Paff Y B. Swanson Y C. Swanson N

III. ADJOURNED

8:35 p.m.

Next regular Board meeting: August 18, 2022

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

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

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

SUBJECT: Certificated Assignment Order #1

DATE: August 18, 2022

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

Page 1 of 4

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #1

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1
August 18, 2022**

Page 2 of 4

NEW HIRE:

Josh Jorn, Assistant Superintendent for Business Services, 1.0 FTE , \$208,000 annual and pro-rated annual 225 days to start date of September 6, 2022 (replaces retiree Song Chin Bendib)

Irene Preciado, FGE Principal, 1.0 FTE, Step 8, effective July 20, 2022 (replaces Buck Roggeman)

Jonathan Valverde, Elementary Music Teacher, part-time, 0.40 FTE, Column IV, Step 10+MA, effective July 29, 2022 (replaces George Warren)

Nicole Brophy, PGHS Math Teacher, full-time, 1.0 FTE, Column VI, Step 12, effective July 29, 2022 (new position funded by section reallocation)

Kristen Dempsey, FGE, 5th Grade Teacher, full-time, 1.0 FTE, Column IV, Step. 9, effective July 29, 2022 (replaces Maryn Sanchez)

TEMPORARY NEW and TEMPORARY RE-HIRE:

Michelle Menczkowski, FGE, Kindergarten Temporary Job Share, 0.40 FTE, IV, 10 + MA, effective July 29, 2022 through May 30, 2023 only (replaces Kristen Sweeney)

Pamela McCormick, PGAS Temporary High School Diploma Teacher, paid per timesheet, 10.5 hours/week, 11-month work calendar, Column D, Step 12, effective September 1, 2022

Vito Garomone, PGAS, Temporary Community Ed Italian Instructor, paid per timesheet, 1.5 hours/week, effective August 18, 2022 and dependent upon sufficient enrollment

Brandi Lopez, PGMS, Temporary Social Science Teacher, full time, 1.0 FTE, Column III, Step 1, effective July 29, 2022 through May 30, 2023 only (replaces Brice Gamble TOSA)

Natalie Montgomery, FGE, Temporary, 1.0 FTE, Column IV, Step 1+MA effective July 29, 2022 through May 30, 2023 only (replaces Kathryn Yant grade level change)

CHANGE OF ASSIGNMENT:

Jennifer Pritchard, Change of Assignment from Preschool to Robert Down Elementary School 1.0 FTE, effective August 1, 2022 (replaces retiree Laura Rivera)

SUBSTITUTE:

Mandalmaa Knutson	Stacey Nightingale
Karla Norland	Tamara Cully, PGHS Daily Sub
Andrea Duran, PGMS Daily Sub	Kelly San Fillipo, FGE Daily Sub
Linda Shingu, sub Speech Therapist, \$100.00/hour, paid per timesheet	

RESIGNATION:

Tara Tullius, Speech Therapist resigns effective July 5, 2022

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 1
August 18, 2022**

Page 3 of 4

2022-2023 Fall PGHS Stipends			
<u>Employee</u>	<u>Assignment</u>	<u>Funding</u>	<u>Stipend Amount</u>
Jeff Gray	Football Varsity	GF - Athletics	\$4,295
Jeff Bautista	Football Assistant	GF - Athletics	\$1,551
Jeremiah Smith	Football Assistant	GF - Athletics	\$1,551
John Montenez	Football Assistant	GF - Athletics	\$1,551
Eric Fonferek	Football JV	GF - Athletics	\$2,886
Kyle Mountain	Volleyball Varsity	GF - Athletics	\$3,717
Amaya Gamecho	Volleyball JV	GF - Athletics	\$2,886
Peter Jordan	Cross Country	GF - Athletics	\$3,995
John Martine	Golf Girls	GF - Athletics	\$2,891
Greg Enterline	Water Polo Girls	GF - Athletics	\$3,108
Casey Lyon	Water Polo Boys	GF - Athletics	\$3,108
Savana McDowell	Tennis Girls	GF - Athletics	\$2,891
Tatum Madrid	HS Dance Squad Advisor	GF - Athletics	\$3,002
Michelle Boulware	HS Musical Advisor	GF	\$3,016
Sean Boulware	HS Musical Assistant	GF	\$1,298
Michelle Boulware	Music Performance Coach-Instrumental Performance	GF	\$2,949.00
Michelle Boulware	Music Performance Coach-Vocal Performance	GF	\$1,179.00
George Warren	HS Band/Orch - Fall-Director	GF	\$2,610.00
George Warren	HS Band/Orch - Win/Spring-Director	GF	\$2,610.00
Desma Johnson	HS Drama Coach	GF	\$2,793.00
Sherri Beck	Choreography - HS Musical	GF	\$900
Linda Lyon	Costume Design HS Musical	GF	\$1,000
Frank Alex Morrison	HS Yearbook Advisor**	GF	\$5,488
Tatum Madrid	Dance Unit Instructor	GF	\$1,200
Sheri Deeter	Lead Teacher Community High	GF	\$8,177
Michele Boulware	Choral Stipend - Saturday Class	GF	\$10,000

Department Chairs		Sections	Per PGTA Agreement \$300 + \$20 per section
Imogen Erickson	Department Chair- CTE	11.5	530
Matthew Kelly	Department Chair- CTE	11.5	530
Jessica Grogan	Department Chair- English	27	840
Peggy Samuels	Department Chair- World Languages	15	600
Donna O'Donnell-Smith	Department Chair- PE	10	500
Natasha Hanks	Department Chair- Science	23	760
Kimberly Shurtz	Department Chair- Social Science	21	720
Isaac Rubin	Department Chair- Math	27	840
Becky Goldfinch	Department Chair- SPED	25	800

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

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

SUBJECT: Classified Assignment Order #1

DATE: August 18, 2022

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

Page 1 of 3

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #1

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 1
August 18, 2022**

Page 2 of 3

NEW HIRE:

Jennifer Thompson, FGE Recreation Attendant (BASRP), part time, 2.15 hrs./day, 180 day work calendar, Range 26, Step C, effective May 12, 2022 (replaces Fran Petty)

Joel Haffner, Itinerant Paraprofessional, Part-time, 6.5 hrs./day, 180 day work calendar, Range 37, Step A, effective August 4, 2022 (replaces Luke Boynton)

Jon Anderson, Director of Facilities and Transportation, Full-time, 1.0 FTE, Step 6 Management Salary Schedule, effective July 1, 2022 (replaces Matt Kelly)

Maribel Avila, PGMS Food Service II, 3.5 hrs./day, 180 day work calendar, Range 30, Step A, effective August 8, 2022 (replaces Debbie Pinheiro)

Michael Logan, PGHS Crossing Guard, 2 hrs./day, 180 day work calendar, Range 27, Step F, effective August 4, 2022 (new position)

Paola Coelho, PGMS, Special Education Instructional Assistant, 6 hrs./day, 180 day work calendar, Range 31, Step B, effective August 15, 2022 (replaces Megan Munson)

Rachel Croft, RHD, Paraprofessional, 6.5 hrs./day, 180 day work calendar, Range 37, Step B, effective August 4, 2022 (replaces Teresa DeWitt)

PROMOTION:

Fran Petty, Promotes from Recreation Attendant to Recreation Leader, full-time, 8 hrs./day, Range 36, Step G-1, effective July 27, 2022 (replaces retiree Marlene Roman)

ADDITIONAL HOURS:

Tammie Kirmil, PGHS/PGMS Healthcare Assistant, paid per timesheet up to 16 hours at her regular rate of pay, effective July 26, 2022-July 29, 2022 only

2022-23 PGHS Paraeducators, Additional Hours based on change in PGHS Master Schedule, 30 minutes per day, from 6.5 hrs. to 7.0 hrs., effective August 4, 2022 through May 26, 2023 only:

Ben Bahena, Brian Bloomer, Irene Cisneros, Brandy Deppert, Shakira Ortiz

2022-23 PGHS Instructional Assistants Special Education, Additional Hours based on change in PGHS Master Schedule, 30 minutes per day, from 6.0 hrs. to 6.5 hrs., effective August 4, 2022 through May 26, 2023 only:

Clarissa Carrillo, Laurie Weddington, Lori Arnaldo (LOA)

<p style="text-align: center;">PACIFIC GROVE UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 1 August 18, 2022</p>

Page 3 of 3

RESIGNATION:

Ron Longuera, FGE Instructional Assistant, resigns effective July 6, 2022

Luke Boynton, Transition Program, Paraprofessional, resigns effective July 8, 2022

Michelle Garcia, Special Education Preschool Program, Paraprofessional, resigns effective July 21, 2022

Gary Stone, PGHS, Paraprofessional resigns effective June 30, 2022

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

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

SUBJECT: California School Board Association Membership

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the membership for California School Board Association dues for 2022-23 in the amount of \$8,646.00.

BACKGROUND:

Services with CSBA allow the Board and administration to access the benefits of the annual conference and new designed trainings associated with board governance, curated board policy, and other policy services.

INFORMATION:

Benefits of Membership

As the only statewide organization representing the local school governance perspective, the California School Boards Association provides resources to help fulfill the complex roles. CSBA provides a wide range of advocacy, leadership development, policy, information, financial and other support services.

CSBA's range of critical services includes but is not limited to:

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

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

District will not contract for service of ELA.

FISCAL IMPACT:

General Fund 01 membership for California School Board Association dues for 2022-23 in the amount of \$8,646.00, has been budgeted. The membership cost increased \$436 from 2021-22.

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

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

SUBJECT: Acceptance of Donations

DATE: August 18, 2022

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 months the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

Pacific Grove High School

Trustee Carolyn Swanson
National Restaurant Association

Foldable Photo Cube (Art Program)
\$2,880.00 (CTE-Culinary)

Pacific Grove Community High School

None

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

Pacific Grove Unified School District

None

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

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

SUBJECT: Cash Receipts Report No. #1

DATE: August 18, 2022

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from June 8, 2022 to August 9, 2022.

INFORMATION:

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

PGUSD 2022-23 BOARD REPORT # 1 Cash Receipts

June 8, 2022 - August 9, 2022

Date	Num	Name	Account	Amount
Jun 8 - Aug 9, 22				
06/13/2022	21112	Maria Rivera	INS PAYMENT	383.23
06/13/2022	21113	Fran Castorina	INS PAYMENT	548.78
06/13/2022	21114	Intercare Holding Insurance	WORKERSCOMP	1,741.46
06/13/2022	21115	Intercare Holding Insurance	WORKERSCOMP	1,656.16
06/13/2022	21116	Intercare Holding Insurance	WORKERSCOMP	546.94
06/13/2022	21117	TEXTBOOKS	TEXT BOOK FEES	16.00
06/13/2022	21118	DONATION	DONATION TO HS	2,880.00
06/13/2022	21119	PGMS DRAMA	MISC	787.52
06/13/2022	21120	PGMS ART	MISC	60.00
06/13/2022	21121	PGMS	GREAT AMERICA	306.00
06/13/2022	21122	PGMS MUSIC BOOSTERS	Music Program	700.00
06/13/2022	21123	TEXTBOOKS	MISC	472.80
06/13/2022	21124	ADULT EDUCATION	ADULT EDUCATION	1,061.25
06/13/2022	21125	MONTEREY BAY CHARTER SCH...	RENT	19,765.67
06/13/2022	21126	RETIREE INSURANCE	RETIREE INSURANCE	111.00
06/15/2022	21127	RETIREE INSURANCE	RETIREE INSURANCE	392.79
06/15/2022	21128	ADULT EDUCATION	ADULT EDUCATION	90.00
06/15/2022	21129	BASRP-FG	BASRP	16,825.17
06/15/2022	21130	BASRP-RD	BASRP	20,428.17
06/15/2022	21131	Intercare Holding Insurance	WORKERSCOMP	1,656.16
06/15/2022	21132	Intercare Holding Insurance	WORKERSCOMP	219.96
06/16/2022	21133	CAFETERIA	CAFETERIA	55.00
06/16/2022	21134	American Fidelity	REFUND	100.00
06/16/2022	21135	RETIREE INSURANCE	RETIREE INSURANCE	144.00
06/16/2022	21136	MISC	MISC	35.00
06/17/2022	21137	ADULT EDUCATION	ADULT EDUCATION	38,554.76
06/17/2022	21138	ADULT EDUCATION	ADULT EDUCATION	34,533.95
06/17/2022	21139	CAFETERIA	CAFETERIA	487.00
06/22/2022	21140	MONTEREY BAY CHARTER SCH...	SPECIAL RESERVE	19,765.67
06/22/2022	21141	STATE OF CALIFORNIA	CAFETERIA	7,404.03
06/22/2022	21142	RETIREE INSURANCE	RETIREE INSURANCE	238.00
06/22/2022	21143	STATE OF CALIFORNIA	MISC	8.80
06/22/2022	21144	Monterey County Clerk	RESTITUTION	321.12
06/22/2022	21145	Monterey County Clerk	RESTITUTION	270.25
06/22/2022	21146	Monterey Co. Self Insurance Autho...	INS PAYMENT	21,146.00
06/22/2022	21147	PGHS ASB	ASB	790.81
06/22/2022	21148	American Fidelity	REFUND	435.15
06/22/2022	21149	CITI	REFUND	248.85
06/22/2022	21150	MPC	MISC	9,260.56
06/22/2022	21151	STATE OF CALIFORNIA	SPED	3,044.36
06/22/2022	21152	STATE OF CALIFORNIA	CAFETERIA	110,235.87
06/22/2022	21153	BASRP-RD	BASRP	147.00
06/22/2022	21154	BASRP-RD	BASRP	384.00
06/22/2022	21155	BASRP-RD	BASRP	120.00
06/22/2022	21156	BASRP-RD	BASRP	186.00
07/01/2022	21157	Facilitron	FACILITIES USE	2,410.80
07/01/2022	21158	STATE OF CALIFORNIA	CAFETERIA	9,257.35
07/01/2022	21159	Carmel Unified School Dist	SPED	331,841.45
07/01/2022	21160	Monterey County Elections Depart...	MISC	25.00
07/01/2022	21161	Intercare Holding Insurance	WORKERSCOMP	546.94
07/01/2022	21162	Intercare Holding Insurance	WORKERSCOMP	1,741.46
07/01/2022	21163	Maria Rivera	INS PAYMENT	383.23
07/01/2022	21164	RETIREE INSURANCE	RETIREE INSURANCE	50,230.96
07/01/2022	21165	Intercare Holding Insurance	WORKERSCOMP	213.00
07/01/2022	21166	Intercare Holding Insurance	WORKERSCOMP	748.58
07/01/2022	21167	Intercare Holding Insurance	WORKERSCOMP	2,459.62
07/01/2022	21168	Intercare Holding Insurance	WORKERSCOMP	1,656.16
07/01/2022	21169	RETIREE INSURANCE	RETIREE INSURANCE	4,123.17
07/01/2022	21170	West, Leonard	INS PAYMENT	1,212.00
07/01/2022	21171	RETIREE INSURANCE	RETIREE INSURANCE	4,870.00
07/01/2022	21172	STATE OF CALIFORNIA	CAFETERIA	137,403.94

Date	Num	Name	Account	Amount
07/01/2022	21173	MONTEREY BAY CHARTER SCH...	UTILITIES	2,229.60
07/06/2022	21174	Fran Castorina	INS PAYMENT	548.78
07/06/2022	21175	Intercare Holding Insurance	WORKERSCOMP	1,741.46
07/08/2022	21176	ADULT EDUCATION	ADULT EDUCATION	1,915.00
07/08/2022	21177	ADULT EDUCATION	ADULT EDUCATION	43,126.24
07/08/2022	21178	ADULT EDUCATION	ADULT EDUCATION	25,469.30
07/08/2022	21179	ADULT EDUCATION	ADULT EDUCATION	276.73
07/08/2022	21180	CAFETERIA	CAFETERIA	75.50
07/12/2022	21181	MONTEREY BAY CHARTER SCH...	SPECIAL RESERVE	20,754.00
07/12/2022	21182	RETIREE INSURANCE	RETIREE INSURANCE	2,666.86
07/12/2022	21183	Intercare Holding Insurance	WORKERSCOMP	546.94
07/12/2022	21184	Intercare Holding Insurance	WORKERSCOMP	1,497.16
07/12/2022	21185	VOID	MISC	
07/15/2022	21186	Intercare Holding Insurance	WORKERSCOMP	1,656.16
07/15/2022	21187	US BANK	MISC	6.39
07/15/2022	21188	RETIREE INSURANCE	RETIREE INSURANCE	283.00
07/15/2022	21189	RETIREE INSURANCE	RETIREE INSURANCE	341.00
07/20/2022	21190	RETIREE INSURANCE	RETIREE INSURANCE	100.00
07/20/2022	21191	SALINAS UNION HIGH SCHOOL	SPED	112,749.11
07/20/2022	21192	STATE OF CALIFORNIA	SPED	6,527.85
07/20/2022	21193	WASTE MANAGEMENT	CREDIT REFUND	148.65
07/20/2022	21194	Odell Construction Escrow Account	MISC	1,248.52
07/20/2022	21195	VOID	VOID	
07/20/2022	21196	Chapman Foundation	Avid	27,012.35
07/25/2022	21197	RETIREE INSURANCE	RETIREE INSURANCE	700.00
07/25/2022	21198	BASRP-RD	BASRP	100.00
07/25/2022	21199	Intercare Holding Insurance	WORKERSCOMP	1,741.46
07/25/2022	21200	Intercare Holding Insurance	WORKERSCOMP	546.94
07/25/2022	21201	Intercare Holding Insurance	WORKERSCOMP	1,497.16
07/25/2022	21202	Intercare Holding Insurance	WORKERSCOMP	1,656.16
07/25/2022	21203	Monterey County Clerk	REIMBURSEMENT	888.00
07/25/2022	21204	Maria Rivera	INS PAYMENT	383.23
07/25/2022	21205	RETIREE INSURANCE	RETIREE INSURANCE	639.22
08/01/2022	21206	BASRP-FG	BASRP	645.00
08/01/2022	21207	Facilitron	FACILITIES USE	485.90
08/01/2022	21208	Vanguard Charitable	GRANT	34,000.00
08/01/2022	21209	Chapman Foundation	Avid	31,000.00
08/05/2022	21210	TEXTBOOKS	TEXTBOOK	123.00
08/05/2022	21211	Institutional Processing Services	REBATE	326.03
08/05/2022	21212	Intercare Holding Insurance	WORKERSCOMP	1,741.46
08/05/2022	21213	Intercare Holding Insurance	WORKERSCOMP	546.94
08/05/2022	21214	Intercare Holding Insurance	WORKERSCOMP	1,497.16
08/05/2022	21215	VOID	VOID	
08/05/2022	21216	VOID	VOID	
08/05/2022	21217	RETIREE INSURANCE	RETIREE INSURANCE	4,154.01
08/08/2022	21218	TEXTBOOKS	TEXTBOOK	27.00
08/08/2022	21219	TEXTBOOKS	TEXTBOOK	50.00
08/08/2022	21220	PGMS	GREAT AMERICA	533.75
08/08/2022	21222	RETIREE INSURANCE	RETIREE INSURANCE	203.00
08/08/2022	21221	Fran Castorina	INS PAYMENT	548.78
08/08/2022	21223	BASRP-FG	BASRP-FG	287.44
08/08/2022	21224	BASRP-RD	BASRP	460.43
08/08/2022	21225	BASRP-FG	BASRP	5,969.90
08/08/2022	21226	BASRP-RD	BASRP	3,397.94
08/09/2022	21227	BASRP-FG	BASRP	25.00
08/09/2022	21228	BASRP-RD	BASRP	333.00
08/09/2022	21229	ADULT EDUCATION	ADULT EDUCATION	1,185.00
08/09/2022	21230	ADULT EDUCATION	ADULT EDUCATION	1,395.84
08/09/2022	21231	ADULT EDUCATION	ADULT EDUCATION	32,456.98
08/09/2022	21232	STATE PRE SCHOOL	PRESCHOOL	32,387.00
08/09/2022	21233	VOID	VOID	
08/09/2022	21234	BANK OF AMERICA	MISC FEES	-33.50

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Account</u>	<u>Amount</u>
08/09/2022	21235	CAFETERIA	CAFETERIA	68.26
Jun 8 - Aug 9, 22				<u>1,280,576.99</u>

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

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

SUBJECT: Warrant Schedule 645

DATE: August 18, 2022

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from June 01, 2022 through June 30, 2022.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item(s) purchased, the correctness of the amount to be paid, and the 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

645

June 2022

WARRANTS - PAYROLL

Certificated	Manual	06/03/22	\$	-
	Supp	06/10/22	\$	39,393.38
	Manual	06/15/22	\$	-
	Regular	06/30/22	\$	361,629.41
<u>Total Certificated</u>			\$	<u>401,022.79</u>
Classified	Manual	06/03/22	\$	-
	Supp	06/10/22	\$	382,221.69
	Manual	06/15/22	\$	-
	Regular	06/30/22	\$	523,522.53
<u>Total Classified</u>			\$	<u>905,744.22</u>
Other	Manual	06/03/22	\$	-
	Supp	06/10/22	\$	30,870.20
	Manual	06/15/22		
	Regular	06/30/22	\$	12,486.00
<u>Total Other</u>			\$	<u>43,356.20</u>
<u>TOTAL PAYROLL</u>			\$	<u>1,350,123.21</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12697349-12697386	04600000280-	06/02/22	\$	28,662.87
12698571-12698649	04600000281-04600000291	06/09/22	\$	211,577.90
12700316-12700345	04600000292-04600000297	06/16/22	\$	114,247.33
12701831-12701875	04600000298-04600000306	06/23/22	\$	139,602.98
12703725-12703870	04600000307-04600000313	06/30/22	\$	127,780.69
<u>TOTAL ACCOUNTS PAYABLE</u>			\$	<u>621,871.77</u>

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

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

SUBJECT: Warrant Schedule 646

DATE: August 18, 2022

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

RECOMMENDATION:

As Assistant Superintendent for Business Services, I certify that I have received 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 July 01, 2022 through July 31, 2022.

INFORMATION:

Prior to the issuance of the warrants, District procedures have been followed to ensure the appropriateness of the item(s) purchased, the correctness of the amount to be paid, and the 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

646

July 2022

WARRANTS - PAYROLL

Certificated	Manual	07/05/22	\$	-
	Supp	07/08/22	\$	56,895.41
	Manual	07/15/22	\$	71,891.25
	Regular	07/29/22	\$	215,229.85
<u>Total Certificated</u>			\$	<u>344,016.51</u>
Classified	Manual	07/05/22	\$	-
	Supp	07/08/22	\$	179,637.14
	Manual	07/15/22	\$	20,289.28
	Regular	07/29/22	\$	428,833.81
<u>Total Classified</u>			\$	<u>628,760.23</u>
Other	Manual	07/05/22	\$	-
	Supp	07/08/22	\$	3,995.00
	Manual	07/15/22	\$	3,108.00
	Regular	07/29/22		
<u>Total Other</u>			\$	<u>7,103.00</u>
<u>TOTAL PAYROLL</u>			\$	<u>979,879.74</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12705001-12705027	04600000314-04600000317	07/07/22	\$	166,235.78
12706195-12706216	04600000318-04600000320	07/14/22	\$	281,802.60
-	-	07/21/22		
12708463-12708491	04600000321-04600000322	07/28/22	\$	150,955.07
<u>TOTAL ACCOUNTS PAYABLE</u>			\$	<u>598,993.45</u>

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

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

SUBJECT: Out of County or Overnight Activities

DATE: August 18, 2022

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2022-23 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
9/9/2022	Scotts Valley HS Scotts Valley, CA	PGHS Volleyball JV & Varsity Away Game	TBD	\$ -	na
9/14/2022	Hollister HS Hollister, CA	PGHS Volleyball JV & Varsity Away Game	TBD	\$ -	na
9/14/2022	Harbor HS Santa Cruz, CA	PGHS Waterpolo JV & Varsity Away Game	TBD	\$ -	na
9/20/2022	Watsonville HS Watsonville, CA	PGHS Volleyball JV & Varsity Away Game	TBD	\$ -	na
9/23/2022-9/24/22	Watsonville HS Watsonville, CA	PGHS Girls Water Polo Water Polo Tournament	Auto	\$ 325	Athletics
9/26/2022	Monte Vista Christian HS Watsonville, CA	PGHS Volleyball JV & Varsity Away Game	TBD	\$ -	na
10/5/2022	Ridgemark Golf Course Hollister, CA	PGHS Girls Golf JV & Varsity Away Game	District Van	\$ -	na
10/21/2022	Watsonville HS Watsonville, CA	PGHS Football JV & Varsity Away Game	TBD	\$ -	na

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

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

Date of Activity 09/09/2022 Day of Activity Friday

Location of Activity Scotts valley High School City Scotts Valley County Santa Cruz

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

School Departure Time 2:30 PM

Pickup Time from Place of Activity 7:30 PM

Name of Employee Accompanying Students Kyle Mountain Head Coach

Number of Adults 2 Number of Students 25

Description of Activity/Educational Objective

JV and Varsity Volleyball Games - Away

List All Stops 555 Glenwood Drive Scotts Valley - Scotts Valley High School

Means of Transportation: School Bus

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

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

Cost of Activity \$ 0 + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: To be assigned by Transportation

Requested by: Kyle Mountain / Kyle Mountain Head Coach Date 08/05/2022
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available (☒) Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: Lori Aiello Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 09/14/2022 Day of Activity Wednesday

Location of Activity Hollister High School City Hollister County San Benito

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

School Departure Time 3:00 PM

Pickup Time from Place of Activity 8:00 PM

Name of Employee Accompanying Students Kyle Mountain Head Coach

Number of Adults 2 Number of Students 30

Description of Activity/Educational Objective

JV and Varsity Volleyball Team

List All Stops 1220 Monterey St Hollister - Hollister High School

Means of Transportation: School Bus

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

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

Cost of Activity \$ 0 + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: To be assigned by Transportation

Requested by: Kyle Mountain / Kyle Mountain Head Coach Date 08/05/2022
 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available () Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 09/14/2022 Day of Activity Wednesday

Location of Activity 300 la fonda ave Harbor High School City Santa Cruz County Santa Cruz

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

School Departure Time 2:30 PM

Pickup Time from Place of Activity 7 PM

Name of Employee Accompanying Students Casey Lyon

Number of Adults 2 Number of Students 40

Description of Activity/Educational Objective

Water Polo game

List All Stops Harbor High School

Means of Transportation: School Bus

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

**If using District vans, driver names must be listed: 0

Cost of Activity \$ 0 + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: to be assigned by Transportation

Requested by: Casey Lyon / Casey Lyon Date 08/05/2022
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available (x) Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: Lori Aiello Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 09/20/2022 Day of Activity Tuesday

Location of Activity 250 E beach st City Watsonville County Santa cruz
~~Watsonville High School~~

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

School Departure Time 3:30 PM

Pickup Time from Place of Activity 7:30 PM

Name of Employee Accompanying Students Kyle Mountain

Number of Adults 2 Number of Students 30

Description of Activity/Educational Objective
League volleyball game

List All Stops Watsonville High school

Means of Transportation: School Bus

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

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

Cost of Activity \$ _____ + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: to be assigned by Transportation

Requested by: Kyle Mountain / Kyle Mountain Date 08/05/2022
 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available (x) Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: Lori Aiello Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 09/23/2022 Day of Activity Friday and Saturday

Location of Activity Watsonville High School City Watsonville County Santa Cruz

School PG High School Class or Club Girls Water Polo Team Grade Level/s 9-12

School Departure Time 12:00 PM

Pickup Time from Place of Activity 7:00 same day pick PM

Name of Employee Accompanying Students Greg Enterline

Number of Adults 2 Number of Students 15

Description of Activity/Educational Objective
Girls Varsity Water Polo tournament. 2 Games each day

List All Stops Watsonville High School

Means of Transportation: Auto*

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

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

Cost of Activity \$ 325.00 + Cost of Transportation \$ 0 = Total \$ 325.00

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

Account Code: Wells Fargo Bank - Athletics Department Fund #1965169244/Water Polo account #420

Requested by: Greg Enterline / Greg Enterline Date 08/04/2022
 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/04/2022

Transportation Department/District Office Use

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

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 09/26/2022 Day of Activity Monday

Location of Activity Monte Vista Christian high school City Watsonville County Santa Cruz

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

School Departure Time 3:15 PM

Pickup Time from Place of Activity 7:30 PM

Name of Employee Accompanying Students Kyle Mountain

Number of Adults 2 Number of Students 30

Description of Activity/Educational Objective
League volleyball game

List All Stops Monte Vista Christian High School

Means of Transportation: School Bus

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

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

Cost of Activity \$ 0 + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: to be assigned by Transportation

Requested by: Kyle Mountain / Kyle Mountain Date 08/05/2022
 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available (x) Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: Lori Aiello Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity 10/05/2022 Day of Activity Wednesday

Location of Activity 3800 airline highway -
Ridgemark Golf Course City Hollister County San Benito

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

School Departure Time 1:30 PM

Pickup Time from Place of Activity 6 PM

Name of Employee Accompanying Students John Martine

Number of Adults 1 Number of Students 7

Description of Activity/Educational Objective
league golf match

List All Stops Ridgemark Golf Course

Means of Transportation: District Van**

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

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

Cost of Activity \$ 0 + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: to be assigned by transportation

Requested by: John Martine / John Martine Date 08/05/2022
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available (☒) Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: Lori Aiello Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 10/21/2022 Day of Activity Friday

Location of Activity 250 E beach st City Watsonville County Santa Cruz
~~Watsonville High School~~

School PG High School Class or Club JV Football Grade Level/s 9-10

School Departure Time 3:30 PM

Pickup Time from Place of Activity 7:30 PM

Name of Employee Accompanying Students Erik FonFerik

Number of Adults 4 Number of Students 35

Description of Activity/Educational Objective

JV Football league game

List All Stops Watsonville High School

Means of Transportation: School Bus

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

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

Cost of Activity \$ 0 + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: to be assigned by Transportation

Requested by: Jeff Gray / Jeff Gray Date 08/05/2022
 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available (x) Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: Lori Aiello Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 10/21/2022 Day of Activity Friday

Location of Activity 250 E Beach st Watsonville High School City Watsonville County Santa Cruz

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

School Departure Time 5:15 PM

Pickup Time from Place of Activity 9:30 PM

Name of Employee Accompanying Students Jeff Gray

Number of Adults 4 Number of Students 35

Description of Activity/Educational Objective

Varsity Football league game

List All Stops Watsonville High School

Means of Transportation: School Bus

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

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

Cost of Activity \$ 0 + Cost of Transportation \$ 0 = Total \$ 0.00

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

Account Code: to be assigned by transportation

Requested by: Jeff Gray / Jef Gray Date 08/05/2022
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 08/05/2022

Transportation Department/District Office Use

() School Bus () Charter () Available (x) Not available Date Received 08/10/2022

Cost Estimate \$ _____

Approved by Transportation Supervisor: Lori Aiello Date 08/10/2022

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

SUBJECT: Amended Contract with Positive Behavior Supports Corp.

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the amended contract between Pacific Grove Unified School District and Positive Behavioral Supports Corp.

BACKGROUND:

The district will provide a Behavior Technician to serve as a one to one for a student on an Individual Education Plan (IEP). In addition, a Board Certified Behavior Analyst (BCBA) will provide supervision and oversight to the provision of a highly specialized behavior intervention plan, analyze data, and continue to provide consultation to the classroom team and the student's IEP team.

INFORMATION:

The original contract was approved by the board during the June 16, 2022 board meeting. And IEP meeting was held on August 2, 2022 and it was determined we need to increase Board Certified Behavior Analyst (BCBA) supervision from 1.5 hours per week to 3.0 hours per week.

FISCAL IMPACT:

\$77,700	1 Behavior Technicians 7.0 hours daily for 185 days (\$60/hr)
\$12,800	1 Board Certified Behavior Analyst 3.0 hours weekly for 36 weeks + 20 hrs additional time for data analysis and IEP meeting attendance. (\$100/hr)
\$90,500	Total not previously budgeted

Funding Source-Contracted Services
Redirect unused funding from unfilled vacancies to contracted services

This new contract novates the former contract dated June 16, 2022.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Positive Behavioral Supports, Corp

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Student Services

ACCOUNT CODE 01-6500-0-5750-1180-5800-00-000-2375-0740

FUNDING SOURCE Contracts

AGREEMENT TOTAL AMOUNT up to \$90,500

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of July 1, 2022 between the Pacific Grove Unified School District ("District") and Positive Behavioral Supports, Corp ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Sign Language Interpreter. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide sign language interpretation services as needed for meetings, teacher conferences and school events.
2. **Term.** Consultant shall commence providing services under this Agreement on July 27, 2022, and will diligently perform as required and complete performance by May 26, 2023.
3. **Compensation.** District agrees to pay \$60/hr for Behavior Techs and \$100/hr for Board Certified Behavior Analysts to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed

\$90,500.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.

14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District

Name Nicole Postma

435 Hillcrest Avenue

Address: 7108 South Kanner Hwy

Pacific Grove, CA 93950

City/State/Zip: Stuart, FL 34997

ATTENTION: Song Chin-Bendib,

Phone: on file

Assistant Superintendent/CBO

Email: on file

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☒ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☒ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: Clare Davies

Name: Nicole Postma

Title: Director of Student Services

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services – eSpark, Inc.

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract with eSpark, Inc. for the 2022-2023 school year.

BACKGROUND:

eSpark is a computer program used to differentiate instruction in mathematics and English Language Arts. The program's activities are based on a student's demonstrated level of learning. An added benefit is that the information from the Measurement of Academic Progress assessments given at all grade levels downloads into eSpark which creates activities for students based on their learning needs. This is one part of our multi-faceted approach to learning recovery in our district.

INFORMATION:

In the past, Forest Grove Elementary School and Robert Down Elementary School have purchased their own computer programs to differentiate instruction. The district is alleviating the burden on the schools' site funds by purchasing eSpark using Learning Recovery Emergency Block Grant funds. By purchasing the program for K-5 students in both elementary schools, this is one step toward aligning instructional practice which will support collaborative discussions between staff at both schools. The program's age-appropriate activities are designed to appeal to our students. This license will run through June, 2023, and all elementary teachers will have access to the program.

FISCAL IMPACT:

This is a one-year license for the 2022-2023 school year to be funded with the Learning Recovery Emergency Block Grant. The cost is \$11,560 which includes two training sessions. The cost was previously borne by the site budgets at both elementary schools.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME eSpark, Inc.

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Curriculum (elementary use)

SUBMITTED BY Buck Roggeman

ACCOUNT CODE Learning Recovery Emergency Block Grant

FUNDING SOURCE Learning Recovery Emergency Block Grant

AGREEMENT TOTAL AMOUNT \$11,560

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 18, 2022 between the Pacific Grove Unified School District ("District") and eSpark ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a educational software provider. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: providing eSpark learning software to grades TK-5 and two training sessions to support the programs use.
2. **Term.** Consultant shall commence providing services under this Agreement on 2022-2023 school year, and will diligently perform as required and complete performance by end of 2022-2023 school year.
3. **Compensation.** District agrees to pay \$11,560 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$11,560 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the

correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States

mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District**Consultant**

Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950
ATTENTION: Song Chin-Bendib,
Assistant Superintendent/CBO

Name eSpark, Inc.
Address: 2045 W. Grand Ave Ste. B #39739
City/State/Zip: Chicago, IL 60612-1577
Phone: 312-894-3100
Email: contracts@eSparkLearning.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

☒ Signed Agreement

- ☐ Fingerprinting/Criminal Background Investigation Certification
☒ W-9 Form
☐ TB Declaration
☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

DocuSigned by:
 By: Buck Roggeman
 Name: Buck Roggeman
 Title: Director of Curriculum
 Date: 8/3/2022

Consultant

DocuSigned by:
 By: Shamoon Atique
 Name: Shamoon Atique
 Date: 8/10/2022

Consultant Information (Consultant to complete):

Address: 2045 W Grand Ave STE B # 39739, Chicago, IL 60612
 Telephone: 312-894-3100
 E-Mail: contracts@esparklearning.com

Type of Business Entity:

- ☐ Corporation, State
☐ Individual
☐ Partnership
☐ Limited Liability Company
☐ Sole Proprietorship
☐ Limited Partnership
☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*



Pacific Grove Unified School District 2022-2023

CONSENT L

2022-2023 School Year | eSpark Quote

Contact Name: Rachel Humm

Contact Email: rachel@esparklearning.com

1	eSpark Scope	List Price	Signed by August 20th*
	<div>Scope</div> <div>Math & ELA All Gr. K-5</div>	\$14,450	<div>\$13,728</div> <div>\$11,560</div>

*Price includes 2 customized, virtual PD sessions and eSpark is honoring a 20% discount for the 22-23 SY.

Add-On Options:

2	Data Analysis & Consultation	List Price	Signed by August 20th*	Select
	<div>Data Analysis</div> <div>2x yearly</div>	<div>Data analysis & recommendations to guide your reflection & celebration</div> <div>Sample 2021-22 data analytics report</div>	<div>\$900</div> <div>\$855</div>	<div><input type="checkbox"/></div>

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



Pacific Grove Unified School District 2022-2023

2022-2023 School Year eSpark Quote

Quote Issued: July 29, 2022

Quote Expires: August 31, 2022

eSpark Learning Signature:

Date: 07/29/2022

Print Name: David Vinca

Title: Founder/CEO

Signature:

Date: 08/03/2000

Print Name: Buck Roggeman

Title: Director of Curriculum

Invoice Details:

Date to Invoice:

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

Y / N PO#:

Payment Terms: Net 30 Days

Contact for Invoicing:

Name: Leslie Ternullo

Email: lternullo@pgusd.org

Phone: 831-646-6508

Please return via:

Email: contracts@eSparkLearning.com

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

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

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

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

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

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

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

SUBJECT: Contract for Services with Kaatz Photography

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Kaatz Photography to provide photography services for the Pacific Grove Middle School (PGMS) musical production in the 2022- 2023 school year.

BACKGROUND:

This is the fourth year Kaatz Photography will photograph the PGMS student musical production.

INFORMATION:

PGMS students will be able to access and download the online photo gallery. The contract commences on January 1, 2023 and ends April 1, 2023.

FISCAL IMPACT:

The total contract for services is not to exceed \$300.00 for the 2022-2023 school and will be paid by the PGMS ASB Drama Account.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Ben Kaatz Photography

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE N/A

FUNDING SOURCE PG Middle School ASB Drama

AGREEMENT TOTAL AMOUNT NTE \$300

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Ben Kaatz Photography. ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as photography service for PG Middle School Musical Production. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: photography service for PG Middle School Musical for the 2022-2023 school year.
2. **Term.** Consultant shall commence providing services under this Agreement on January 1, 2023, and will diligently perform as required and complete performance by April 1, 2023.

3. **Compensation.** District agrees to pay NTE \$300 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$300 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Ben Kaatz Photography</u>
435 Hillcrest Avenue	Address: <u>798 Lighthouse Ave. #114</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Monterey, CA 93940</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>Click or tap here to enter text.</u>
Assistant Superintendent/CBO	Email: <u>Click or tap here to enter text.</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Beem Video and Photography

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Beem Video and Photography at Pacific Grove Middle School (PGMS) to videotape the musical for the 2022-2023 school year. Parents can download and purchase the musical which helps cover the costs that the PGMS Drama department pays out of pocket.

BACKGROUND:

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

INFORMATION:

Beem Video and Photography will videotape and complete a large scale musical production of our 2022-2023 PGMS Drama students that can be purchased by our PGMS families. The contract commences on February 1, 2023 and ends April 1, 2023.

FISCAL IMPACT:

The total contract for services is not to exceed \$350.00 for the 2022-2023 school year and will be paid by the PGMS ASB Drama budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Beem Video and Photography

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE N/A

FUNDING SOURCE PG Middle School ASB Drama Account

AGREEMENT TOTAL AMOUNT NTE \$350

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Beem Video and Photography ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as videotaping PG Middle School Musical. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: recording PG Middle School Musical, make necessary edits for color and light.
2. **Term.** Consultant shall commence providing services under this Agreement on February 1, 2023, and will diligently perform as required and complete performance by April 1, 2023.

3. **Compensation.** District agrees to pay NTE \$350 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$350 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Beem Video and Photography</u>
435 Hillcrest Avenue	Address: <u>836 2nd Street</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Pacific Grove, CA 93950</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>Click or tap here to enter text.</u>
Assistant Superintendent/CBO	Email: <u>Click or tap here to enter text.</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Peninsula Sports, Inc.

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Peninsula Sports, Inc. at Pacific Grove Middle School (PGMS) to provide administration of the referee schedule for the 2022-2023 school year.

BACKGROUND:

For the past 21 years, Peninsula Sports, Inc. has scheduled and provided referees for the PGMS sports activities. PGMS will pay the referees through the Arbiter-Pay Trust Account.

INFORMATION:

Peninsula Sports Inc. is currently the only provider for referees at PGMS games. The contract commences on August 19, 2022 and ends June 1, 2023.

FISCAL IMPACT:

The total contract for services is not to exceed \$1,000.00 for the 2022-2023 school year and will be paid by the PGMS after-school athletics budget.

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PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Peninsula Sports, Inc.

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE 01-0000-0-1176-4200-5800-00-005-8000-0720

FUNDING SOURCE After school athletic budget

AGREEMENT TOTAL AMOUNT NTE \$1000

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Peninsula Sports, Inc. ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as administrative to schedule the referees. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide administrative to schedule the referees for the 2022- 2023 school year for after school sports for PG Middle School.
2. **Term.** Consultant shall commence providing services under this Agreement on August 19, 2022, and will diligently perform as required and complete performance by June 1, 2023.

3. **Compensation.** District agrees to pay NTE \$1000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed N/A during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Peninsula Sports, Inc.</u>
435 Hillcrest Avenue	Address: <u>1732 Fremont Blvd. Suite 200B</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Seaside, CA 93955</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>Click or tap here to enter text.</u>
Assistant Superintendent/CBO	Email: <u>Click or tap here to enter text.</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Premier Studios of California

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Premier Studios of California at Pacific Grove Middle School (PGMS) to provide photography services for the 2022-2023 school year.

BACKGROUND:

Premier Studios of California has provided photography services for over 15 years and offers online purchasing services for families.

INFORMATION:

Premier Studios of California services include providing school pictures, ID's, student of the month pictures, sports pictures and the 8th grade panorama and promotion pictures for the 2022-2023 school year. The contract commences on August 19, 2022 and will end June 1, 2023.

FISCAL IMPACT:

There is no fiscal impact for this service to PGMS or the District. Premier Studios collects payment from the families who choose to purchase photo packages directly from them. The Student of the Month photos are free of charge to the families of the student that receives this recognition.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Premier Studios of California

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE N/A

FUNDING SOURCE N/A

AGREEMENT TOTAL AMOUNT No fee is charged to PG Middle School

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Premier Studios of California ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as PG Middle School Photographer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide photography services for school pictures, student ID's, staff ID's, Student of the Month pictures, Sports Pictures, 8th grade Panorama Picture, and 8th grade Promotion pictures for the 2022-2023 school year.
2. **Term.** Consultant shall commence providing services under this Agreement on August 19, 2022, and will diligently perform as required and complete performance by June 1, 2023.

3. **Compensation.** District agrees to pay no fees, the consultant is paid as the parents/guardians pay for their pictures to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed N/A during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Song Chin-Bendib,
 Assistant Superintendent/CBO

Name Premier Studios of California
 Address: 4746 W. Jennifer Ave. #101
 City/State/Zip: Fresno, CA 93722
 Phone: 559-274-9231
 Email: [Click or tap here to enter text.](#)

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

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

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Valerie Rhoades at Pacific Grove Middle School (PGMS) to serve as a costume consultant for the middle school drama musical.

BACKGROUND:

Valerie Rhoades has created costumes for the PGMS Drama department for the last five years.

INFORMATION:

This is the sixth year Valerie Rhoades has created the costumes for the PGMS Musical. The contract commences on January 1, 2023 and ends March 1, 2023.

FISCAL IMPACT:

The total contract for services is not to exceed \$500.00 for the 2022-2023 school year and is paid by the ASB Drama Budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Valerie Rhoades

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE N/A

FUNDING SOURCE PGMS ASB Drama

AGREEMENT TOTAL AMOUNT NTE \$500

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 22, 2022 between the Pacific Grove Unified School District ("District") and Valerie Rhoades ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Costume Consultant. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: sew and create costumes for PG Middle School Musical cast members
2. **Term.** Consultant shall commence providing services under this Agreement on January 1, 2023, and will diligently perform as required and complete performance by March 1, 2023.

3. **Compensation.** District agrees to pay NTE \$500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed NTE \$500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Valerie Rhoades</u>
435 Hillcrest Avenue	Address: <u>405 Locust Ave. Apt. A</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Pacific Grove, CA 93950</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>Click or tap here to enter text.</u>
Assistant Superintendent/CBO	Email: <u>Click or tap here to enter text.</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for services with Ellsworth Gregory

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Ellsworth Gregory at Pacific Grove Middle School (PGMS) to maintain and tune the piano for the 2022-2023 school year.

BACKGROUND:

This is the seventeenth year Ellsworth Gregory has been tuning the piano at PGMS.

INFORMATION:

Ellsworth Gregory will maintain and tune the piano as needed for the 2022-2023 school year. The contract commences on August 19, 2022 and ends June 14, 2023.

FISCAL IMPACT:

The total contract for services is not to exceed \$450.00 for the 2022-2023 school year and will be paid by the PGMS music budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Ellsworth Gregory

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE 01-0000-0-1155-1000-5800-00-005-1432-0720

FUNDING SOURCE PG Middle School Music Account

AGREEMENT TOTAL AMOUNT NTE \$450

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Ellsworth Gregory. ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as Piano Maintenance for PG Middle School Music Department. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: ensure the piano is properly maintained and tuned throughout the 2022- 2023 school year.
2. **Term.** Consultant shall commence providing services under this Agreement on August 19, 2022, and will diligently perform as required and complete performance by June 14, 2023.

3. **Compensation.** District agrees to pay NTE \$450 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$450 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Ellsworth Gregroy</u>
435 Hillcrest Avenue	Address: <u>P.O. Box 5851</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Carmel, CA 93921</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>831-624-9611</u>
Assistant Superintendent/CBO	Email: <u>Click or tap here to enter text.</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Apolinario Vivit, DBA, Vivit Musical Instrument Repair at Pacific Grove Middle School

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Apolinario Vivit for Pacific Grove Middle School's (PGMS) music department. Services include the sanitization and repair of musical instruments for the 2022-2023 school year.

BACKGROUND:

This is the fourth year that Vivit Instrument Repair has been repairing musical instruments for the PGMS music department. This contract is in addition to the contract with Gary Stotz for instrument repair.

INFORMATION:

Vivit Instrumental will repair musical instruments for the 2022-2023 school year. The contract commences on August 19, 2022 and ends June 14, 2023.

FISCAL IMPACT:

The total contract for services is not to exceed \$500.00 for the 2022-2023 school year and will be paid out of the PGMS music budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Apolinario Vivit DBA Vivit Instrument Repair

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE 01-0000-0-1155-1000-5800-00-005-1432-0720

FUNDING SOURCE PG Middle School Music Account

AGREEMENT TOTAL AMOUNT NTE \$500

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Apolinario Vivit DBA Vivit Instrument Repair. ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as sanitizing and repairing musical instruments for PG Middle School Music Department. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: sanitizing and repairing musical instruments for PG Middle School Music Department for the 2022- 2023 school year.
2. **Term.** Consultant shall commence providing services under this Agreement on August 19, 2022, and will diligently perform as required and complete performance by June 14, 2023.

3. **Compensation.** District agrees to pay NTE \$500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Apolinario Vivit DBA Vivit Instrument Repair</u>
435 Hillcrest Avenue	Address: <u>707 Pajaro Street</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Salinas, CA 93901</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>Click or tap here to enter text.</u>
Assistant Superintendent/CBO	Email: <u>Click or tap here to enter text.</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Gary M. Stotz

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Gary M. Stotz for Pacific Grove Middle School's (PGMS) music department. Services will be used to maintain and repair musical instruments for the 2022-2023 school year.

BACKGROUND:

Gary M. Stotz has been repairing musical instruments for the PGMS music department for over 12 years. This contract is in addition to the contract with Vivit Instrument Repair since both vendors provide different repair services.

INFORMATION:

Mr. Stotz will repair musical instruments for the 2022-2023 school year. The contract term shall commence on August 19, 2022 and end June 14, 2023.

FISCAL IMPACT:

The total contract for services is not to exceed \$500.00 for the 2022-2023 school year and will be paid by the PGMS music budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Gary M. Stotz

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE 01-0000-0-1155-1000-5600-00-005-1432-0720

FUNDING SOURCE PG Middle School Music Account

AGREEMENT TOTAL AMOUNT NTE \$500

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Gary M. Stotz. ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as instrument repair for PG Middle School Music Department. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: repair instruments for the PG Middle School Music Department for the 2022-2023 school year for students to use.
2. **Term.** Consultant shall commence providing services under this Agreement on August 19, 2022, and will diligently perform as required and complete performance by June 14, 2023.

3. **Compensation.** District agrees to pay NTE \$500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Gary M. Stotz</u>
435 Hillcrest Avenue	Address: <u>1223 Funston Avenue</u>
Pacific Grove, CA 93950	City/State/Zip: <u>Pacific Grove, CA 93950</u>
ATTENTION: Song Chin-Bendib,	Phone: <u>Click or tap here to enter text.</u>
Assistant Superintendent/CBO	Email: <u>Click or tap here to enter text.</u>

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Nicholas Gonzales

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Nicholas Gonzales.

BACKGROUND:

Last year was the first time that Nicholas Gonzales worked with our Boys Basketball team. As a licensed physical therapist, he was able to help with the proper ways to get better outcome with added basketball skills that also were safe for the players and strengthened the athletes for playing this sport.

INFORMATION:

This is a short-term contract for training at the beginning of the Boys Basketball season. The contract starts August 22nd and ends November 4th. The players that wish to participate will meet for two sessions each week except for the week of October 17th (October Break).

FISCAL IMPACT:

The Boys Basketball team will pay for the contract out of their team account. There is no fiscal impact to the District.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Nicholas Gonzales

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT PGHS - Athletics

SUBMITTED BY Lito Garcia

SIGNATURE FROM BUDGET

CONTROL ADMINISTRATOR: _____

REQ (P.O.) NUMBER Click or tap here to enter text.

ACCOUNT CODE Boys Basketball Account #408 Wells Fargo Athletic Department Fund - 1965169244

FUNDING SOURCE Boys Basketball Team Account

AGREEMENT TOTAL AMOUNT \$100.00 per session – two sessions per week August 22 – November 4 (not including the week of October 17th) for a total = \$1,800.00 (18 sessions)

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 2, 2022 between the Pacific Grove Unified School District ("District") and Nicholas Gonzales ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a trainer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: basketball skills, stretching and other exercises

2. **Term.** Consultant shall commence providing services under this Agreement on August 22, 2022, and will diligently perform as required and complete performance by November 4, 2022.
3. **Compensation.** District agrees to pay \$100.00 per session to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,800.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)

9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Song Chin-Bendib,
 Assistant Superintendent/CBO

Name Nicholas Gonzales
 Address: 466 Monroe Street #6
 City/State/Zip: Monterey, CA 93940
 Phone: 8313724782
 Email: nicholas@balancept.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☒ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☒ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Santa Cruz Office of Education for Outdoor Science School

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Santa Cruz Office of Education for the Pacific Grove Middle School's (PGMS) 6th grade Outdoor Science School at Camp Koinonia.

BACKGROUND:

This is an annual contract for the PGMS 6th grade students to attend Camp Koinonia (excluding the COVID shutdown).

INFORMATION:

The Santa Cruz Office of Education offers Camp Koinonia every year, which is located in the Santa Cruz Mountains at 1605 Eureka Canyon Road, Watsonville, CA. This year, the camp runs from January 10th through January 13th. The camp offers the PGMS 6th grade students an opportunity to learn hands on common core aligned science standards, in addition to building skills in collaboration, compromise and cooperation.

FISCAL IMPACT:

Families of 6th grade students will pay the fee to attend. Attempts will be made to assist families that are unable to afford the fee which include but are not limited to: fundraising, donations and/or one-time block grant funds.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Santa Cruz County Office of Education

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

ACCOUNT CODE 01-9005-0-1110-1000-5800-00-005-1400-0720

FUNDING SOURCE Students will pay & from donations

AGREEMENT TOTAL AMOUNT \$398/ student for Outdoor Science School (total does not include transportation fee from PGMS to Koinonia and from Koinonia to PGMS)

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 19, 2022 between the Pacific Grove Unified School District ("District") and Santa Cruz County Office of Education ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a 6th Grade Outdoor Science School. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: 6th Grade Outdoor Science School activities, food, and housing.
2. **Term.** Consultant shall commence providing services under this Agreement on January 10, 2023, and will diligently perform as required and complete performance by January 13, 2023.

3. **Compensation.** District agrees to pay \$398 plus transportation fees/ 6th grade student that is going to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed N/A during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Song Chin-Bendib,
 Assistant Superintendent/CBO

Name Santa Cruz County Office of Education
 Address: 400 Encinal Street
 City/State/Zip: Santa Cruz, CA 95060
 Phone: 831-466-5715
 Email: [Click or tap here to enter text.](#)

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Assistant Superintendent's Office Surplus

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the surplus items on the attached list that is coming from the Assistant Superintendent's Office.

BACKGROUND:

This equipment and furniture are outdated and being replaced with new items that have been requested by Josh Jorn, the incoming Assistant Superintendent starting in September.

INFORMATION:

In our efforts to maintain an accurate inventory we are seeking board approval to surplus these items which do not exceed an estimated value of \$2,000.00.

FISCAL IMPACT:

No Fiscal impact.

[illegible]

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval
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- ☐ Student Learning and Achievement
- ☒ Health and Safety of Students and Schools
- ☐ Credibility and Communication
- ☐ Fiscal Solvency, Accountability and Integrity

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

SUBJECT: Obsolete Electronic Equipment Disposal

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Louis Algaze, Director of Technology Systems

RECOMMENDATION:

The District Administration recommends the Board review and approve the disposal of the obsolete electronic equipment on the attached list.

BACKGROUND:

As the pace of emerging technologies increases, the shelf life our current equipment on hand gets shorter and shorter every year. Overtime, each site has collected and compiled obsolete technology equipment and has prepared it for recycling and disposal. Some of the Chromebooks on the attached list may have already been approved for excess but have yet to be removed from the sites.

INFORMATION:

To maintain accurate inventory, we will utilize our E-waste vendor Rod Penny to visit each site and collect the obsolete electronic equipment. He will determine if any of the items can be reused, recycled, or disposed of. This will become a yearly process to minimize the excess clutter at each site.

FISCAL IMPACT:

No fiscal impact to the district.

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
Dell Laptop	Outdated	No		Office computer	Dell 4H1ysy1	Latitude E6430
HP Laptop	Outdated	No			29934501	Gateway450SX4
Dell Laptop	Outdated	No		Student Computer	Dell d497tj1	Latitude D530
Dell Laptop	Outdated	No		Office Computer	Dell Gb4tyc1	Latitude D620
Dell Laptop	Outdated	No		Office Computer	Dell D5Blfd1	Latitude D531
Dell Laptop	Outdated	Yes		Office Computer	Dell 8m1F5G1, T19977	Vostro 1400
Dell Laptop	Outdated	Yes		Office Computer	Dell JN04lv1	Latitude E6530
HP Laptop	Outdated	Yes		Office Computer	SN: 5Cb4231rfw	250
HP Chromebook	Outdated	No		Student	T95264	G5
HP Chromebook	Outdated	No		Student	x17	G4
HP Chromebook	Outdated	No		Student	T70816	SMB
HP Procurve Switch	Outdated	Yes		Network		RSVLC-0806
Brother Fax Machine	Outdated	Yes		Office		IntelliFax 1270
Brother Fax Machine	Outdated	Yes		Office		IntelliFax 2080
Qomo Wireless Tablet	Outdated	No		Office	x2	QIT30 RF
Apple iPad Mini	Outdated	No		Student	x3	A1489
Apple iPad	Outdated	No		Student	x7	A1474
Apple Laptop	Outdated	No		Office	101220	A1286
PC Camera	Outdated	Yes		Office	x13	
Xerox Printer	Outdated	No	November 2015	Office		ColorQube 8580
Dell Desktop Computer	Outdated	No	February 2016	Office	Dell FLBF482	Optiplex 7020
Dell Desktop Computer	Outdated	No	July 2012	Office	Dell FW2B6V1	Optiplex 380
Dell Desktop Computer	Outdated	No	November 2011	Student	Dell 7770WR1	Optiplex 380
Dell Desktop Computer	Outdated	No	November 2011	Student	Dell 779yvr1	Optiplex 380
Dell Desktop Computer	Outdated	No	November 2011	Student	Dell 77dvvr1	Optiplex 380
Dell Desktop Computer	Outdated	No		Office	Dell 9slh432	Optiplex 3020
Hall Research Technologies A/V distribution Swit	Outdated	Yes		Classrooms	x19	VSA-31
Mitel Telephone	Outdated	Yes		Office	x6	8528

Pacific Grove Unified School District

School/Site: District Office

Page 1 of 1

Louis Algaze

PRINT NAME OF PERSON COMPLETING FORM:

ADMINISTRATOR'S SIGNATURE

DATE

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval
-----------------------	---------------------------	-------------------------------	--------------------------	----------------

Louis Algaze Jon Anderson



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
Dell Computer	Outdated/won't power on	No	Fall 2013	Computer Lab	FG Library X3787 / DO 3597 / DO 100097	Optiplex 390
Dell Computer	Outdated/won't power on	No	Fall 2013	Computer Lab	FG Library X3770 / DO 3802 / DO 100372	Optiplex 390
Dell Computer	Outdated/won't power on	No	Fall 2013	Computer Lab	FG Library X3782 / DO 3452	Optiplex 390
Dell Computer	Outdated/won't power on	No	Spring 2011	Computer Lab	DO 100447	Optiplex 390
Dell Computer	Outdated/won't power on	No	Fall 2013	Computer Lab	FG Library X3781 / DO 3455 / DO 100100	Optiplex 390
Dell Computer	Outdated/won't power on	No	Fall 2013	3rd grade classroom	FG Library X3785 / DO 3595 / DO 100366	Optiplex 390
Dell Computer	Very Outdated	Yes	Pre-2011	Computer Lab	DO 100108	Optiplex 760
Dell Computer	Outdated/stripped for parts	No	Fall 2013	Computer Lab	FG Library X3788 / DO 3451 / DO 100096	Optiplex 390
Dell Computer	Very Outdated	Yes	Pre-2011	OT	DO 100309	Optiplex 755
Dell Computer	Very Outdated	Yes	Pre-2011	Speech	X	Vostro 420
Dell Computer	Very Outdated	Yes	Pre-2011	Kindergarten class	FG Library T74637	Vostro 420
Dell Computer	Outdated/won't power on	No	Pre-2011	Computer Lab	DO 100102 / DO 3596 (blue)	Optiplex 390
Dell Computer	Outdated/won't power on	No	Pre-2011	Computer Lab	DO 101133	Optiplex 390
iPad	Cracked screen. Touch/home button do not work	No	11-19-16	Distance Learning	FG Library T81990 /DO 103827	5th Gen - GG7VQ43JHL F9
Dell Laptop	Broken power port / Very outdated and underpowered	Partially	Pre-2011	Library	FG Library T73974 / DO 3024 (blue)	Latitude e5500
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	5th grade class	FG Library T74327 / DO 3022 (blue)	Latitude e5500
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	FG Library T74294 / DO 3371 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered; broken RAM	No	Pre-2011	Home checkout	DO 3023 (blue)	Latitude E5410

Dell Laptop	Very outdated and underpowered; dead battery	Patially	Pre-2011	Home checkout	DO 3384 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered; dead battery	Patially	Pre-2011	Home checkout	FG Library T74266 / DO 100336 / 3380 (blue tag)	Latitude E5410
Dell Laptop	Very outdated and underpowered; dead battery	Patially	Pre-2011	Home checkout	DO 3374 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	S/N: H0TMSP1	Latitude E5410
Dell Laptop	Very outdated and underpowered; dead battery	Patially	Pre-2011	Home checkout	DO 3367 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered; dead battery	Patially	Pre-2011	Home checkout	DO 3367 (blue) / DO 100340	Latitude E5410
Dell Laptop	Very outdated and underpowered; dead battery	Patially	Pre-2011	Home checkout	FG Library T74640 / DO 100383 / 3366 (blue tag)	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	DO 3375 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	FG Library T74602 / DO 3377 (blue tag)	Latitude E5410
Dell Laptop	Won't power own (Motherboard?), battery problems, very outdated and underpowered	No	Pre-2011	Home checkout	DO 3373 (blue)	Latitude E5410
Dell Laptop	Broken power port, very outdated and underpowered	No	Pre-2011	Home checkout	DO 3381 (blue) / FG Library T74672	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	DO 3379 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	DO 3365 (blue) / FG Library T74643	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	DO 3383 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	DO 3370 (blue) / FG Library T74304	Latitude E5410

Dell Laptop	Battery problems; Very outdated and underpowered	Partially	Pre-2011	Home checkout	DO 3376 (blue) / FG Library T74338	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Room B3	DO 3369 (blue)	Latitude E5410
Dell Laptop	Very outdated and underpowered	Yes	Pre-2011	Home checkout	DO 3378 (blue)	Latitude E5410
Dell Computer	Outdated / runs very slow even after reformatting	Partially	Fall 2013	Computer Lab	DO 100359 / FG Library X3796	Optiplex 390
HP Computer	Damaged hard drive	No	Late 90's - Early 2000's	Server	DO 100307	Brio BA 200
Dell Computer	Extremely outdated	Yes	Dec. 2003	Server	DO 100305	Dimension 2400
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3792	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3866	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3655	iPad 2
iPad	Extremely outdated	Yes	2013	Classroom	DO 3765 / MS Library T70686	iPad 2
iPad	Extremely outdated	Yes	2013	2nd grde classroom	DO 3858 / FG Library T73964	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3768	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3788	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	FG Library T74582	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3773	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3769	iPad 2
iPad	Extremely outdated	Yes	2013	Kindergarten class	x	iPad 2
iPad	Extremely outdated	Yes	2013	Kindergarten class	DO 3853	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	x	iPad 2
iPad	Extremely outdated	Yes	2013	3rd grade class	x	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3794	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3791	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	x	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	x	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3857	iPad 2

iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3868 / T74649	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3859	iPad 2
iPad	Extremely outdated	Yes	2013	Kindergarten class	DO 3780 / FG Library T74628	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3786	iPad 2
iPad	Extremely outdated	Yes	2013	5th grade class	DO 3852 /FG Library T74679	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3861	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3767	iPad 2
iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3789	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3772	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3787	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3774	iPad 2
iPad	Extremely outdated, broken home button	No	2012	iPad Cart	DO 3777	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3775	iPad 2
iPad	Extremely outdated	Yes	2012	1st grade classroom	DO 3862	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3736	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3771	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3739	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3740	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3800	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3737	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3793	iPad 2
iPad	Extremely outdated	Yes	2013	3rd grade classroom	DO3761	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3796	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3790	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3793	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3797	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3738	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3795	iPad 2

iPad	Extremely outdated	Yes	2013	iPad Cart	DO 3798	iPad 2
iPad	Extremely outdated	Yes	2012	iPad Cart	DO 3770	iPad 2
iPad	Extremely outdated, won't boot	No	2011	SDC Classroom	x	iPad
Mitel Telephones	Replaced with IP phones	Yes	Pre-2011	various rooms	26 phones in total	Various models
Dell	Infinite reboots	No	Fall 2013	Computer Lab	x	Optiplex 390

Pacific Grove Unified School District School/Site: Forest Grove

Carey Parker

PRINT NAME OF PERSON COMPLETING FORM:

ADMINISTRATOR'S SIGNATURE

DATE

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval
	Louis Algaze	Jon Anderson		



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
Pile of cables/projector bulbs/toner and ink cartridges/switches/(broken) parts	Outdated/Not functional	N/A	N/A	N/A	N/A	N/A
Dell 4x3 Monitor	Outdated	yes	2007	classroom	x27	1708FPf
Dell Desktop	Outdated	No		Classroom	x14	Optiplex 360
Dell Desktop	Outdated	No		Classroom	x10	Optiplex GX520
HP Printer	Outdated	No		Office		Laserjet P4014n
Brother Printer	Outdated	No		Office		MFC-j4510dw
Epson Printer	Outdated	No		Office		Stylus Color 880
Brother Fax	Outdated	No		Office		Intellifax 2820
Visio TV	Outdated	No		Classroom		E241-A1
Visio TV	Outdated	No		Classroom		E48-C2
Dell Laptop	Outdated	No		Office	x2	pp17L
Dell Laptop	Outdated	No			x3	Latitude 5580
Apple Router	Outdated	No		Classroom	x4	Airport Exteme
Dell Chromebook	Outdated	No			x37	G3
Panasonic VHS Player	Outdated	Yes		classroom		
Epson Projector	Outdated	No		Classroom	x2	EMP-83h
Diamond Auto Mixer	Outdated	No		Classroom		Studiomaster
Califone Headphones	Outdated	Yes - mono only		Classroom	x25	3068AV
Seargent Welch Termperture Probe	Outdated	No		Classroom	x2	ED1051
NorStar Telephones	Outdated	Yes		Office	x40	A0613031
Pacific Grove Unified School District			School/Site:	High School	Page 1 of 1	
Raymond DeVost						
PRINT NAME OF PERSON COMPLETING FORM:			ADMINISTRATOR'S SIGNATURE			DATE
Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval		
Louis Algaze		Jon Anderson				



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
HP Chromebook	Outdated	Yes		Student	x375	G4
Xerox Printer	Outdated	No		Office		M118i

Pacific Grove Unified School District

School/Site: Middle School

Page 1 of 1

Louis Algaze

PRINT NAME OF PERSON COMPLETING FORM:

ADMINISTRATOR'S SIGNATURE

DATE

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval
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Louis Algaze Jon Anderson



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
brother printer	broken	No		Office		MFC 9320CW
Canon Scanner	Outdated	No		Office		8800F
HP Chrombook	Outdated	No		Student	x255	G4
HP Laptop	Outdated	No		Student	x6	215
Acer minicomputer	outdated	No		Student	x2	Aspire One
Dell Minicomputer	outdated	No		Student	Dell 54Z3SM1	
Brother printer	outdated	No		Office		DCP 7020
HP Printer	outdated	No		Office		P2015DN
Mitel Phone	outdated	No		Office	x5	8528
Plantronics Headphones	outdated	No		Student	x20	F5.85355
Elmo Document Camera	outdated	No		Teacher	101932, T94142	TT12ID
Smart Wireless Tablet	outdated	No		Teacher	SN:7AZ047931	WS100
Sunbeam Microwave	outdated	No		Office		E193295
Fellows Paper Shreader	outdated	No		Office		225ci
Redcat Speaker	outdated	No		Teacher	T100810	Redcat RC
Dell Desktop	outdated	No		Office	x8	Optiplex 390
Exacto Pencil Sharpener	outdated	No		office		1675it
Bostitch Pencil Sharpener	outdated	No		office		eps11hc
Brother Printer	outdated	No		office	T94003	hl-2360 dw
Dell Printer	outdated	No		office		2230D
Brother Printer	outdated	No		office		MFC-J5920DW
TMobile Hotspot	outdated	No		Student	x17	T9 Franklin
Brother Printer	outdated	No		Office		MFC-8480DN

Pacific Grove Unified School District

School/Site: Robert Down

Page 1 of 1

Louis Algaze

PRINT NAME OF PERSON COMPLETING FORM:

ADMINISTRATOR'S SIGNATURE

DATE

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval
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Louis Algaze Jon Anderson



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
Dell laptop		no		student use	104137	latitude E5470
Dell laptop	wont start	no		student use	105508/104135	latitude E5470
Dell laptop-P79G002	no longer working	no		student use	104486	latitude 3580
Dell-P79G	Start failure	no		student use	104493	Latitude 3580
Dell	Start failure	no		student use	104468	Latitude 3580
Dell	no longer working	no		student use	105507	LatitudeE5470
Dell	no longer working	no		student use	104138	LatitudeE5470
4 HP Chrome Book 14	no longer working	no		student use	103346/T901726	G3
Dell-P86F	broken	no		student use		Latitude 3500
Dell-P79G	no longer working	no		student use	104464	Latitude 3580
Dell	no longer working	no		student use	104459	Latitude 3580
Dell-P79G	no longer working	no		student use	104490	Latitude3580
Dell-P62G	no longer working	no		student use	104122	Latitude E5470
Dell-P79G	no longer working	no		student use	104484	Latitude 3580
Dell-P79G	no longer working	no		student use	104491	Latitude 3580
Dell-P62G	no longer working	no		student use	104128	Latitude E5470
Dell-P62G	no longer working	no		student use	104121	Latitude E5470
Dell-P79G	no longer working	no		student use	104478	Latitude 3580
10 Dell laptops	no longer works	no		Student use		Latitude 3580s

Pacific Grove Unified School District

School/Site: Adult School

Page 1 of 1

Trinidad Maturino

PRINT NAME OF PERSON COMPLETING FORM:

ADMINISTRATOR'S SIGNATURE

DATE

Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval
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Louis Algaze

Jon Anderson



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

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

SUBJECT: Pacific Grove High School Woodshop Surplus Items

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the attached surplus items from the Pacific Grove High School (PGHS) woodshop.

BACKGROUND:

This equipment is outdated and no longer needed as the PGHS transitions to robotics work.

INFORMATION:

In our efforts to maintain an accurate inventory we are seeking Board approval to surplus these items. These items will either be donated to non-profit groups or used to fundraise for the new robotics program.

FISCAL IMPACT:

No Fiscal impact.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SURPLUS DISCARD FORM

BOARD MEETING DATE: AUGUST 18, 2022

Description/ Make (brand name & type of equipment)	Type (Electronic, Furniture, Supplies, Fixtures)	Reason for Discard	Qty	Working (Yes/ No)	Purchase Date	Last Function	Bar Code/ ID (if over \$500)	Model/ Serial Number Model
Handheld planer	Electronic	outdated	1	unknown	na	woodshop class	na	Makita 19008
VHS player	Electronic	outdated	1	unknown	na	unknown	na	Funai **
engraver	Electronic	outdated	1	unknown	na	woodshop class	na	Craftsman **
Paint sprayer	Electronic	outdated	1	unknown	na	unknown	481	Apollo 800/695806*
belt sander	Electronic	outdated	1	unknown	na	woodshop class	na	Black and Decker **
belt sander	Electronic	outdated	1	unknown	na	woodshop class	na	Skil 7832
router and table	Electronic	outdated	1	unknown	na	woodshop class	na	049543 A 406
table saw Powermatic	Electronic	outdated	1	yes	na	woodshop class	unknown	049543 A 406
Planer Powermatic	Electronic	outdated	1	yes	na	woodshop class	100300	6072002667
Planer Delta	Electronic	outdated	1	no	na	woodshop class	unknown	2013-16 CT 023552
router and table	Electronic	outdated	1	unknown	na	woodshop class	na	unknown
table saw - Jet	Electronic	outdated	1	yes	na	woodshop class	100609	unknown
joiner - Cutler Hammer	Electronic	outdated	1	no	na	woodshop class	100612	112-8247
joiner - PowerMatic	Electronic	outdated	1	yes	na	woodshop class	unknown	1401654A0457 *
grinder	Electronic	outdated	1	unknown	na	woodshop class	na	371531442
orbital sander	Electronic	outdated	1	unknown	na	woodshop class	na	932040
orbital sander	Electronic	outdated	1	unknown	na	woodshop class	na	32533
orbital sander	Electronic	outdated	1	unknown	na	woodshop class	na	941148
orbital sander	Electronic	outdated	1	unknown	na	woodshop class	na	289064
orbital sander	Electronic	outdated	1	unknown	na	woodshop class	na	935137
plate joiner	Electronic	outdated	1	unknown	na	woodshop class	na	301915 4060
router	Electronic	outdated	1	unknown	na	woodshop class	na	910045
router	Electronic	outdated	1	unknown	na	woodshop class	na	890087
router	Electronic	outdated	1	unknown	na	woodshop class	na	890087
chop saw - Makita	Electronic	excess	1	unknown	na	old robotics	na	174589
scroll saw	Electronic	outdated	1	no	na	woodshop class	na	Model 57-2
Hair Dryer - Conair	Electronic	outdated	1	unknown	na	woodshop class	na	1875
Steam Bending Kit	Electronic	outdated	1	unknown	na	woodshop class	na	JH3014
battery chargers	Electronic	outdated	2	unknown	na	woodshop class	na	315.25926
battery chargers	Electronic	outdated	2	unknown	na	woodshop class	na	315.CH2030
battery chargers	Electronic	outdated	1	unknown	na	woodshop class	na	DW9226
battery chargers	Electronic	outdated	2	unknown	na	woodshop class	na	1426101
18 volt battery	Electronic	outdated	3	no	na	woodshop class	na	130260001
drill master 18v flashlight w/battery	Electronic	broken	1	no	na	unknown	na	Item 69652

NOT TO BE USED FOR TEXTBOOKS

*Nubers difficult to read

**Could not locate serial number

NAME OF PERSON COMPLETING FORM (PRINTED)			ADMINISTRATOR'S SIGNATURE		DATE	
Do not write below this line						
Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval		Board Approval	

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SURPLUS DISCARD FORM

BOARD MEETING DATE: AUGUST 18, 2022

Description/ Make (brand name & type of equipment)	Type (Electronic, Furniture, Supplies, Fixtures)	Reason for Discard	Qty	Working (Yes/ No)	Purchase Date	Last Function	Bar Code/ ID (if over \$500)	Model/ Serial Number Model
Walnut and Oak Veneer	Supplies	na	scraps	na	unknown	woodshop class		na
Cabinet pulls, hinges, etc.	Supplies	na	200	na	unknown	woodshop class		na
Sharpening blocks	Supplies	na	4	na	unknown	woodshop class		na
Misc. screws, nails	Supplies	outdated	50lbs	na	unknown	woodshop class		na
foam roller	Supplies	na	3	na	unknown	unknown		na
foam paint brush and assorted pair	Supplies	na	50	na	unknown	woodshop class		na
mirror tile (12 in by 12 in)	Supplies	na	1 box	na	unknown	woodshop class		na
electric carving knife	Supplies	na	1	na	unknown	unknown		na
pipe clamps (ends only)	Supplies	na	20	na	unknown	woodshop class		na
plastic tablecloths	Supplies	na	6	na	unknown	woodshop class		na
corks	Supplies	na	40	na	unknown	unknown		na
Misc. pieces to missing tools	Supplies	na	10-20	na	unknown	unknown		na
old goggles	Supplies	outdated	20	na	unknown	woodshop class		na
Assorted bits	Supplies	incomplete sets	10 sets	na	unknown	woodshop class		na
dowel centers	Supplies	incomplete sets	1 set	na	unknown	woodshop class		na
drill bit set	Supplies	incomplete sets	1 set	na	unknown	woodshop class		na
right angle vise	Supplies	na	1	na	unknown	woodshop class		na
Misc sandpaper	Supplies	na	boxes	na	unknown	woodshop class		na
Woodworking books	Supplies	na	30	na	unknown	woodshop class		na
WoodSmith magazines	Supplies	na	100	na	unknown	woodshop class		na
miscellaneous wood pieces	Supplies	na	40 board	na	unknown	woodshop class		na
drill bit set	Supplies	na	5	na	unknown	woodshop class		na
letter stencils	Supplies	na	1 set	na	unknown	woodshop class		na
small parts organizer cabinet	Supplies	na	5	na	unknown	woodshop class		na
shims	Supplies	na	1 bag	na	unknown	woodshop class		na
pantograph	Supplies	na	1	na	unknown	woodshop class		na
oil cans	Supplies	na	5	na	unknown	woodshop class		na
metal shelving rods	Supplies	na	30	na	unknown	woodshop class		na
hand planer	Supplies	na	20	na	unknown	woodshop class		na
casters	Supplies	na	20	na	unknown	woodshop class		na
mallets	Supplies	excess	20	na	unknown	woodshop class		na
hammers	Supplies	na	5	na	unknown	woodshop class		na
scrapers	Supplies	na	18	na	unknown	woodshop class		na
screwdrivers	Supplies	na	30	na	unknown	woodshop class		na
files	Supplies	na	15	na	unknown	woodshop class		na
misc wrenches	Supplies	na	15	na	unknown	woodshop class		na
wood clamps	Supplies	na	28	na	unknown	woodshop class		na
band saw blades	Supplies	do not fit machines	2	na	unknown	woodshop class		na
hole centerers	Supplies	na	2	na	unknown	woodshop class		na
pipe clamps	Supplies	na	22	na	unknown	woodshop class		na
tool stand - Black and Decker	Supplies	na	1	na	unknown	woodshop class		na
mobile base	Supplies	na	1	na	unknown	woodshop class		na
miscellaneous sockets	Supplies	incomplete sets	2	na	unknown	woodshop class		na

*NOT TO BE USED FOR TEXTBOOKS

NAME OF PERSON COMPLETING FORM (PRINTED)			ADMINISTRATOR'S SIGNATURE		DATE
Do not write below this line					
Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval	

PACIFIC GROVE UNIFIED SCHOOL DISTRICT SURPLUS DISCARD FORM

BOARD MEETING DATE: AUGUST 18, 2022

Description/ Make (brand name & type of equipment)	Type (Electronic, Furniture, Supplies, Fixtures)	Reason for Discard	Qty	Working (Yes/ No)	Purchase Date	Last Function	Bar Code/ ID (if over \$500)	Model/ Serial Number Model
Spray Paint	Supplies	na	7 cans	na	unknown	woodshop class	na	na
wood filler/dough	Supplies	na	3 cans	na	unknown	woodshop class	na	na
cascamite glue	Supplies	na	1 can	na	unknown	woodshop class	na	na
motor oil	Supplies	na	1 can	na	unknown	woodshop class	na	na
Paint	Supplies	na	1 can	na	unknown	woodshop class	na	na
denatured alcohol solvent	Supplies	na	2 cans	na	unknown	woodshop class	na	na
Satin finishing wax	Supplies	na	5 cans	na	unknown	woodshop class	na	na
metal fireproof container	Supplies	na	1	na	unknown	woodshop class	na	na
polish pens	Supplies	na	3	na	unknown	woodshop class	na	na
tack cloths	Supplies	na	3	na	unknown	woodshop class	na	na
wood sealer	Supplies	na	1 can	na	unknown	woodshop class	na	na
pipe thread compound	Supplies	na	1 bottle	na	unknown	woodshop class	na	na
wood and bamboo conditioner	Supplies	na	1 bottle	na	unknown	woodshop class	na	na
shellac	Supplies	na	1 can	na	unknown	woodshop class	na	na
rubber cement	Supplies	na	3 jars	na	unknown	woodshop class	na	na
DAP glazing	Supplies	na	2 jars	na	unknown	woodshop class	na	na
putty	Supplies	na	1 can	na	unknown	woodshop class	na	na
wood wax	Supplies	na	6 cans	na	unknown	woodshop class	na	na
linseed oil	Supplies	na	1 can	na	unknown	woodshop class	na	na
thread solvent	Supplies	na	1 can	na	unknown	woodshop class	na	na
contact cement	Supplies	na	1 bottle	na	unknown	woodshop class	na	na
wood finish (The Good Stuff)	Supplies	na	3 cans	na	unknown	woodshop class	na	na
polyurethane	Supplies	na	2 cans	na	unknown	woodshop class	na	na
unknown liquids	Supplies	na	3 bottles	na	unknown	woodshop class	na	na
thin set mortar	Supplies	na	1 can	na	unknown	woodshop class	na	na
sheet flooring adhesive	Supplies	na	1 can	na	unknown	woodshop class	na	na
stain	Supplies	na	1 can	na	unknown	woodshop class	na	na
pipe cement	Supplies	na	1 can	na	unknown	woodshop class	na	na
plaster of paris	Supplies	na	1 can	na	unknown	woodshop class	na	na
tire sealant	Supplies	na	1 can	na	unknown	woodshop class	na	na
floor adhesive	Supplies	na	1 can	na	unknown	woodshop class	na	na
Paint remover	Supplies	na	1 bottle	na	unknown	woodshop class	na	na
Wood oil (Tung Oil)	Supplies	na	1 can	na	unknown	woodshop class	na	na
acetone	Supplies	na	1 can	na	unknown	woodshop class	na	na
liquid nails	Supplies	na	1 tube	na	unknown	woodshop class	na	na
paint and poly remover	Supplies	na	1 can	na	unknown	woodshop class	na	na
Paint thinner	Supplies	na	2 cans	na	unknown	woodshop class	na	na
Vegetable Oil	Supplies	na	1 bottle	na	unknown	woodshop class	na	na
Paint	Supplies	na	5 gal	na	unknown	woodshop class	na	na
Elmers all purpose glue	Supplies	na	3.78 liters	na	unknown	woodshop class	na	na
paint	Supplies	na	3 quarts	na	unknown	woodshop class	na	na
ammonia	Supplies	na	1 bottle	na	unknown	woodshop class	na	na
wood glue	Supplies	na	4 gallons	na	unknown	woodshop class	na	na
potassium chromate	Supplies	na	500 g	na	unknown	woodshop class	na	na
muratic acid	Supplies	na	1 bottle	na	unknown	woodshop class	na	na
marking chalk	Supplies	na	1 bottle	na	unknown	woodshop class	na	na

*NOT TO BE USED FOR TEXTBOOKS

NAME OF PERSON COMPLETING FORM (PRINTED)			ADMINISTRATOR'S SIGNATURE		DATE
Do not write below this line					
Site Library Approval	District Tech Approval	Maintenance & Ops Approval	Business Office Approval	Board Approval	

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

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

SUBJECT: Contract for Services with Between Your Ears Entertainment LLC. at Forest Grove and Robert H. Down Elementary Schools

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Between Your Ears Entertainment LLC. for the Morris Brothers to perform Character Education and Anti-bullying assemblies at both Forest Grove and Robert H. Down Elementary Schools.

BACKGROUND:

Bullying has been an ongoing issue at both Forest Grove and Robert H. Down Elementary Schools. A recent California Healthy Kids survey has shown that bullying in schools is still present as students return back to campuses from distance learning.

INFORMATION:

Between Your Ears Entertainment LLC. has offered the Morris Brothers We Stand as One Tour to perform a Character Education and Anti-bullying assembly. Two separate assemblies will be held for primary and intermediate grade levels at each elementary school on September 12, 2022.

FISCAL IMPACT:

The total cost for the contract for services is \$2,370. This cost will be split between both elementary schools (\$1,185 each) and paid for out of each school's School Plan for Student Achievement (SPSA) budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Between Your Ears Entertainment - The Morris Brothers

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Robert Down Elementary and Forest Grove Elementary

SUBMITTED BY Sean Keller

ACCOUNT CODE RHD: 01-0000-0-1110-1000-5800-00-002-1005-0720 FG: 01-0000-0-1110-1000-5800-00-003-1005-0720

FUNDING SOURCE _____

AGREEMENT TOTAL AMOUNT \$2,370.00

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of _____ between the Pacific Grove Unified School District ("District") and _____ ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;
NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a _____. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: ~~Click or tap here to enter text~~ (2) 50-minute assemblies on Anti-Bullying & Character Education at Robert Down & Forest Grove Elementary on September 12, 2022.
2. **Term.** Consultant shall commence providing services under this Agreement on _____, and will diligently perform as required and complete performance by _____.

3. **Compensation.** District agrees to pay _____. to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed _____ during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)

9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.

10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.

11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.

12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name _____
435 Hillcrest Avenue	Address: _____
Pacific Grove, CA 93950	City/State/Zip: _____
ATTENTION: Song Chin-Bendib,	Phone: _____
Assistant Superintendent/CBO	Email: _____

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

By: Sam B. Kella

Name: _____

Title: Robert H. Down Elementary Principal

Date: _____

Consultant

By: Mark Culbertson

Name: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*



Contract / Invoice / Quote

Between Your Ears Entertainment, LLC agrees to perform the following 55-minute assembly:

Topic: Character Education + Bullying Assembly
Date: September 12, 2022
Arrival & Equipment Load-in Time: 7:30 am
Performance Time: 9:00 am & 10:20 am
Location: Robert Down Elementary

- Mail out the 20% security deposit, or full amount, upon receiving this contract. Or issue P.O # -

Please mail the remaining balance the week of, day of, or after the performance, via PTA check, purchase order & school check, or credit card. Please make payment to **Between Your Ears Entertainment** and mail to: 3839 McKinney Ave, Suite #155-216, Dallas, TX 75204.

Please check each item indicating you have read & agree to:

☐ Assembly Performance Fee.....\$1,185.00
☐ 20% security deposit of performance fee (*pay upon receipt of contract*).....**\$237.00***
☐ Add on (optional): SEL Digital Classroom / Online 12-month Library Subscription.....\$199.00
 *SEL teaching modules featuring animation, live action, video, music & lesson plans
 * If selected, add to total.
☐ Promotional songs + hall posters + teacher + parent information will be emailed in advance

1. Parking + School Access + Equipment Set Up

- a. ☐ **6 ft. table** - on stage or concert floor
- b. ☐ **Handicap ramps or curb access** - to roll in equipment to cafeteria or gym
- c. ☐ **Parking** - during load in / out & duration of concert
- d. ☐ **Covid-19 protocol** - MB will follow school issued guidelines at all times.
- e. ☐ **Covid-19 protocol** - MB show designed for **1 or 2 performers** on stage

- PLEASE SIGN & EMAIL OR (FAX) TO (323) 297-6002 as soon as possible -

 School Signature

Mark Culbertson
 CEO / Chief Idea Officer

 Date

June 9, 2022
 Date

.....
Corporate Office # - (800) 326-5917, ext. 102
Fax - (323) 297-6002
Email - info@betweenyourears.com



Contract / Invoice / Quote

Between Your Ears Entertainment, LLC agrees to perform the following 55-minute assembly:

Topic: Character Education + Bullying Assembly
Date: September 12, 2022
Arrival & Equipment Load-in Time: 12:00 pm
Performance Time: 1:15 pm & 2:15 pm
Location: Forest Grove Elementary

- Mail out the 20% security deposit, or full amount, upon receiving this contract. Or issue P.O # -

Please mail the remaining balance the week of, day of, or after the performance, via PTA check, purchase order & school check, or credit card. Please make payment to **Between Your Ears Entertainment** and mail to: 3839 McKinney Ave, Suite #155-216, Dallas, TX 75204.

Please check each item indicating you have read & agree to:

☐ Assembly Performance Fee.....\$1,185.00
☐ 20% security deposit of performance fee (*pay upon receipt of contract*).....**\$237.00***
☐ Add on (optional): SEL Digital Classroom / Online 12-month Library Subscription.....\$199.00
 *SEL teaching modules featuring animation, live action, video, music & lesson plans
 * If selected, add to total.
☐ Promotional songs + hall posters + teacher + parent information will be emailed in advance

1. Parking + School Access + Equipment + Students needed for Video Wall Set Up

- a. ☐ **6 ft. table** - on stage or concert floor
- b. ☐ **Handicap ramps or curb access** - to roll in equipment to cafeteria or gym
- c. ☐ **Parking** - during load in / out & duration of concert
- d. ☐ **Covid-19 protocol** - MB will follow school issued guidelines at all times.
- e. ☐ **Covid-19 protocol** - MB show designed for **1 or 2 performers** on stage

- PLEASE SIGN & EMAIL OR (FAX) TO (323) 297-6002 as soon as possible -

 School Signature

Mark Culbertson
 CEO / Chief Idea Officer

 Date

June 8, 2022
 Date

.....
Corporate Office # - (800) 326-5917, ext. 102
Fax - (323) 297-6002
Email - info@betweenyourears.com

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

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

SUBJECT: Contract for Services with Kyle Dine at Forest Grove and Robert H. Down Elementary Schools

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify the contract for services with Kyle Dine to provide Food Allergy assemblies at both Forest Grove and Robert H. Down Elementary Schools.

BACKGROUND:

After researching food allergy education services, the Robert H. Down Elementary Site Council located food allergy educator, Kyle Dine. The presentation he offers provides entertainment and education on food allergies by incorporating music and puppets. This presentation is part of an educational movement for families, students, and staff to better understand and respond to food allergy issues.

INFORMATION:

Kyle Dine provided a 45-minute assembly for all grade levels at each elementary school on Tuesday August 9, 2022. The assembly was held in the morning at Forest Grove Elementary School and in the afternoon at Robert H. Down Elementary School.

FISCAL IMPACT:

The total cost for the contract for services is \$1,100. This cost will be split between both elementary schools (\$550 each) and paid for out of each school's School Plan for Student Achievement (SPSA) budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Kyle Dine

TAX I.D. NUMBER* 684-69-3651 (SIN) *(Consultant to complete)*

SITE/DEPARTMENT Robert H. Down & Forest Grove Elementary Schools

SUBMITTED BY Sean Keller

ACCOUNT CODE 01-0000-0-1110-1000-5800-00-002-1005-0720 (RHD)

01-0000-0-1110-1000-5800-00-003-1005-0720 (FG)

FUNDING SOURCE SPSA

AGREEMENT TOTAL AMOUNT \$1,100

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of June 13, 2022 between the Pacific Grove Unified School District ("District") and Kyle Dine ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a food & education performer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Click or tap here to enter text.
2. **Term.** Consultant shall commence providing services under this Agreement on August 9, 2022, and will diligently perform as required and complete performance by August 9, 2022.

3. **Compensation.** District agrees to pay \$1,100.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,100.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
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10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

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14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District

Consultant

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Song Chin-Bendib,
 Assistant Superintendent/CBO

Name Kyle Dine
 Address: 158 Bradstone St.
 City/State/Zip: Kingston, ON K7P 3J2, CA
 Phone: 781-361-9932
 Email: kyledine@gmail.com

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☐ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☐ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: Sean Keller

Name: Kyle Dine

Title: RHD Principal

Date: June 13, 2022

Date: June 13, 2022

Consultant Information (Consultant to complete):

Address: 158 Bradstone Street, Kingston ON, K7P 3J2, Canada

Telephone: 781-361-9932

E-Mail: kyledine@gmail.com

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☒ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

Invoice

Kyle Dine Performance



Payment

Check payable to:
Kyle Dine

158 Bradstone St.
Kingston, ON
K7P 3J2
Canada

Invoice # 901

Date: August 9, 2022

Terms: Net 21 days after
performance

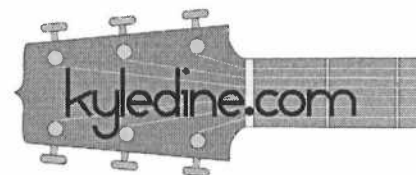
SOLD TO Forest Grove Elementary

ITEM #	DESCRIPTION		LINE TOTAL
KD8306	Food Allergy Education Performances		\$550
TOTAL			\$550

Thank You

Kyle Dine
Phone: 781-361-9932 - Email: kyledine@gmail.com

KYLE DINE PERFORMANCE CONTRACT



This contract for the personal services of musicians on the engagement below is made on the day of April 19, 2022, between the undersigned: herein called "Purchaser" and the performer, herein called "Artist".

- The ARTIST agrees to render to the purchaser personal services and the PURCHASER agrees to hire the ARTIST on the following terms and conditions:

Place of Engagement: Forest Grove Elementary Telephone: 831-646-6560

Full Address: 1065 Congress Ave, Pacific Grove, CA 93950

Date(s) of Engagement: _____ Type of Engagement: Concert Showtime(s): _____

Set up Time: 35 Minutes Set Length: 40 Minutes/Show Compensation: \$550

- Production: PA system provide d by: ☒ Artist ☐ Purchaser

3. Age of Admission: All Ages 4. Venue Capacity: N/A 5. Ticket Price: N/A

6. PURCHASER shall pay in cash or cheque, before or directly after the conclusion of engagement directly to ARTIST.

7. No performance shall be reproduced or transmitted in any matter without specific written permission from ARTIST.

8. It is hereby agreed that the undersigned ARTISTS is an independent contractor and not an employee of the undersigned PURCHASER.

9. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond control. If this occurs, deposits shall be returned in full to PURCHASER.

10. PURCHASER understands that he/she is obligated to pay for services of ARTIST unless it becomes impossible for the PURCHASER to provide a place of performance due to an act of God.

11. This contract shall be governed by the Province/State of: California

IN WITNESS WHEREOF, the parties here agree to the terms set forth above.

Purchaser's Full Name

Kyle Dine

Name of Artist

Signature of Purchaser

Signature of Artist

158 Bradstone St. Kingston, ON, K7P 3J2 Canada

Full Address

Full Address

781-361-9932, kyledine@gmail.com

Phone & Email Address

Phone & Email Address

Date
PGUSD

Date
Regular Meeting of August 18, 2022

Invoice

Kyle Dine Performance



Payment

Check payable to:
Kyle Dine

158 Bradstone St.
Kingston, ON
K7P 3J2
Canada

Invoice # 902
Date: August 9, 2022

Terms: Net 21 days after
performance

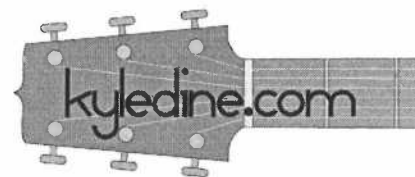
SOLD TO Robert H. Down Elementary School

ITEM #	DESCRIPTION		LINE TOTAL
KD8306	Food Allergy Education Performances		\$550
TOTAL			\$550

Thank You

Kyle Dine
Phone: 781-361-9932 - Email: kyledine@gmail.com

KYLE DINE PERFORMANCE CONTRACT



This contract for the personal services of musicians on the engagement below is made on the day of April 19, 2022, between the undersigned: herein called "Purchaser" and the performer, herein called "Artist".

1. The ARTIST agrees to render to the purchaser personal services and the PURCHASER agrees to hire the ARTIST on the following terms and conditions:

Place of Engagement: Robert H. Down Elementary School Telephone: 831-646-6540

Full Address: 485 Pine Ave, Pacific Grove, CA 93950

Date(s) of Engagement: _____ Type of Engagement: Concert Showtime(s): _____

Set up Time: 35 Minutes Set Length: 40 Minutes/Show Compensation: \$550

2. Production: PA system provide d by: ☒ Artist ☐ Purchaser

3. Age of Admission: All Ages 4. Venue Capacity: N/A 5. Ticket Price: N/A

6. PURCHASER shall pay in cash or cheque, before or directly after the conclusion of engagement directly to ARTIST.

7. No performance shall be reproduced or transmitted in any matter without specific written permission from ARTIST.

8. It is hereby agreed that the undersigned ARTISTS is an independent contractor and not an employee of the undersigned PURCHASER.

9. The agreement of the ARTIST to perform is subject to proven detention by sickness, accidents, riots, strikes, epidemics, acts of God, or any other legitimate condition beyond control. If this occurs, deposits shall be returned in full to PURCHASER.

10. PURCHASER understands that he/she is obligated to pay for services of ARTIST unless it becomes impossible for the PURCHASER to provide a place of performance due to an act of God.

11. This contract shall be governed by the Province/State of: California

IN WITNESS WHEREOF, the parties here agree to the terms set forth above.

<u>Purchaser's Full Name</u>	<u>Kyle Dine</u> Name of Artist
<u>Signature of Purchaser</u>	<u>Signature of Artist</u> 158 Bradstone St. Kingston, ON, K7P 3J2 Canada
<u>Full Address</u>	<u>Full Address</u> 781-361-9932, kyledine@gmail.com
<u>Phone & Email Address</u>	<u>Phone & Email Address</u>

Date
PGUSD

Date
Regular Meeting of August 18, 2022

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

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

SUBJECT: District Update on Response to COVID-19

DATE: June 16, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive information regarding District response to COVID-19, and provide direction to Administration.

INFORMATION:

The District Administration will update the Board, staff and community on current District response and protocols to COVID-19.

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

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

SUBJECT: New job description and salary schedule proposal,
Robotics Performance Coach and Assistant Robotics Performance Coach

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Billie Mankey, Director II of Human Resources; Lito Garcia, Pacific Grove High School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the job description for the Assistant Robotics Performance Coach and the salary schedule for both, lead and the assistant as presented or provide alternative direction.

BACKGROUND:

The robotics team has been operating with a credentialed teacher teaching the content and dependent upon volunteers for assistance especially with traveling and competitions. The program has flourished and is in need of a designated, paid robotics advisor and assistant robotics advisor.

INFORMATION:

The position of Robotics Performance Coach (approved in December 2021) combined with the new position of Assistant Robotics Performance Coach will provide necessary expertise, instruction, support and supervision for robotics team members in district and at competitions.

The position of Robotics Performance Coach was scheduled to be paid through donations when it first came before the Board last school year at \$3,717. We have reviewed this and propose the stipend schedule listed under fiscal impact which is in line with the current district's Music Performance Stipends and to be funded by the General Fund

FISCAL IMPACT:

\$4,898 salary only

Robotics Performance Coach	Year	\$2,552	\$2,743	\$2,949
Assistant Robotics Performance Coach	Year	\$1,552	\$1,743	\$1,949

PACIFIC GROVE UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

CLASS TITLE: Assistant Robotics Performance Coach

DEFINITION: Under the direction of the Principal or designee, and the Robotics Performance Coach, the Assistant Robotics Coach provides leadership, supervision, and organization to extra-curricular, after-school robotics and robotic performances during the year in accordance with District policies and regulations.

RESPONSIBILITIES:

- Assist the Robotics Coach in organizing the program in relationship to robotic team competitions, practice plans, and facility use
- Assist the Robotics Coach in overseeing all aspects of robotics for a particular competition including the training and instruction of students to learn and compete to the highest standards
- Apply knowledge of skills and techniques to assist students in reaching their fullest potential
- Assist the Robotics Coach in maintaining appropriate practice and competition schedules and conform to all District policies and procedures for students
- May reserve facilities and coordinate trip and transportation arrangements as necessary
- Under the direction of the Robotics Coach, provide leadership, demonstrate sportsmanship and be a positive role model for student robotic members to be enthusiastic and to demonstrate self-confidence
- Know and apply adolescent psychology as it relates to competitive performance participation
- Show respect for robotic students, officials, and others
- Respect the integrity and judgment of officials
- In coordination with the Robotics Coach, establish and maintain the safety and welfare of the robotic students as the highest priority
- Be knowledgeable and competent in the care and prevention of student injuries
- Properly instruct robotic students in the safe use of equipment and tools
- Ensure that the integrity of the competition is maintained and that basic values and principles are not sacrificed
- Ensure all robotic students participate in development and in competitions
- Provide proper supervision of robotic students during practice, at competitions, and on trips
- Use discretion when providing constructive criticism and reprimanding students
- Maintain consistency in requiring all robotic student participants to adhere to the established rules
- In coordination with the Robotics Coach, establish a systematic method of distributing, collecting and inventorying equipment and supplies
- Follow school budget policies and regulations
- Ensure that fundraisers receive prior authorization by the Site Principal and/or Board as required
- Develop and maintain a positive relationship with students, parents, the media, the community, the staff, and the administration
- Assist the Robotics Coach ensure that volunteer assistants are properly identified and registered with the District Human Resources Department prior to working with students

Assistant Robotics Performance Coach (Continued)

- In coordination with the Robotics Coach, ensure that students are well trained on the power tools and can use them safely
- Under the direction of the Robotics Coach, may instruct students on Engineering Design and how to apply this concept to designing, building, programming, and testing a robot for robotics competition
- In coordination with the Robotics Coach, schedule and compete in season and in off season competitions with students
- Perform other duties as assigned by the Principal/designee and/or Robotics Performance Coach

QUALIFICATIONS:

- Knowledgeable and competent in: 1) injury prevention; 2) emergency procedures; 3) robotic coaching techniques; 4) skills, techniques, and rules of the competition being coached; 5) child psychology
- A minimum of one year experience with the *FIRST* Robotics program
- Demonstrable experience with CAD, CAM, 3D printing, and machining with routers, mills, and lathes
- Demonstrable experience with power tools and their safety requirements
- Knowledge of the general needs and behavior of children
- Ability to communicate in writing for the purposes of composing the required reports and other correspondence
- First Aid and CPR Certification prior to employment and/or beginning of relevant performance event
- Valid California Driver's License

EDUCATION AND EXPERIENCE:

- College graduation
- Professional and/or College level robotics experience, training, and/or previous high school robotics experience is required

PHYSICAL REQUIREMENTS: of this position are, but not limited to, the following:

Ability to:

- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Sit for extended periods of time
- Ascend and descend steps
- See for the purpose of reading student work, laws and codes, rules and policies, and other related matter, and observing students
- Hear and understand speech at normal levels
- Understand and carry out oral and written directions
- Communicate so others will clearly understand normal conversation
- Communicate using the telephone
- Bend, twist, kneel and/or or stoop
- Lift and carry 30 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems

WORKING CONDITIONS:

Indoor/outdoor working environment. Strenuous physical effort characterized by frequent running, standing, bending and lifting.

NOTE:

Assistant Robotics Performance Coach (Continued)

This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

Board Approval: August 18, 2022

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

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

SUBJECT: District Office Support Staff – Allocation and Re-allocation of Resources

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Billie Mankey, Director II, Human Resources
 Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the following staffing plans for District Office support positions.

BACKGROUND:

This is a recommendation to provide additional staffing hours to better support the school sites, meet compliance and reporting deadlines, and maintain the ability to successfully recruit and retain district employees.

INFORMATION:

The Payroll and Human Resources Departments have both been experiencing a significant increase in the volume of essential work and critical operational functions. This high level of demand is exceeding the capacity to maintain progress. These two departments work hand in hand and in order to fulfill the vital and required operations, assure proper customer service, and provide a sustainable working environment for all staff. We present the following staffing proposals.

Payroll/Benefits Specialist - reopen the job posting increasing the FTE from 0.50 FTE to 1.0 FTE. Over a ten-year period, from 2012-13, the FTE has remained the same for the Payroll/Benefits specialist position while the District-wide total FTE has increased from 229 to 458, double the number. Paid timesheets increased from \$433k in 2019-20 to \$966k in 2021-22, which means the manual keying and processing time has increased more than double because a person could have more than one timesheet. Corresponding to the increase in employees, also the workload assisting employees with their benefits for 403(b) and 457 plans; processing employees' open enrollment requests; updating contributions and deductions; processing CalPERS and CalPERS paperwork and compliance; handling workers compensation cases; managing employees' leave calendars. Additionally, the recent recruitment at half time was not successful.

Personnel Technician - (current 7-hour, 190-day position) re-align this position to a total of 7.5 hours which becomes 4.5 hrs./day Personnel Specialist and 3 hrs./day Personnel Technician, including a change in work calendar from 190 days to 10.5 months (an increase of 15 days). This

allows for a sharing of duties in the Personnel Specialist area, that includes recruiting, onboarding, off boarding and interviewing, sharing duties as needed for maintaining and updating HR employee databases, credentialing, recording and updating DOJ clearance information for employees, volunteers, coaches and staff including sending No Longer Interested Notifications to the DOJ (this is a new requirement for custodian of records), recording and entering transcript information for certificated employees to maintain correct salary placement, assisting in meeting the new demands and requirements for State reporting (CALSAS and CALPADS), scanning all confidential recruitment, interview and volunteer files and tracking evaluations.

Personnel Technician – post an additional 0.50 FTE for this position to offset the time moving to Personnel Specialist. This position will, receive and greet visitors and the general public and assist them with inquiries, answer the district phone line and take messages or direct calls, receive packages delivered to the district office conduct and maintain fingerprinting for employees, coaches, contractors, student learners, student teachers and volunteers, filing HR records, provide support to the Educational Technology Director in relations to data entry and retrieval in the district Student Information System (SIS) and assume myriad other support duties as required in the job description in this area.

FISCAL IMPACT:

Transfer allowable staffing pay to Elementary and Secondary School Emergency Relief (ESSER) III and Expanded Learning Opportunities (ELO), making every attempt for these additions to be cost neutral to the General Fund. Additionally, the new block grant funds allow indirect cost assessments which will help offset some of these costs.

Payroll/Benefits: \$80,653 + \$32,992 = \$113,645 Total Compensation

Personnel Tech to Personnel Tech/Personnel Specialist: from \$54,408 to \$71,731=\$17,323 + \$6,184 = \$23,507

Personnel Tech part time: \$35,123 + \$14,638 = \$49,761 Total Compensation

Total: \$186,913

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

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

SUBJECT: Otter Aquatic Center Pool Facility Use Agreement with California State University Monterey Bay and Pacific Grove High School

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify the facility use agreement between Pacific Grove High School and California State University Monterey Bay (CSUMB). This agreement is for the use of the CSUMB Otter Aquatic Center pool by the Pacific Grove High School boys and girls water polo teams.

BACKGROUND:

The Pacific Grove High School pool is currently closed and undergoing maintenance. The high school water polo teams needs access to a pool facility to practice in the interim.

INFORMATION:

CSUMB has offered the use of their Otter Aquatic Center pool to the Pacific Grove High School water polo teams to practice during the pool closure. A schedule for the CSUMB pool use and practice times has been arranged and listed on Exhibit A. This arrangement is contingent on the reopening of the Pacific Grove High School pool.

FISCAL IMPACT:

No fiscal impact to the school or District.

EXHIBIT A: CSUMB Otter Aquatic Center Pool Use Schedule

Week of August 8-12, 2022:

Mon. Aug. 8 -4:30 p.m. - 7:30 p.m.
Tues. Aug 9 - 4:30 p.m. - 7:30 p.m.
Wed. Aug 10 - 4:30 p.m. - 7:30 p.m.
Thurs Aug. 11 - 4:30 p.m. - 7:30 p.m.
Fri. Aug 12 - 4:30 p.m. - 7:30 p.m.

Week of August 15-19, 2022:

Mon. Aug. 15 - 4:30 p.m. - 7:30 p.m.
Tues. Aug 16 - 4:30 p.m. - 7:30 p.m.
Wed. Aug 17 - 4:30 p.m. - 7:30 p.m.
Thurs Aug. 18 - 4:30 p.m. - 7:30 p.m.
Fri. Aug 19 - 4:30 p.m. - 7:30 p.m.

California State University Monterey Bay

100 Campus Center · Seaside, CA 93955-9001

DEPARTMENT OF ATHLETICS AQUATIC CENTER FACILITY USE AGREEMENT

This AGREEMENT is entered into by and between California State University, Monterey Bay, (hereafter referred to as "CSUMB") and **Pacific Grove Unified School District for High School Boys & Girls Water Polo** (hereafter referred to as "**Organization**"), for the purpose of utilizing the Otter Aquatic Center, (hereafter referred to as "POOL") for the following event.

SECTION 1: General Information and Relationships:

A. The Department of Athletics is a department of CSUMB designated for the furtherance of the educational, intercollegiate and recreational programs of CSUMB.

B. Organization desires to use the POOL to conduct the following activities identified generally as follows:

PGHS Boys & Girls Water Polo practice

Aug. 8 - 19 Monday - Friday 4:30 p.m. - 7:30 p.m.

If we need to extend pool time we will coordinate to see what works for CSUMB aquatics center and organization.

A detailed description of the event/activity, and the facilities, services and equipment required is set forth on Attachment "A", Event/Activity Logistics, hereto.

The total cost for the use of the POOL will be: \$ _____ 0 _____

C. Use of the facilities, services and equipment of CSUMB is managed by the Aquatic Center Office.

D. CSUMB and Organization desire to enter into an agreement for the use of the Aquatic Center facility services, and equipment for the conduct of such event/activity.

In consideration of the mutual benefits to be derived hereafter, the parties agree to the terms and conditions herein.

SECTION 2: Event/Activity Logistics

CSUMB will provide the facility, services and equipment set forth on Attachment "A". This attachment is to be completed and returned with the signed contract. The arrangements reflected on Attachment "A" are referred to herein as the "Event/Activity Logistics". Any changes in Event/Activity Logistics, including any differences between the original Event/Activity Logistics and the program agenda (see Section 8) will be effective only if agreed upon by the Aquatic Center Office prior to the start date of the event/activity. _____ **Initial**

SECTION 3: Use of Space

Organization shall use the facilities provided by CSUMB for the purpose set forth in the Event/Activity Logistics and otherwise in accordance with this Agreement, and for no other purpose and in no other manner, except as may be agreed upon in writing by CSUMB prior to the event/activity. CSUMB reserves the right to change or modify facilities usage based upon events beyond the control of CSUMB and/or the Aquatic Center (e.g. power outage, unsafe conditions, construction, renovations) or based on the priority designation of space use on the premises. CSUMB academic programs and curricular events will receive priority should any conflict of facility use occur. In the event of such a conflict CSUMB will endeavor to reschedule facility use to meet the original scope of the event/activity.

SECTION 4: Pool Cover Use

When necessary, Organization is responsible for assisting with removing and replacing pool covers when a single lifeguard is on duty. The Aquatic Center Office will provide written and verbal instruction and training to specified representatives of the Organization group on the use and placement of pool covers. At all times, a lifeguard or other Aquatic Center personnel must be on deck to supervise the covering and uncovering of the pool. When the pool covers are removed or replaced, the entire pool must be uncovered or covered. At no time will a portion of the pool be uncovered for aquatic activities.

If the Organization fails to assist with the replacement of the pool covers after their scheduled rental period the Organization shall pay a \$100.00 maintenance fee to the University. If the Organization fails to pay the \$100.00 maintenance fee or violates this agreement again within a six-month period the Organization will be subject to additional fees as determined by the Aquatic Center Office. _____ **Initial**

SECTION 5: Anticipated Attendance

For security and facility set up, Organization advises that the minimum number of participants for the event/activity for the duration of event/activity dates is set forth below. Any changes in the anticipated number of participants must be submitted to the Aquatic Center Office no later than 14 days prior to the start of the event/activity.

TOTAL NUMBER OF ANTICIPATED ATTENDANCE:

XXX _____ **Initial**

SECTION 6: Booking Deposit

Facilities and services will be reserved for the following estimated number of participants: **XXX**

A non-refundable booking deposit of \$25.00 is due with the signed contract to secure your reservation. The deposit will be applied first toward the cost of any damages or loss to buildings, grounds or equipment incurred while event participants are on campus, and then toward the final bill to the Organization with respect to such event to the extent of any unapplied deposit.

DEPOSIT: \$25.00

DUE DATE: With Signed Contract

SECTION 7: Event/Activity Host and Supervision

The Organization shall provide supervision of all participants in the event/activity during the entire period of their use of the facility, in accordance with all CSUMB policies, procedures and “house rules” to the satisfaction of CSUMB. The Organization will identify 1 (one) person to be designated as the Activity Host. The Activity Host will be responsible for authorizing any requests for additional services and/or equipment.

Event/Activity Host Name:

Phone Number:

Email:

Fax Number:

SECTION 8: Other Charges*For Event*

In addition to the charges described in Attachment “B”, any changes to the Event Logistics or program agenda requested during the event are subject to additional charges incurred as a result of the change.

For Activity

Any changes to the Activity Logistics or program agenda requested during the activity are subject to additional charges incurred as a result of the change.

SECTION 9: Estimated Cost of Event

The estimated cost of the event, based on the current rate schedule in effect is as follows:

TOTAL ESTIMATED COST OF EVENT \$XXX _____ Initial

See calculation of estimated cost on Attachment “B”, Cost Estimate, hereto. In the event of any changes in the Event Logistics, such as the number of estimated participants and/or services to be provided by the Aquatic Center, a revised estimated cost of the event shall be established based on the rates then in effect. If the Organization is a non-profit entity, a copy of the current non-profit status must be submitted with the signed contract. Failure to provide current non-profit status documentation will result in fees being assessed at the regular, for profit rate in the final invoice.

SECTION 10: Prepayment of Event

In addition to the deposit required under Section 6 (Booking Deposit), a prepayment of 50% of the estimated cost set forth in Section 9 (Estimated Cost of Event) is due 60 days prior to the start date of the event. For reservations made with less than 60 days notice prepayment will

be due upon confirmation of the reservation. If the estimated cost of the event increases due to a change in Event Logistics within 30 days of the event, a prepayment for 50% of the increase is due upon CSUMB’s agreement to the change. Organization will incur a late payment charge of \$10/day for each day after the due date on which prepayment is made. Prepayment in excess of the agreed amount will not bind CSUMB to provide additional facilities, services or equipment for event unless the Event Logistics is changed by agreement, agreed upon in writing, by the Aquatic Office prior to the excess payment.

PREPAYMENT: 50% of \$XXX (est. cost) = \$XXX

PREPAYMENT DUE DATE: XXXXXXXX _____ Initial

SECTION 11: Event Program Agenda

The Organization shall submit to the Aquatic Office a tentative written program agenda, including a list of all services and equipment to be provided by CSUMB, not later than 30 days prior to the commencement of the program. A final written agenda shall be submitted 14 days prior to commencement of the event. CSUMB shall not be responsible for any failure to provide services and equipment if an updated program agenda is not provided and approved by the Aquatic Office within the stated period.

SECTION 12: Food and Beverages

No food and beverages are allowed on the pool deck at any time, except for water in a non-glass container. Food and beverages at the discretion of the Aquatic Center Office may be permitted in designated areas only. The Aquatic Center Office will assist in making food and beverage arrangements. Alcohol: *Alcohol is not permitted in any part of the Aquatic Center. CSUMB Alcohol Policy and Use Procedures applies to all people utilizing campus facilities, including event/activity attendees and participants.*

SECTION 13: Parking

Parking permits are required at all times for all vehicles parked on campus. However, as of the date of this agreement the unimproved parking area immediately west of the Aquatic Center is exempt from parking enforcement and therefore may be utilized without charge. All other designated parking areas on campus require an appropriate parking permit. Vehicles in these areas not visibly displaying parking permits, parked illegally, or parked in an area not designated on the permit are subject to ticketing and towing. CSUMB will not be responsible for any violations or fines. Inquiries regarding fines or appeal fines may be directed to Public Safety, Transportation and Parking Services, (831) 582 3573.

SECTION 14: Personal Property

CSUMB assumes no responsibility or liability for loss, damage or destruction of personal property belonging to the Organization or its participants during their presence on the CSUMB campus or at any time during the event/activity.

SECTION 15: Indemnification and Insurance

- A. The Organization agrees to defend, indemnify, and hold CSUMB, its officers, employees, volunteers and agents harmless from and against all liability, loss, expense (including reasonable attorney's fees and court costs), or claims for bodily or personal injury or damage to property, including loss of use thereof, or for violation of any laws, regulations or ordinances, including but not limited to the Americans with Disabilities Act, arising out of the performance of this Agreement and use of CSUMB facilities but only in proportion to, and the extent, that such liability, loss,

expense (including reasonable attorney's fees and court costs) and/or claims for bodily injury or personal injury or damages to property, including the loss of use thereof, are caused by or result from the negligent acts or omission, or the willful misconduct of the Organization, its officers, agents, employees, event participants and/or event/activity guests. The indemnification provided herein shall survive the completion of the event/activity.

B. The Organization shall obtain and maintain in force during the entire period of use of the CSUMB property one or more policies of insurance of the type described below in connection with the above

described use of the CSUMB property. Actual required insurance limits will be as established by CSUMB, and may vary depending upon the circumstances. However, the minimum requirements for an event not involving minors or potentially hazardous activities are as follows: *Type of Insurance Minimum Limits*

General Liability \$2,000,000.00 per occurrence and in the aggregate

Personal & Advertising Injury \$1,000,000

Medical Expense \$5,000.00 (any one person)

Workers Compensation As required by State Law

C. Thirty (30) days prior to the event/activity, the Organization must present CSUMB with either a Certificate of Insurance with an endorsement naming CSUMB as additional insured under an insurance policy meeting the requirements of Paragraph "B", above, or other proof of such coverage satisfactory to CSUMB. The Certificate of Insurance or other proof of coverage must be provided no later than thirty (10) days prior to the event/activity start date in order for the event to proceed as arranged. _____ **Initial**

D. Under no circumstances shall the Organization, any of its members, or any of the participants in the event/activity be permitted to use the facilities, services, or equipment of CSUMB until all insurance coverage required under this Agreement are in place and effective.

SECTION 16: Damages and Loss

The Organization is responsible for all damage or loss incurred as a result of their event/activity or participants. Costs incurred in connection with such damage or loss will be assessed by CSUMB and included in the final bill.

SECTION 17: Sale of Merchandise During the Event/Activity

To be authorized to sell merchandise during the event/activity, the Organization must provide a copy of their current business license and fill out a Vendor Data Record form, provided by CSUMB. No sales may be transacted without prior approval of CSUMB and providing proper documentation.

SECTION 18: Excused Performance

Neither party shall be liable to perform if such failure is caused or results from acts of public or CSUMB authorities, labor difficulties, civil tumult, strike, epidemic, interruption, or delay of transportation services, acts of God, or any other cause beyond the control of the parties. In no event shall CSUMB's liability to the Organization due to failure to perform any services

required of CSUMB, hereunder exceed the amount paid by the Organization to CSUMB for the event/activity.

SECTION 19: Billing

Of Event

The event expenses, including facility rental, lifeguard charges and services by the various departments of CSUMB will be billed as one account to the Organization. The balance due will reflect any monies collected prior to billing. The Organization will be billed following the close of the event with payment due within thirty (30) days of receipt of the bill. _____

Initial

Of Activity

The activity expenses, including facility rental, lifeguard charges and services rendered by the various departments of CSUMB will be billed as one account to the Organization. The balance due will reflect any monies collected prior to billing. The Organization will be billed monthly in respect of ongoing agreements or, following termination of activity, with payment due within thirty (30) days of receipt.

Initial

SECTION 20: Payment

Of Event

All checks must be made payable to "CSUMB". The Organization will be billed following the end of the event for the balance of the total event amount, subtracting the deposit and including additional facility use and services charges, and damage and/or loss charges. *Of Activity*

All checks must be made payable to "CSUMB". The Organization will be billed following the termination of the activity for the balance of the activity amount, subtracting the deposit and including additional facility use and service charges, and damage and/or loss charges.

SECTION 21: Non-Discrimination

CSUMB is committed to providing equal opportunity to all persons interacting with the University. In compliance with Federal and State anti-discrimination laws, CSUMB and all users of University facilities shall not discriminate against any person by reason of sex, race, color, ancestry, religious creed, national origin, disability, age, marital status, sexual orientation or other classification protected by law. The Organization is responsible for upholding all non-discriminatory practices for all operations relating to use of the facility.

SECTION 22: Americans With Disabilities Act

CSUMB intends to ensure that people with disabilities have access to participate fully in events in which CSUMB is involved. The Organization shall be responsible for identifying any participants of their group that have accommodation needs or requests, and providing this information to the Aquatic Center Office at least fourteen (14) days prior to the start of the event/activity. The fees associated with special services, such as provision of a sign language interpreter or rental of specific equipment, shall remain the responsibility of the Organization. For more information regarding services available on campus, through the Student Disabilities Office, contact the Aquatics Center Office.

SECTION 23: Governing Law

This agreement shall be construed under and governed by the laws of the State of California applicable in agreements made and performed or to be performed entirely within the State of California.

SECTION 24: Agreement Timing

Time is of the essence in this Agreement.

SECTION 25: Agreement Additions, Amendments, and Modifications Except as otherwise specifically provided in this Agreement, this Agreement may be modified, or any provision may be waived, only by written consent of the parties signed by agents empowered to contract for them. All such additions, amendments and modifications shall be attached to and become a part of the original agreement.

SECTION 26: Authority

Each party represents and warrants to the other that it has full power and authority to enter into and perform within the Agreement. Furthermore, each person signing this Agreement warrants that he/she has been properly authorized and empowered to execute this Agreement on behalf of the party represented. This provision shall survive the completion of the event.

SECTION 27: Attorneys Fees

If any legal action or arbitration is necessary to enforce or to interpret this Agreement, the prevailing party shall be entitled to reasonable attorney's fees.

SECTION 28: CSUMB Cancellation Policy

CSUMB reserves the right to cancel this Agreement at any time for reasons deemed to be in the best interest of CSUMB. Should a cancellation of this Agreement be necessary, CSUMB will make every attempt to provide the GROUP with at least ten (10) days cancellation notice. If CSUMB is unable to accommodate an event and the event is canceled through no fault of the Organization, one hundred percent (100%) of both the deposit and prepayment will be returned to the Organization.

SECTION 29: Organization Cancellation Policy*Of Event*

If Organization wishes to cancel the event, it shall notify CSUMB in writing at least 14 days in advance prior to the start of the event. Timely cancellations shall result in a refund of 50% of the Prepayment (See Section 10 "Prepayment"). Any cancellations that occur fewer than 14 days prior to the start of the event/activity will result in full forfeiture of the Prepayment.

Of Activity

If Organization wishes to cancel an activity, in part or in full, it shall notify the CSUMB Aquatic Office in writing at least 14 days prior to the start of the activity. Timely cancellations shall result in no charges being levied. Any cancellations that occur less than 14 days prior to the start of the activity will result in normal fees being applied.

SECTION 30: Power Outages

CSUMB is not responsible for interruptions in an event/activity as a result of rolling blackouts associated with the energy crisis in the State of California.

SECTION 31: Notices

Notices to parties' signatory to this contract are as follows:

"Organization" CSUMB

Address: _____ 100 Campus Center, Bldg 84F City,
 State, Zip _____ Seaside, CA 93955 Phone: _____
 _____ (831) 582 4590
 Fax: _____ (831) 582 4023
 Email: _____ svignau@csumb.edu

SECTION 32: Execution

Each of the undersigned acknowledges that he/she has read the foregoing Agreement, understands it, and hereby binds the party represented to its terms and conditions.

"ORGANIZATION"

 Print Name of Organization

 Authorized Signature of Organization Representative Date

Print Name: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

CALIFORNIA STATE UNIVERSITY MONTEREY BAY
"CSUMB"

8/10/2022

 Morgan Tucker, Aquatic Center Coordinator Date

 Authorized Signature of CSUMB Date

Date sent: Returned:

DOCUMENTS TO BE RETURNED: This contract packet must be returned thirty days (30) prior to the start of the event in order to confirm and hold a place for the event on CSUMB premises. The returned contract packet must consist of the following documents:

- A. Signed Agreement/Event Logistics Form
- B. Certificates of Insurance (as required)
- C. Deposit made payable to "CSUMB"
- D. Event Program Agenda
- E. Non-Profit Status Certification (if applicable)

Use of the CSUMB Aquatic Center shall not be permitted until the Agreement is completed and approved by the Aquatic Center Office.

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

SUBJECT: Ratification of Measure D Change Orders for Wilson's Plumbing and Grade Break Engineering

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends the Board ratification of Change Orders for Wilson's Plumbing and Grade Break Engineering in association with Measure D funded projects.

BACKGROUND:

The Interim Director of Facilities and Transportation coordinated several Measure D funded projects for which there were a few Change Orders that will require Board ratification. The original contract base bids were approved by the Board on June 2, 2022.

Remaining funds from sewer repair project contingency will be used to pay for paving project change order. After paying all three change orders a balance of \$2,001.33 will remain from original contingency.

INFORMATION:

Change orders for sewer project and paving project

FISCAL IMPACT:

1. Pacific Grove Adult School Sewer Repair – Wilson's Plumbing

Original Contract \$51,148.59

Contingency \$23,851.41 (will be used to pay for CCO #1 and CCO #2, and paving improvements)

Total Budget: \$75,000.00

CCO#1 Correct drain grade (\$4,685.00)

CCO#2 Replaced leaky water main (\$1,923.08)

Funds Remaining \$17,243.33

<u>Transfer to cover David Ave Paving Improvements</u>	<u>(\$15,242)</u>
Balance	\$2,001.33

2. David Ave Paving Improvements - Grade Break Engineering Original Contract \$94,758 (\$73,991 + \$20,767). Total Budget was \$94,758 with no contingency set aside.

CCO#1 Concrete Curb \$15,242

Contract Total \$110,0000

Transfer from PG Adult School Sewer Repair to cover this CCO #1

Grade Break Engineering Inc.
 PO BOX 4957
 SALINAS, CA 93912 US
 (831)272-5181
 johnny@gradebreak.com

Invoice

ACTION/DISCUSSION E



BILL TO

David Ave Asphalt Improvements

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
54-593 CM	07/20/2022	\$110,000.00	08/19/2022	Net 30	

JOB NAME

David Ave. Improvement Project

DATE	DESCRIPTION	QTY	RATE	AMOUNT
07/20/2022	Base Bid	1	73,991.00	73,991.00
07/20/2022	Add Alternate - Type II Slurry	1	20,767.00	20,767.00
07/20/2022	Change Order - Change in Concrete	1	15,242.00	15,242.00

Project #05-06-2022

BALANCE DUE

\$110,000.00

WILSON'S PLUMBING & HEATING

307 GRAND AVENUE
PACIFIC GROVE, CA 93950
(831)375-4591

License: #312880



INVOICE / HOME IMPROVEMENT CONTRACT

BILLING ADDRESS

PG UNIFIED SCHOOL DISTRICT
435 HILLCREST AVE.
PACIFIC GROVE, CA 93950

LOCATION ADDRESS

PG UNIFIED SCHOOL DISTRICT / PG ADULT EDUCATION
1025 LIGHTHOUSE AVE.
Pacific Grove, CA 93950

Technician: .

Po #:

Invoice: 34285

Contract Date: 07/05/22

DESCRIPTION	QTY	CHARGE
J2205031-FACILITIES PGUSD - 1025 LIGHTHOUSE AVE	1	\$51,148.59
CHANGE #1 - CHANGE 140'-4" PVC DWV SEWER LATERAL TO 140'-6" PVC DWV SEWER LATERAL. CHANGE CLEAN OUT TO 6" PVC DWV. CHANGE TRENCH GRADE TO 1/8" PER FOOT FOR SEWER LATERAL ON LAST BUILDING. THE LAST BUILDING WAS BACK GRADING 12" IN 80' THAT WAY GRADE AND PIPE SIZE NEEDED TO BE CHANGED.	1	\$4,685.00
CHANGE #2 - REPLACE 2 1/2" WATER MAIN UNDER WALKWAY. 2 1/2" WASTE MAIN WITH A 2", 1 1/2" & 3/4" LINE TIE ON. WATER MAIN WAS LEAKING AT TWO FITTINGS.	1	\$1,923.08
Subtotal		\$57,756.67
Discount		
Tax		
Total		\$57,756.67
Payments		\$0.00
Balance Due		\$57,756.67

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

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

SUBJECT: Contract with Linda Shingu, Speech and Language Pathologist (SLP)

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify a contract with Linda Shingu, Speech and Language Therapist.

BACKGROUND:

The school district requires the provision of speech and language therapy sessions to special education students as per their Individual Education Plans. Due to a June 30, 2022 district SLP resignation, the district recruited and offered employment to an SLP that is currently working for another district. Linda Shingu will provide speech and language therapy services, so that we remain in compliance, until our new SLP is released from her district and can onboard with PGUSD.

INFORMATION:

Linda Shingu, SLP will provide speech and language therapy sessions for students on IEPs at Pacific Grove Middle School and Pacific Grove High School.

FISCAL IMPACT:

Up to \$28,725
Not Previously Budgeted

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Linda Shingu dba Linda Shingu, Inc

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Student Services

ACCOUNT CODE

01-6500-0-5760-3150-1200-10-005-2200-0000 (50%)

01-6500-0-5760-3150-1200-10-006-2200-0000 (50%)

FUNDING SOURCE Contracts

AGREEMENT TOTAL AMOUNT up to \$28,725

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 8, 2022 between the Pacific Grove Unified School District ("District") and Linda Shingu, dba Linda Shingu, LLC ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Speech and Language Pathologist. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide sign language interpretation services as needed for meetings, teacher conferences and school events.
2. **Term.** Consultant shall commence providing services under this Agreement on August 8, 2022, and will diligently perform as required and complete performance by September 30, 2022.

3. **Compensation.** District agrees to pay \$100/hr to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$28,275.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District**Consultant**

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Song Chin-Bendib,
 Assistant Superintendent/CBO

Name Linda Shingu, dba Linda Shingu, LLC
 Address: PO BOX 3164
 City/State/Zip: Monterey, CA 93942
 Phone: on file
 Email: on file

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☒ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☒ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: Clare Davies

Name: Linda Shingu

Title: Director of Student Services

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☒ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract with Positive Behavior Supports Corp. to Include a Functional Behavioral Assessment (FBA)

DATE: August 18, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify a contract for services with Positive Behavior Supports Corp to include a functional behavioral assessment (FBA).

BACKGROUND:

The district is currently conducting an initial evaluation for a student. IEP team members recommend that a Board Certified Behavior Analyst (BCBA) conduct a functional behavioral assessment (FBA) as one component of the evaluation. In addition, the district is providing a one to one PBS technician to support the student and collect data. PBS requires that the BCBA provide 6 hours a month of supervision of the technician.

INFORMATION:

The FBA will be conducted by a Board Certified Behavior Analyst (BCBA) that will result in an assessment report to be presented to the student's IEP team to inform the development of appropriate behavioral supports and interventions. In addition, data collection systems will be developed for targeted behavior of which the one to one technician will document throughout the school day. The MOU between PGUSD and Positive Behavior Supports Corp. was approved at the April 17, 2022 board meeting.

FISCAL IMPACT:

\$75,600	1 Behavior Technician, up to 7.0 hours daily for 180 days (\$60/hr)
\$ 1,500	15 hours to conduct a Functional Behavior Assessment (\$100/hr)
\$ 6,000	BCBA supervision 6 hours monthly for 10 months (\$100/hr)
 \$83,100	 Total not previously budgeted

Not Previously budgeted.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME Positive Behavioral Supports, Corporation

TAX I.D. NUMBER* _____ (Consultant to complete)

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Student Services

ACCOUNT CODE 01-6500-0-5750-1180-5800-00-000-2375-0740

FUNDING SOURCE Contracts

AGREEMENT TOTAL AMOUNT up to \$XXXXX

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 10, 2022 between the Pacific Grove Unified School District ("District") and Positive Behavioral Supports, Corp ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Board-Certified Behavior Analyst and a technician, as they conduct a functional behavioral evaluation and assessment. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide sign language interpretation services as needed for meetings, teacher conferences and school events.
2. **Term.** Consultant shall commence providing services under this Agreement on August 10, 2022, and will diligently perform as required and complete performance by May 26, 2023.

3. **Compensation.** District agrees to pay \$100/hr - BCBA supervision, \$100/hr - FBA assessment, and \$60/hr - technician to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$83,100 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Other than as provided in this Agreement, District's financial obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall District be liable to Consultant, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect or incidental damages, including, but not limited to, lost profits or revenue, arising out of or in connection with this Agreement for the services performed in connection with this Agreement.
12. **Indemnity.** Consultant shall defend, indemnify, and hold harmless District and its agents, representatives, officers, consultants, employees, Board of Trustees, members of the Board of Trustees (collectively, the "District Parties"), from and against any and all claims, demands, liabilities, damages, losses, suits and actions, and expenses (including, but not limited to attorney fees and costs including fees of consultants) of any kind, nature and description (collectively, the "Claims") directly or indirectly arising out of, connected with, or resulting from any act, error, omission, negligence, or willful misconduct of Consultant, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Consultant Parties") in the performance of or failure to perform Consultant's or Consultant Parties' obligations under this Agreement, including, but not limited to Consultant's or Consultant Parties' use of District sites, performance of the Services, breach of any of the representations or warranties contained in this Agreement, or for injury to or death of persons or damage to property or delay or damage to the District or the District Parties. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party, person, or entity described in this paragraph. The indemnification provided for in this Section includes, without limitation to the foregoing, claims that may be made against District by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, and any claims made against District alleging civil rights violations by Consultant or Consultant Parties under the California Fair Employment and Housing Act ("FEHA").

13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

District**Consultant**

Pacific Grove Unified School District

Name Nicole Postma

435 Hillcrest Avenue

Address: 7108 South Kanner Hwy

Pacific Grove, CA 93950

City/State/Zip: Stuart, FL 34997

ATTENTION: Song Chin-Bendib,

Phone: on file

Assistant Superintendent/CBO

Email: on file

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

22. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☒ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☒ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____

By: _____

Name: Clare Davies

Name: Sharon Neumann Solow

Title: Director of Student Services

Date: _____

Date: _____

Consultant Information (Consultant to complete):

Address: _____

Telephone: _____

E-Mail: _____

Type of Business Entity:

- ☐ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

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

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

SUBJECT: Contract for Services with Northwest Education Association (NWEA)

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract with Northwest Education Association (NWEA) for the 2022-2023 school year.

BACKGROUND:

The Measurement of Academic Progress (MAP) is used to measure student growth in Mathematics and reading in grades K-12. The test is administered in the Fall, Winter, and Spring, and is used to inform instruction, provide academic data for Student Success Team (SST) meetings, parent conferences, and as a measurement of progress when reporting on learning recovery in PGUSD.

Last year, Pacific Grove High School math and English teachers administered the MAP during their class periods. To avoid encroaching on instructional time, this year's MAP testing is scheduled during the high school's advisory period. This requires more teachers to be trained to administer the test. This professional development session will address that need.

INFORMATION:

NWEA consultant and school principal Candi Fowler will conduct a one-hour professional development on August 15, 2018 that will provide teachers with an overview of the MAP test and instruction on test administration. The facilitator will be remote; however, the teachers will gather as a group for the training during a collaboration period. With the first test scheduled to begin on August 25, 2022, the training will have to take place before this meeting of the school board.

FISCAL IMPACT:

NWEA will provide a one-hour professional development on Aug. 15, 2022. The \$1,200 cost is a new expense to be paid out of ESSER III funding.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT FULL NAME NWEA

TAX I.D. NUMBER*93-0686108

(Consultant to complete)

SITE/DEPARTMENT Curriculum Department

SUBMITTED BY Buck Roggeman

ACCOUNT CODE 01-3217-0-1110-xxxx-5800-00-xxx-xxxx-1050

FUNDING SOURCE ESSER III

AGREEMENT TOTAL AMOUNT \$1,200

The District employee providing the attached Independent Consultant Agreement to the person or entity who will be providing special services to the District should first do the following:

1. Provide only the Pacific Grove Unified School District's approved Independent Consultant Agreement. The Independent Consultant Agreement should be completed in lieu of signing any vendor contract for services.
2. Review the insurance requirements for the person or entity and revise the insurance provisions of the agreement accordingly.
3. Review the forms under Section 20 and determine which of those documents should be attached to the agreement.

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 9, 2022 between the Pacific Grove Unified School District ("District") and NWEA ("Consultant") (together, "Parties").

WHEREAS, the District is authorized by Section 53060 of the California Government Code to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal, transportation, administrative matters or other specialized services, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, the District is in need of those services and/or advice; and

WHEREAS, the Consultant is specially trained and experienced and competent to perform the services required by the District, and those services are needed on a limited basis;

NOW, THEREFORE, the Parties agree as follows:

1. **Services.** The Consultant shall furnish to the District the following services, as further described in NWEA Schedule A which incorporates the Master Subscription Agreement (MSA) by reference, attached hereto as Exhibit A herein by this reference ("Services" or "Work"): Consultant shall serve as a professional development service provider. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Virtual Applying Reports: Connecting MAP Growth Scores to Student Learning (2-hour Session, up to 30 participants).
2. **Term.** Consultant shall commence providing services under this Agreement on August 15, 2022, and will diligently perform as required and complete performance by August 15, 2022.

3. **Compensation.** District agrees to pay \$1,200 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,200 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with industry standards for professional learning services to California school districts.
 - 6.2. **District Approval.** The Services 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.
 - 6.3. **Licenses.** Consultant represents that it possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.** Termination shall be in accordance with the terms and conditions of the MSA.
8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 23, Submittal of Documents.)
9. **Compliance.** Consultant shall, at all times while providing the Services, comply with all federal, state, local and District laws, statutes, codes, ordinances, rules, regulations, policies, and requirements, as well as all state executive orders and all public health orders regarding student health and safety, including but not limited to, policies and procedures related to social distancing, the use of personal protective equipment ("PPE") such as face coverings and gloves, and the sanitization of facilities to help prevent the spread of COVID-19 and other contagious diseases.
10. **District's Evaluation of Consultant.** The District may evaluate the Consultant's performance in accordance with the terms and conditions of the MSA. In no event shall an evaluation of Consultant be considered a prerequisite to the District exercising its rights under paragraph 7 above.
11. **Limitation of District Liability.** Limitation of Liability shall be in accordance with the terms and conditions of the MSA.

12. **Indemnity.** Indemnity shall be in accordance with the terms and conditions of the MSA.
13. **Confidentiality.** The Consultant and all Consultant's agents, personnel, employee(s), and/or Sub-consultant(s) shall maintain the confidentiality of all information received in the course of performing the Services. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement.
14. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or email, addressed as follows:

District**Consultant**

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Song Chin-Bendib,
 Assistant Superintendent/CBO

Name NWEA, Attention General Counsel
 Address: 121 NW Everett Street
 City/State/Zip: Portland, OR 97209
 Phone: 503-624-1951
 Email: legalservices@nwea.org

Any notice personally given or sent by email shall be effective upon receipt. Any notice sent by overnight delivery service shall be effective the business day next following delivery thereof to the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

15. **Integration/Entire Agreement of Parties.** This Agreement and the MSA constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
16. **California Law.** Notwithstanding anything to the contrary in the MSA, this Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
17. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
18. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
19. **Attorney Fees/Costs.** Notwithstanding anything to the contrary in the MSA, should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
20. **Counterparts.** This Agreement, the Schedule A, and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.


22. **Non-Assignability.** Except for the sale, merger, or acquisition of Consultant, Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.

23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- ☒ Signed Agreement
- ☐ Fingerprinting/Criminal Background Investigation Certification
- ☒ W-9 Form
- ☐ TB Declaration
- ☐ SafeSchools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

DocuSigned by:
By: 
5DCCEB0A2E594AE...
Name: Buck Roggeman

Title: Director of Curriculum

Date: 08/11/2022

Consultant

DocuSigned by:
By: 
092F7CE6C50A4AE...
Name: Hunt Winston

Title: COO

Date: 8/11/2022

Consultant Information (Consultant to complete):

Address: 121 NW Everett St, Portland, 97209

Telephone: 503-624-1951

E-Mail: legalservices@nwea.org

Type of Business Entity:

- ☒ Corporation, State
- ☐ Individual
- ☐ Partnership
- ☐ Limited Liability Company
- ☐ Sole Proprietorship
- ☐ Limited Partnership
- ☐ Other: _____

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

Exhibit A

Schedule A

SALES ORDER

Company Address: 121 NW Everett Street
Portland, OR 97209

License Start Date:
License End Date:

Created Date: 08/04/2022
Quote Number: 00066205
Partner ID: 20220

Prepared By: Shelley Ghannam
Phone: 7072804895
Email: shelley.ghannam@nwea.org

Contact Name: Buck Roggeman
Phone: (831) ~~236-9485~~ 646-6526
Email: broggeman@pgusd.org

Bill To Name: Pacific Grove Unified School District

Ship To Name: Pacific Grove Unified School District

Bill To Address: ~~635 Forest Ave~~ 435 Hillcrest Ave.
Pacific Grove, CA 93950

Ship To Address: ~~656 Stinson Avenue~~ 435 Hillcrest Ave.
Pacific Grove, CA 93950

Product	Sales Price	Quantity	Total Price
Virtual Applying Reports: Connecting MAP Growth Scores to Student Learning (2-hour session, up to 30 participants)	\$1,200.00	1	\$1,200.00

Quote Subtotal \$1,200.00
Estimated Tax \$0.00
Grand Total \$1,200.00

Terms and Conditions

This Schedule A is subject to NWEA's terms and conditions located at: <https://legal.nwea.org/>. By signing this Schedule A you agree you have read and understood the terms and agree to them.

General. If this schedule includes virtually delivered professional learning or workshops, then cancellation is subject to the Virtual Workshop Cancellation Policy: at <http://legal.nwea.org/supplementalterms.html>.

Information about NWEA's collection, use, and disclosure of Student Information can be found here: <https://legal.nwea.org/nwea-privacy-and-security-for-pii.html>

NWEA's W9 can be found at: <https://legal.nwea.org/nwea-w-9.html>

Until this Schedule A is signed, the terms identified here are valid for 30 days from the date above. Please confirm the billing address, or specify changes to your account manager.

Signature

Signature: Buck Roggeman

Printed Name: Buck Roggeman

Date: 8/9/2022

Title: Dir. of Curriculum

US Master Subscription Agreement

Printer-friendly version with signature blocks can be found here ([Master%20Subscription Agreement_Domestic.pdf](#)).

MASTER SUBSCRIPTION AGREEMENT

This Agreement is between **NWEA**, an Oregon non-profit corporation with a business address located at 121 NW Everett Street, Portland, Oregon 97209, and **Subscriber** and is effective as of the Effective Date.

The parties agree as follows:

1. Definitions.

1.1 Anonymized Data: means any Student Education Record rendered anonymous in such a manner that the student is no longer identifiable. For example, this includes non-identifiable student assessment data and results, and other metadata, testing response times, scores (e.g. goals, RIT), NCES codes, responses, item parameters, and item sequences that result from the Services.

1.2 Assessment System: means, to the extent included in an applicable Schedule, the following assessment, reporting, and administration systems: (i) MAP® Growth; or (ii) MAP® Reading Fluency, each a product ("Product"). Assessment System excludes Subscriber's operating environment and any other systems not within NWEA's control.

1.3 Content: means test items, including images, text, graphs, charts, and pictures.

1.4 Deidentified Data (Pseudonymized Data): means a Student Education Record processed in a manner in which the Student Education Record can no longer be attributed to a specific student without the use of additional information, provided that such additional information is kept separately using technical and organizational measures.

1.5 Documentation: means Product documentation made available to Subscriber by NWEA, which includes technical manuals, but excludes any marketing materials or brochures.

1.6 FERPA: means the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g(a)(4)(A)(ii), 1232g(b)(1), as amended from time to time.

1.7 GRD: means the Growth Research Database used to generate longitudinal studies, alignment studies, linking studies, norming studies, and other research reports that Subscriber and other subscribers may receive.

1.8 NWEA Confidential Information: means all NWEA non-public, proprietary or confidential information, in oral, visual, written, electronic or other tangible or intangible form, whether or not marked or designated as confidential, including without limitation all NWEA Content, test scripts, underlying ideas, algorithms, item calibrations, concepts, procedures, processes, principles, know-how, and methods of operation that comprise the Services, including updates, enhancements, modifications, and improvements.

1.9 Reporting: means Product reports, learning statements, research studies, and scoring.

1.10 **Schedule**: means one or more applicable order schedules or other order documents, including, upon renewal, any confirmation page generated by NWEA's online account renewal portal which are considered incorporated into this Agreement.

1.11 **Security Breach**: has the meaning ascribed to that term by the applicable state law, or, if not defined by state law, means actual evidence of a confirmed unauthorized acquisition of, access to, or unauthorized use of any Student Education Record(s).

1.12 **Services**: means the Assessment System, Content, Documentation, Product training, professional learning, Reporting, Software, GRD, and other services as described in this Agreement and set forth in an applicable Schedule.

1.13 **Software**: means (i) any web-based or client-server software made available to Subscriber by NWEA; (ii) a lockdown browser sublicensed through NWEA from a third party that facilitates access to the Services; (iii) NWEA software that supports client server assessments; and (iv) any other software set forth in the Supplemental Terms.

1.14 **Student Education Record**: means personally identifiable information of Subscriber's students as defined by FERPA and any applicable state law.

1.15 **Supplemental Terms**: means the Services-specific terms available at <http://legal.nwea.org/supplementalterms.html> (<http://legal.nwea.org/supplementalterms.html>) which are incorporated herein by reference.

1.16 **Systems Administrator**: means the Subscriber-designated individual who, within the Assessment System, is authorized to: (i) modify assessment preferences for Subscriber; (ii) create and modify user profiles for roles including lead roles (i.e. data administrator, assessment coordinator); and (iii) declare testing complete for Subscriber.

2. **Grant of License**. NWEA grants to Subscriber a nonexclusive, nontransferable, limited license to access, use, display, and install or download a copy, as needed, of the Services solely for Subscriber's internal use. The license is effective for a period of one (1) year commencing on the date NWEA makes the Software available to Subscriber, unless otherwise specified in an applicable Schedule. The Services extend only to the quantity indicated on an applicable Schedule. Subscriber acknowledges Product limitations on the number of test events per academic year (see Supplemental Terms).

3. **Protection from Unauthorized Use or Access**. Subscriber shall not: (i) copy, distribute, reproduce, resell, publish, license, create derivative works, transfer, rent, lease, or sublicense any or all of the Services; (ii) exploit for any commercial purposes any portion of the Services or permit use of the Services by anyone not employed by or under the control of Subscriber; (iii) remove any proprietary notices or labels from the Services; (iv) use the Services in an attempt to, or in conjunction with, any device, program, or service designed to circumvent technological measures employed to control access to, distribution of, or rights in, the Services. Subscriber shall use reasonably secure measures to prevent unauthorized use (e.g., copying test items) by its end users. Further, Subscriber shall reproduce all copyright, trademark, and other proprietary notices and legends on each copy, or partial copy, of the Services. Subscriber will deactivate and remove from any equipment under its control any prior versions of the Services.

4. Ownership. The Services are owned and copyrighted by NWEA and are licensed through this Agreement to Subscriber, except certain Software is sublicensed from an NWEA supplier. All right, title, and interest in the Services and all copies, updates, enhancements, modifications, and improvements, along with all associated intellectual property rights, remain with NWEA, regardless of either: (i) the source giving rise to the intellectual property; or (ii) any modifications or adaptations made for the benefit of Subscriber. The Services, and all updates, enhancements, modifications, and improvements, are protected by United States and international intellectual property laws and treaties. Subscriber is not granted any license to use NWEA's or its suppliers' trade or service marks. Additionally, NWEA retains all right, title, and interest in its trade and service marks. Subscriber shall allow NWEA to use, without restriction or royalty obligation, any comments, suggestions, or contributions provided by Subscriber with respect to the Services. Subscriber grants and assigns to NWEA any intellectual property rights that Subscriber may incidentally obtain or have with respect to any such comments, suggestions, or contributions.

5. NWEA Confidential Information. Subscriber shall not use, disclose, or distribute any NWEA Confidential Information, directly or indirectly, without the prior written consent of NWEA, except that NWEA authorizes Subscriber to disclose NWEA Confidential Information: (i) to Subscriber's employees or agents who have signed written confidentiality and nondisclosure agreements before such disclosure; and (ii) as required by applicable federal, state, or local law, regulation, or a Legal Order. Before making any disclosure under Section 5(ii), Subscriber shall provide NWEA: (a) prompt written notice of such requirement so that NWEA may seek, at its sole cost and expense, a protective order or other remedy; and (b) reasonable assistance, at NWEA's cost and expense, in opposing such disclosure or seeking a protective order or other limitations on disclosure. If, after providing such notice and assistance as required in this Section, the Subscriber remains subject to a Legal Order to disclose any NWEA Confidential Information, the Subscriber (or its representatives or other persons to whom such Legal Order is directed) may disclose no more than that portion of the NWEA Confidential Information which, on the advice of Subscriber's legal counsel, specifically requires the Subscriber to disclose. For any such disclosure, Subscriber shall use best efforts to obtain written assurances from the applicable court or agency that such NWEA Confidential Information will be afforded confidential treatment.

6. Student Education Records.

6.1 Privacy- Student Education Records. Subscriber shall comply with all applicable federal and state laws regarding use, access, and disclosure of Student Education Records. The foregoing obligation includes but is not limited to, Subscriber's compliance with its policies regarding parental and guardian consents required for NWEA and its contractors to provide Services to Subscriber under this Agreement. NWEA and Subscriber acknowledge that NWEA will collect, use and disclose Student Education Records consistent with the NWEA Privacy Policy -Assessment System ([nwea-privacy-and-security-for-pii.html](https://www.nwea.org/privacy-and-security-for-pii.html)).

6.2 Subscriber's Ownership of Student Education Records. Subscriber owns the Student Education Records.

7. FERPA. In accordance with FERPA, NWEA may maintain and use Student Education Records to perform the Services and may disclose Anonymized Data to third parties for legitimate educational research. Subscriber is responsible for any notices to parents required under FERPA and for providing parents and guardians with an opportunity to inspect and challenge the contents of a Student Education

Record. If NWEA receives a request from a parent or guardian challenging the content of a Student Education Record maintained by NWEA, NWEA shall contact Subscriber to validate the identity of the parent or guardian and student and request instructions regarding corrective action to be taken, if any. Once validated, NWEA shall correct the erroneous Student Education Record as directed by Subscriber in writing.

8. GRD.Subscriber authorizes NWEA to use Student Education Records in the GRD, commencing on the Effective Date or upon the date that Subscriber used or ordered Services, whichever is earlier. NWEA and Subscriber acknowledge that the permissions and obligations expressed in this Agreement survive the termination of this Agreement and any renewals. As described in Section 15, NWEA will maintain Student Education Records after termination of this Agreement for Services which may include, but are not limited to, Subscriber's access to Reporting and research-related Services and to validate the authenticity of data in such Reporting. If NWEA receives Subscriber's written request to opt out of participation in the GRD, NWEA will deidentify Student Education Records in the GRD. As a result of opting out of the GRD, certain research reports are unavailable to Subscriber due to the inability to accurately link student data with research data. Subscriber's written request must be sent via email to legalservices@nwea.org (mailto:legalservices@nwea.org) and include the following: (i) requestor's name, title and contact information; (ii) the name of requesting school or entity with NCES #; (iii) a request to deidentify Student Education Records in the GRD; and (iv) an attestation that requestor is duly authorized and has legal capacity to execute the request.

9. Security and Privacy Obligations.

9.1 Subscriber Responsibilities. Subscriber is solely responsible for configuring role-based access for its employees and authorized third parties to Student Education Records within the Assessment System and for ensuring the security and availability of Subscriber's own passwords, computers, computer networks, and internet connections, including security patches, choice of browser and browser configuration settings to be used with the Assessment System, email, and other transmissions. Subscriber acknowledges that its Systems Administrator controls the access and security points of the Assessment Systems. Annually, Subscriber shall remove any inactive Systems Administrators and confirm to NWEA the names of its active Systems Administrators. The Assessment System may contain mechanical or electronic methods to prevent unauthorized use or distribution of the Services. Subscriber shall not disable or circumvent such control devices. Subscriber acknowledges that the validity and accuracy of the Reporting depends upon the accuracy and completeness of the class roster file Subscriber submits.

9.2 NWEA Responsibilities.Subject to the limitations of warranty set forth in Section 18 of the Agreement, NWEA shall implement administrative, physical, and technical safeguards to protect Student Education Records from unauthorized access, acquisition, or disclosure, destruction, alteration, accidental loss, misuse, or damage that are no less rigorous than accepted industry practices to protect the confidentiality, integrity, and availability of Student Education Records. NWEA has an incident response program that specifies the actions to be taken in the event of a Security Breach. NWEA shall notify Subscriber by email or telephone in accordance with applicable state law or without unreasonable delay, whichever occurs sooner, after a Security Breach. In the event of a Security Breach, Subscriber shall cooperate fully with NWEA so that NWEA can comply with its notification obligations to the affected parent(s), legal guardian(s), eligible student(s), or any other

parties for which notification by NWEA is required under applicable state law. More information regarding NWEA's information security program can be found in our MAP® Growth™ Security Whitepaper (map-growth-information-security-whitepaper.html).

ACTION/DISCUSSION H

10. Fees and Taxes. Subscriber shall pay the fees set forth on the applicable Schedule. Subscriber is solely responsible for any personal property taxes, value added taxes, local licensing fees, or local taxes related to or resulting from NWEA's delivery of Services under this Agreement. If Subscriber is a tax-exempt entity, Subscriber shall send NWEA written notice of such tax exemption and any other documentation as NWEA may reasonably request related to assessing taxes applicable to Subscriber. Unless otherwise required by applicable laws governing the activities of Subscriber pursuant to this Agreement, the Subscriber shall collect, withhold, or otherwise pay all taxes, charges and financial assessments charged by and due and payable to any local, regional, or national government in the country where the Subscriber is located.

11. Billing; Payment; and Orders. Subscriber shall use its best efforts to determine the number of students to be tested by Subscriber. NWEA shall send an invoice based on the applicable Schedule to Subscriber, and Subscriber shall pay the amount due within 30 days of the invoice date by mailing a check or depositing the amount due via a wire transfer. Subscriber must contact NWEA at accountsreceivable@nwea.org (<mailto:accountsreceivable@nwea.org>) for wire transfer instructions. If Subscriber overestimates the number of students tested, NWEA is not obligated to refund any fees. If, however, Subscriber underestimates the number of students tested, NWEA may submit an amended invoice to capture the additional students tested, and Subscriber shall pay the variance within 30 days of the amended invoice date. Any purchase order, credit card order, or other order document with sufficient information for NWEA to process the order that is accepted by NWEA will be governed by this Agreement, provided however, the terms and conditions in any purchase order accepted by NWEA shall not be binding upon NWEA and shall not modify the terms of this Agreement. All orders, including Schedules, license renewals, and/or other order documents will be governed by the terms of this Agreement. NWEA reserves the right to increase its then-current list prices and introduce new list prices upon notice to Subscriber. Any such increases will only become effective upon renewal of a Subscription term.

12. Amendments and Renewals. Notwithstanding anything to the contrary, terms of any purchase orders or written authorizations issued by Subscriber or any other communications which are additional to or inconsistent with this Agreement are not binding unless NWEA expressly assents to such terms in writing. Such renewals and expansions are governed by this Agreement (including all NWEA order forms). The conditions of payment described in Sections 10 and 11 apply to all renewals and expansions. Subscriber shall make all payments under this Agreement to NWEA.

13. Product Training. If Subscriber is new to the Services, Subscriber's teachers and staff administering the Services must, at Subscriber's cost, participate in NWEA introductory product training before testing begins (e.g. MAP Admin Workshop if Subscriber subscribes to MAP Growth or Client Server MAP). Before testing commences, Subscriber shall assign a member of its staff to coordinate the logistics of setting up the training. If Subscriber experiences staff change that affects the administration of the Services, Subscriber shall promptly notify NWEA in writing. NWEA may require Subscriber to send any new staff to introductory NWEA product training.

14. Publicity. Subscriber consents to NWEA's use of and references to Subscriber's name, directly or indirectly, in NWEA's marketing and training materials.

15. Termination and Remedies. This Agreement remains in effect until terminated in accordance with this section. Either party may terminate by providing the other party thirty (30) days written notice of its intent to terminate for convenience. NWEA may terminate immediately and/or suspend Services without prior notice to Subscriber upon Subscriber's breach of this Agreement. Upon termination for any reason, NWEA is under no obligation to refund any fees paid by Subscriber for the Services. All payment obligations are non-cancelable and all sums paid are non-refundable. NWEA may seek any legal or equitable remedy available against Subscriber for breach of the terms of this Agreement, including without limitation, injunctive relief and specific performance. After termination of the Agreement, NWEA shall continue to maintain Student Education Records until: (i) NWEA receives Subscriber's written request to destroy Student Education Records via email to legalservices@nwea.org (<mailto:legalservices@nwea.org>) that includes requestor's name, title, contact information, name of requesting school or entity with NCES #, and attestation that Subscriber is duly authorized and has legal capacity to execute the request; and (ii) NWEA confirms the information in Subscriber's written request. Thereafter, NWEA shall destroy the Student Education Records without undue delay or as otherwise required under applicable state law. Subscriber understands and agrees that if NWEA destroys Subscriber's Student Education Records, NWEA will not be able to provide such data to Subscriber after its destruction.

16. Support. NWEA will provide to Subscriber limited support, updates, enhancements, modifications, improvements, and maintenance services.

17. Scheduled Maintenance. NWEA has system maintenance periods throughout the year that affect Subscriber's use of the Services, including Subscriber's ability to (i) upload or download student and test data; (ii) access Reporting; or (iii) interact with any of NWEA's websites. NWEA provides notice of regularly scheduled maintenance at [NWEA.org](https://www.nwea.org) (<https://www.nwea.org> (<https://community.nwea.org/docs/DOC-2040>)). NWEA may perform emergency maintenance at any time without notice.

18. Limited Warranty.

18.1 Performance Warranty. NWEA warrants, during the subscription period, that the Product(s), as delivered by NWEA and when used in accordance with the Documentation and the terms of this Agreement, will substantially perform in accordance with the Documentation. If any Product does not operate as warranted and Subscriber has provided written notice of the non-conformity to NWEA within thirty (30) days of discovery of such non-conformity, NWEA shall at its option (i) repair the applicable Product; (ii) replace the applicable Product with a system of substantially the same functionality; or (iii) terminate the license to the non-conforming Product and provide Subscriber a pro-rata refund representing the portion of any fees previously paid for the unused portion of the terminated license for such Product measured from the effective date of termination. The foregoing warranty specifically excludes defects in or non-conformance of the Assessment System resulting from (a) use of the Assessment System in a manner not in accordance with the Documentation except as otherwise authorized in writing by NWEA; (b) modifications or enhancements to the Assessment System made by or on behalf of Subscriber except as otherwise authorized in writing by NWEA; (c) combining the Assessment System with products, software or devices not provided by NWEA; (d) improper or inadequate maintenance of Subscriber's own computers, computer networks, operating environment, security programs, and internet connections; or (e) computer hardware malfunctions, unauthorized repair, accident, or abuse.

18.2 Disclaimer. EXCEPT FOR THE EXPRESS LIMITED WARRANTY PROVIDED IN SECTION 18, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICES ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF (i) MERCHANTABILITY; (ii) FITNESS FOR A PARTICULAR PURPOSE OR USE; (iii) QUALITY; (iv) PRODUCTIVENESS; OR (v) CAPACITY, OR THAT THE OPERATION OF THE SERVICES IS ERROR-FREE. EXCEPT AS PROVIDED HERE, THE ENTIRE RISK AND LIABILITY ARISING OUT OF USE OF THE SERVICES REMAINS WITH SUBSCRIBER. THERE IS NO WARRANTY FOR DATA SECURITY OR PERFORMANCE ISSUES (a) CAUSED BY FACTORS OUTSIDE OF NWEA'S REASONABLE CONTROL; OR (b) RESULTING FROM ANY ACTION OR INACTION OF SUBSCRIBER OR ANY THIRD PARTIES; OR (c) RESULTING FROM SCHEDULED MAINTENANCE PERIODS. NWEA CANNOT CONTROL PERFORMANCE OF THE SERVICES BASED ON THE FLOW OF DATA TO OR FROM NWEA'S NETWORK OR OVER THE INTERNET, WHICH DEPEND IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT SUBSCRIBER'S CONNECTIONS TO THE INTERNET. ALTHOUGH NWEA USES COMMERCIALY REASONABLE EFFORTS TO REMEDY AND AVOID SUCH EVENTS, NWEA DOES NOT GUARANTEE THAT SUCH EVENTS WILL NOT OCCUR. ACCORDINGLY, NWEA DISCLAIMS ANY LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS. THE REMEDIES SET FORTH IN THIS SECTION 18 ARE SUBSCRIBER'S SOLE AND EXCLUSIVE REMEDIES AND NWEA'S SOLE AND EXCLUSIVE LIABILITY REGARDING THE PRODUCTS AND SERVICES FAILURE TO PERFORM AS WARRANTED IN THIS SECTION 18.

19. Limitation of Liability. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, IN NO EVENT IS NWEA LIABLE FOR ANY DAMAGES OR EXPENSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST OPPORTUNITY, LOST SAVINGS, LOSS OF GOODWILL, LOST BUSINESS, LOSS OF ANTICIPATED BENEFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, LOSS OF OR DAMAGE TO DATA, COMPUTER FAILURE OR MALFUNCTION, OR ANY OTHER INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR PECUNIARY LOSS, WHETHER BASED IN CONTRACT, TORT, OR OTHERWISE, ARISING OUT OF THE USE OF OR INABILITY TO USE THE SERVICES, EVEN IF NWEA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NWEA'S ENTIRE LIABILITY UNDER THIS AGREEMENT IS LIMITED TO THE AMOUNT ACTUALLY PAID BY SUBSCRIBER FOR THE RIGHT TO USE THE PRODUCT IN THE TWELVE MONTHS PRECEDING THE INCIDENT GIVING RISE TO THE CLAIM. THIS LIMITATION ALSO APPLIES TO NWEA'S DEVELOPERS AND SUPPLIERS OF THE SERVICES AND IS THE MAXIMUM FOR WHICH THEY AND NWEA ARE COLLECTIVELY RESPONSIBLE. THE FOREGOING LIMITATIONS SHALL APPLY NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

20. Indemnification.

20.1 By Subscriber. Except to the extent limited by applicable law, Subscriber shall indemnify, defend, and hold harmless NWEA and NWEA's officers, directors, employees, agents, and representatives, from and against any third party claims, damages, expenses, judgments, fines, and amounts paid in settlement in connection with any proceeding arising from (i) any breach of this Agreement by Subscriber or any of its employees or agents; or (ii) any use of the Services.

20.2 **By NWEA.** If all the conditions in this section are met, NWEA shall (i) defend Subscriber against claims made by an unaffiliated third party that the Assessment System infringes its US patent, copyright, or trademark; and (ii) pay the amount of any resulting adverse final judgment against Subscriber (after any appeals) or settlement to which NWEA consents. Subscriber must notify NWEA promptly in writing of the claim. Subscriber must also give NWEA sole control over its defense and settlement. Subscriber shall provide NWEA with reasonable assistance in defending the claim. NWEA's obligations under this Section will not apply to the extent the claim (or adverse final judgment) is based on: (a) Subscriber using the Assessment System after NWEA has informed Subscriber to discontinue use due to such a claim; (b) the combination or use of the Assessment System with non-NWEA information, data, or materials except as otherwise authorized in writing by NWEA; (c) modification of the Assessment System except as otherwise authorized in writing by NWEA; (d) use of NWEA's trademark(s) without express written permission; or (e) Subscriber's acts or omissions which result in a claim under this Section. If NWEA receives information about a claim under this Section related to the Assessment System in whole or in part, NWEA may do any of the following, at its discretion and expense: (i) procure the right to continue its use; (ii) replace the infringing portion of the Assessment System with a functional equivalent; (iii) modify the infringing portion of the Assessment System to make it non-infringing (if NWEA does this, Subscriber will stop using the allegedly infringing portion of the Assessment System immediately); or (iv) terminate this Agreement. Notwithstanding anything to the contrary, NWEA's commitment under this Section is Subscriber's exclusive remedy for third-party infringement and trade secret misappropriation claims. Nothing in this section obligates NWEA to indemnify Subscriber from and against any claims, suits, actions, losses, damages, liabilities, costs and expenses attributable to the acts or omissions of Subscriber, its officers, employees, or agents.

21. **Evaluation License.** This Section 21 applies if NWEA has provided the Services (including but not limited to Assessment System, Reporting, and/or Software) to Subscriber for evaluation purposes. NWEA grants Subscriber a thirty (30) day (or as otherwise indicated by NWEA in writing) limited license to use such Services solely for the purposes of evaluation. NWEA is not obligated to provide support for the evaluation Services. SUBSCRIBER ACKNOWLEDGES AND AGREES THAT THE SERVICES PROVIDED FOR EVALUATION MAY FUNCTION FOR A LIMITED PERIOD OF TIME, HAVE LIMITED FEATURES, AND HAVE OTHER LIMITATIONS NOT CONTAINED IN A COMMERCIAL VERSION OF THE SERVICES. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NWEA IS PROVIDING THE SERVICES "AS IS", AND NWEA DISCLAIMS ANY AND ALL WARRANTIES INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND STATUTORY WARRANTIES OF NON-INFRINGEMENT, LIABILITIES, AND INDEMNIFICATION OBLIGATIONS OF ANY KIND. IN THE EVENT OF A CONFLICT BETWEEN THIS SECTION 21 AND OTHER TERMS OF THIS AGREEMENT, THIS SECTION 21 WILL SUPERSEDE SUCH TERMS WITH RESPECT TO THE SERVICES LICENSED TO SUBSCRIBER FOR EVALUATION PURPOSES.

22. **Miscellaneous.**

22.1 **Force Majeure.** Neither party is liable for any delay or failure to perform any obligation hereunder due to causes beyond its control, including without limitation, war, riot, insurrection, civil commotion, terrorist activity, fire, industrial dispute, act of nature, computer-related crimes (including,

but not limited to, denial of service attacks), epidemic, act or omission of a third party vendor or supplier, equipment failure, public enemy of government, failure of telecommunications, system malfunction, or other casualty.

22.2 Waiver and Severability. Waiver of any default or breach under this Agreement by NWEA does not constitute a waiver of any subsequent default or a modification of any other provisions of this Agreement. If any part of this Agreement is held illegal or otherwise unenforceable by a court of competent jurisdiction, the parties intend that the remainder of this Agreement nevertheless remains in full force and effect. Upon a determination that any term or provision is illegal or unenforceable, the court may modify this Agreement to affect the original intent of the parties as closely as possible.

22.3 No Third-party Beneficiaries. The parties do not intend to confer any right or remedy on any third party.

22.4 Survival. The following sections survive any termination of this agreement or the termination of any license granted under this agreement: 1, 3, 4, 5, 6, 7, 8, 9.1, 14, 15, 18, 19, 20.1, 22.2, 22.3, 22.4, 22.5, 22.9, 22.10, 22.11, and 22.12.

22.5 Entire Agreement; Order of Precedence. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement. The terms of this Agreement apply to all order documents, including but not limited to purchase orders and credit card orders, accepted by NWEA, and this Agreement will supersede any inconsistent or different pre-printed terms of any such order document. If there is a conflict among any of the terms of this Agreement, the parties intend that it be resolved by giving precedence to Agreement documents in the following order (i.e. the earlier listing governing the later): (i) any Supplemental Terms to the extent related to Services described in an applicable Schedule; (ii) this Agreement without any Schedules or Supplemental Terms; (iii) the most recent Schedule; followed by (iv) any other Schedules in reverse chronological order.

22.6 Assignment. Subscriber may not assign this Agreement to any third party without the prior written consent of NWEA, which consent shall not be unreasonably withheld.

22.7 Binding. This Agreement binds and inures to the benefit of each party and its respective successors and approved assigns, if any.

22.8 Merger or Sale of NWEA. If either (i) NWEA and a third-party merge; or (ii) NWEA is sold to a third party, then the surviving or resulting entity shall maintain the Student Education Records in accordance with this Agreement, if the entity is subject to this Agreement.

22.9 Representation of Signatories. Each person signing this Agreement represents and warrants that such person is duly authorized and has legal capacity to execute and deliver this Agreement for its respective party.

22.10 Notices. Any notice required under this Agreement shall be in writing and effective when (i) delivered personally against receipt, (ii) deposited in the mail and registered or certified with return receipt requested, postage prepaid, (iii) shipped by a recognized courier service and addressed to

either party as designated in this Agreement, (iv) delivered by email to an email address designated by the recipient, or (v) when delivered via any of the foregoing at such other address as may be provided by the recipient in accordance with this section.

22.11 Controlling Law and Venue. Unless the law of the jurisdiction where Subscriber is domiciled requires otherwise, the parties intend that this Agreement be construed and controlled by the laws of the State of Oregon, U.S.A., without giving effect to principles of conflict of laws. Notwithstanding anything to the contrary, the United Nations Convention on Contracts for the International Sale of Goods, Uniform Commercial Code, and Uniform Computer Information Transactions Act are specifically disclaimed and do not apply to this Agreement. Any litigation arising out of this Agreement must be conducted in courts located in Multnomah County, Oregon.

22.12 Attorney Fees. If any lawsuit is instituted to interpret, enforce, or rescind this Agreement, the prevailing party on a claim may recover, in addition to any other relief awarded, its reasonable attorney fees and other fees, costs, and expenses incurred in connection with the lawsuit, the collection of any award, or the enforcement of any order as determined by a judge.

22.13 Counterparts. The parties may execute this Agreement in counterparts, each of which is an original, and the counterparts constitute one and the same Agreement. The parties may also deliver and accept facsimile or electronically scanned signatures, which bind a party as if the signature were an original.

22.14 Vendor Status and Independent Contractor. NWEA provides Services within its normal business operations and operates in a competitive environment. The Services constitute a vendor relationship, as defined by OMB Circular A-133 and, therefore, any monies to pay for this Agreement are not subject to the federal audit requirements of OMB Circular A-133. NWEA is an independent contractor, and neither NWEA nor its employees are Subscriber's employees. Nothing contained in this Agreement creates or implies an agency relationship, joint venture, or partnership between the parties.

22.15 UK Bribery Act. Each party agrees to comply with the UK Bribery Act. Subscriber acknowledges and agrees that Subscriber has not received, requested, been offered, agreed, paid or promised, any offer, promise or gift of any financial or other advantage from and to any person that would constitute a violation under the UK Bribery Act, or which would have influenced or secured any business or other advantage to NWEA.

22.16 Custom Agreements. If NWEA and Subscriber have a valid and effective written custom agreement in place for the Services, the terms of that custom agreement take precedence over any conflicting terms in this Agreement.

Last Updated: August 1, 2022

Privacy & Terms of Use (<https://www.nwea.org/privacy-and-terms>)

HQ: 121 NW Everett Street, Portland, OR 97209

SALES: 866-654-3246 (tel:8666543246) SUPPORT: 877-469-3287 (tel:8774693287)

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

SUBJECT: Review of the 2021-22 Actual and 2022-23 Estimated Property Tax Revenues

DATE: August 18, 2022

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

RECOMMENDATION:

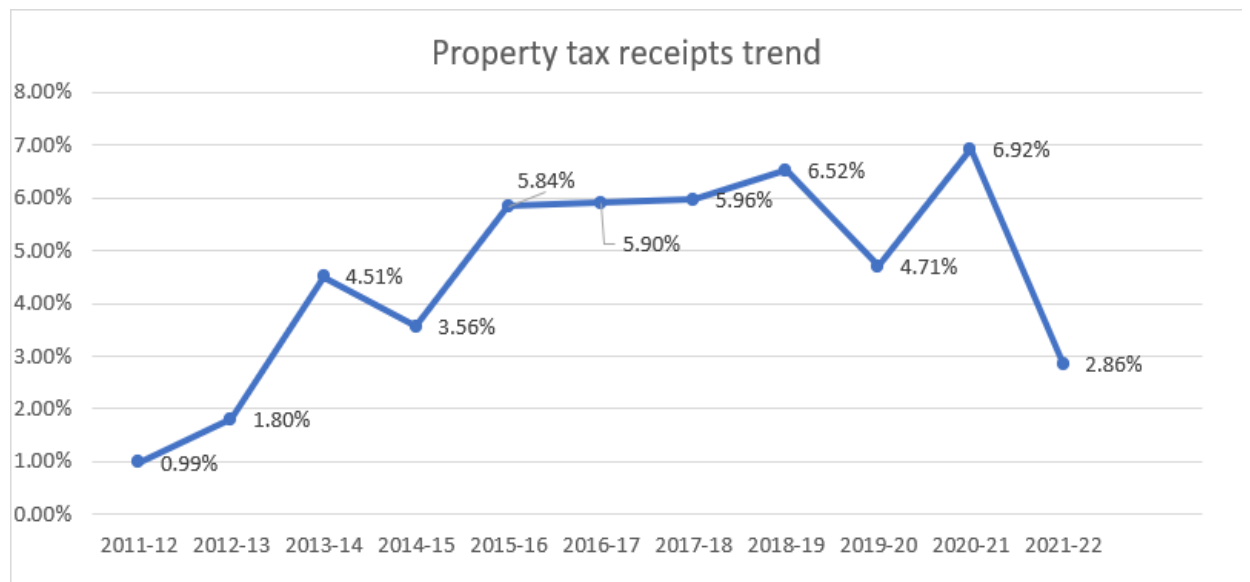
The District Administration recommends that the Board review the attached information regarding actual receipts of Property Tax Revenue for the 2021-22 fiscal year and projections for 2022-23 based on the latest Assessed Valuation.

BACKGROUND:

Property tax revenues are received throughout the year, with the largest portions being posted in the months of December (about 54%) and April (about 33%). The remaining 13% of property taxes are received in various amounts throughout the year.

Trends of property tax revenues:

- From 1991-92 through 2008-09, the District experienced consistent growth in property tax revenues, which increased by an average of 5.85% per year
- In 2009-10, the trend for Property Tax Revenues turned downward, and this resulted in decreases in revenues of - \$42,105 (-0.22%) in 2009-10, and -\$236,236 (-1.24%) in 2010-11
- In 2011-12, property tax revenue once again started increasing, and over the 10-year period, the average growth was about 4.51%



INFORMATION:

2021-22 actual Property Taxes:

- How did Property Taxes increase compare to the prior year, 2021-22 to 2020-21?
Actual property tax revenues for 2021-22 were \$30,514,077, which is an **increase of \$847,833** (up 2.86%) when compared to the prior year, 2020-21. The percentage of growth was relatively low as compared to the prior years. One of the major reasons is that the tax roll for 2020 was set for the low pandemic assessed valuation, and even though the market for home prices has increased, the tax roll was not caught up for commercial properties then. It is now caught up for 2022-23.
- Did Property Taxes meet budgeted expectations?
The amount was close to projections.
 - In the 2021-22 Adopted Budget (June 2021), the estimated property tax receipts were \$30,468,898
 - In the 2021-22 Revised Budget (October 2021), the estimated receipts went up to \$30,590,894, an increase of \$121,996
 - As of the closing of the 2021-22 books (July 2022), the actual receipts were \$30,514,077, \$76,817 less than the Revised Budget.

2022-23 Property Tax projections:

- What was the projection for the 2022-23 property taxes?
The 2022-23 Adopted Budget has a projected \$30,200,377 for the property taxes.
- Have the projections changed for 2022-23?

Yes. Based on the most recent projections from the Assessor's Office and final roll from the Auditor Controller's Office, the projected amount is \$32,964,203, which is **2.37%** over the 2022-23 Adopted Budget projections.

- 2022-23 Adopted Budget - \$32,200,377 estimated for property tax revenues which was a 5.15% over 2021-22 Revised Budget (October 2021)
- 2022-23 Revised Budget - \$32,964,203 to be adjusted in the upcoming budget, ***an increase of \$763,826***. The increase was due to primarily reassessment of commercial properties back to the pre-pandemic levels.

Please see attached spreadsheets which show Assessed Valuation and Property Tax revenues since 2017-18 and 2018-19 respectively.

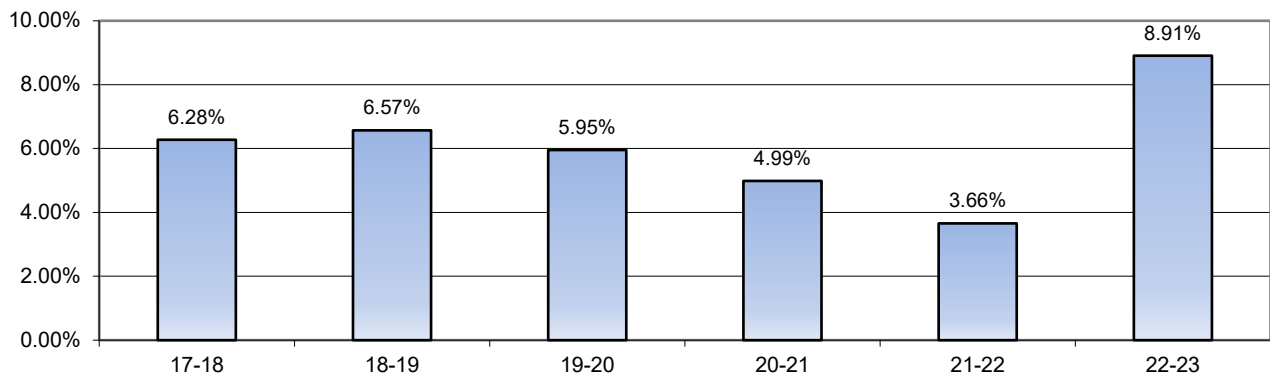
FISCAL IMPACT:

There was a decrease of \$76,817, actual property tax receipts from the 2021-22 Revised Budget and a projected increase of \$763,826, from the 2022-23 Adopted Budget projections.

Assessed Valuation

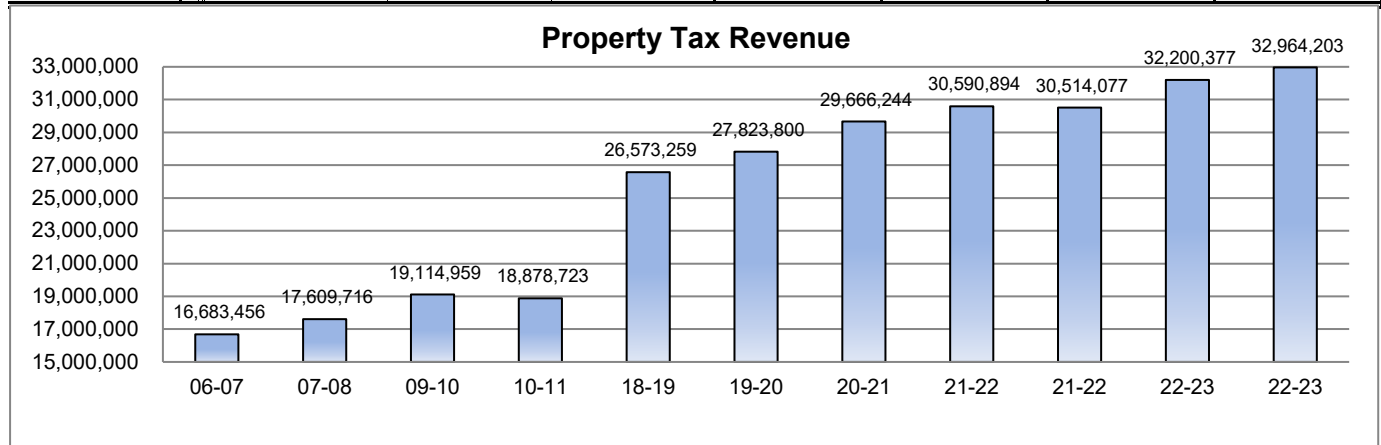
Tax District		2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
		Projected	Projected	Projected	Projected	Projected	Estimate
PG	AV	2,815,131,775	3,005,933,828	3,192,283,741	3,336,457,310	3,509,304,610	3,819,511,699
004-000	Rate	0.471707	0.471707	0.471707	0.472042	0.472042	0.472042
Parcels	Tax	13,279,174	14,179,200	15,058,226	15,749,480	16,565,392	18,029,699
7,487	Change	827,407	900,027	879,026	691,254	815,912	1,464,308
PG	AV	155,259	158,361	161,527	164,755	511,567	1,155,894
004-001	Rate	0.475908	0.475908	0.475908	0.475908	0.475908	0.475908
Parcels	Tax	739	754	769	784	2,435	5,501
2	Change	14	15	15	15	1,651	3,066
PG	AV	426,135,448	447,447,544	472,203,642	499,051,541	527,226,406	572,453,142
004-002	Rate	0.471707	0.471707	0.471707	0.471707	0.471707	0.471707
Parcels	Tax	2,010,111	2,110,641	2,227,418	2,354,061	2,486,964	2,700,302
1,148	Change	130,408	100,531	116,776	126,643	132,903	213,338
PG	AV	16,488,937	16,849,933	17,101,663	17,548,510	17,681,513	18,036,900
004-004	Rate	0.471707	0.471707	0.471707	0.471707	0.471707	0.471707
Parcels	Tax	77,779	79,482	80,670	82,778	83,405	85,081
31	Change	1,541	1,703	1,187	2,108	627	1,676
PG	AV	172,458	175,690	162,200	158,870	153,205	149,399
004-005	Rate	0.569710	0.569710	0.569710	0.569710	0.569710	0.569710
Parcels	Tax	983	1,001	924	905	873	851
9	Change	(131)	18	(77)	(19)	(32)	(22)
PB	AV	2,040,803,324	2,176,651,489	2,301,836,960	2,427,213,287	2,452,945,007	2,676,507,930
102-001	Rate	0.453536	0.453536	0.453536	0.453536	0.453536	0.453536
Parcels	Tax	9,255,778	9,871,898	10,439,659	11,008,286	11,124,989	12,138,927
1,844	Change	495,724	616,120	567,761	568,627	116,703	1,013,938
PB	AV	1,711,053	1,653,888	1,279,480	896,694	878,416	847,008
102-003	Rate	0.453536	0.453536	0.453536	0.453536	0.453536	0.453536
Parcels	Tax	7,760	7,501	5,803	4,067	3,984	3,841
2	Change	(469)	(259)	(1,698)	(1,736)	(83)	(142)
Totals	AV	5,300,598,254	5,648,870,733	5,985,029,213	6,281,490,967	6,508,700,724	7,088,661,972
	Tax	24,632,323	26,250,478	27,813,468	29,200,360	30,268,040	32,964,203
Parcels	Change	1,454,495	1,618,154	1,562,991	1,386,892	1,067,680	2,696,162
10,523	Chg %	6.28%	6.57%	5.95%	4.99%	3.66%	
Actual change		\$ 24,945,648	\$ 26,573,259	\$ 27,823,800	\$ 29,523,008	\$ 30,590,893	\$ 33,316,711
		5.96%	6.52%	4.71%	6.11%	3.62%	

Percent Change in Assessed Valuation



Property Tax Revenue

	6.52%	4.71%	6.62%	4.57%	2.86%	5.15%	
	2018-19	2019-20	2020-21	2021-22	2021-22	2022-23	2022-23
	actual	actual	actuals	Est. -10/28	Actuals	Estimate	Revised Est.
July	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-
August	-	-	-	-	-	-	-
Year-to-Date	-	-	-	-	-	-	-
September	81,929	91,507	109,662	113,080	85,291	89,683	92,140
Year-to-Date	81,929	91,507	109,662	113,080	85,291	89,683	92,140
October	-	-	-	-	-	-	-
Year-to-Date	81,929	-	109,662	113,080	85,291	89,683	92,140
November	943,522	1,012,590	1,025,732	1,057,702	1,327,911	1,396,299	1,434,543
Year-to-Date	1,025,451	1,104,097	1,135,394	1,170,782	1,413,202	1,485,982	1,526,682
December	13,591,740	14,644,626	15,891,982	16,387,310	16,471,008	17,319,265	17,793,630
Year-to-Date	14,617,191	15,748,723	17,027,376	17,558,092	17,884,211	18,805,247	19,320,313
percent change	0.32%	7.74%	4.08%	7.32%	5.03%	7.10%	8.03%
January	880,650	645,269	280,379	289,118	331,670	348,751	358,303
Year-to-Date	15,497,841	16,393,992	17,307,755	17,847,210	18,215,881	19,153,999	19,678,616
percent change	1.13%	5.78%	1.62%	4.79%	5.25%	7.32%	8.03%
February	719,652	726,703	657,961	678,468	698,073	734,024	754,128
Year-to-Date	16,217,492	17,120,695	17,965,716	18,525,678	18,913,954	19,888,023	20,432,744
percent change	-3.38%	5.57%	1.00%	4.15%	5.28%	7.35%	8.03%
March	560,829	635,096	866,946	893,967	794,324	835,232	858,109
Year-to-Date	16,778,321	17,755,791	18,832,662	19,419,645	19,708,278	20,723,254	21,290,853
percent change	-0.07%	5.83%	2.22%	5.41%	4.65%	6.71%	8.03%
April	9,268,101	9,353,536	10,108,449	10,423,514	10,167,265	10,690,879	10,983,541
Year-to-Date	26,046,422	27,109,326	28,941,111	29,843,159	29,875,543	31,414,134	32,274,394
percent change	6.51%	4.08%	0.99%	4.14%	3.23%	5.26%	8.03%
May	102,453	62,709	82,045	84,602	72,767	88,959	78,610
Year-to-Date	26,148,876	27,172,035	29,023,156	29,927,761	29,948,310	31,503,093	32,353,004
percent change	6.61%	3.91%	0.87%	4.01%	3.19%	5.26%	8.03%
June	424,383	651,765	643,089	663,133	565,768	697,284	611,199
Year-to-Date	26,573,259	27,823,800	29,666,244	30,590,894	30,514,077	32,200,377	32,964,203
percent change	6.52%	4.71%	1.41%	4.57%	2.86%	5.26%	8.03%
Total	26,573,259	27,823,800	29,666,244	30,590,894	30,514,077	32,200,377	32,964,203
Inc (Dec)	1,627,611	1,250,541	1,842,444	1,336,072	847,833	1,609,483	2,450,125
percent change	6.52%	4.71%	6.62%	4.57%	2.86%	5.26%	



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

SUBJECT: Review of the 2022-23 Enacted State Budget

DATE: August 18, 2022

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

RECOMMENDATION:

The Administration recommends that the Board review the information provided regarding the 2022-23 Enacted State Budget.

BACKGROUND:

Each January, the Governor issues his Governor's Budget Proposal which is the first official announcement of the state budget for the coming fiscal year. Then the Governor's May Revision which provides more detail of the January Budget Proposal, is issued. The May Revision takes into account Corporation, sales and income taxes collected the month prior. Negotiations then take place between the Assembly, Senate and Governor, culminating in a final state budget prior to July 1.

INFORMATION:

On June 30, 2022, Governor Newsom signed the 2022-23 State Budget into law. The final Budget is comprised of a \$242.2 billion in General Fund resources with a \$7.8 billion projected surplus.

A power point presentation will be presented to the Board which includes the following:

- Fiscal conditions and budget outlook of the State of California
- State General Fund revenues
- Public School System Stabilization Account
- Declining enrollment
- New funding programs in 2022-23
- Independent Study

FISCAL IMPACT:

Budget items that will impact Pacific Grove USD will be listed in the power point presentation.

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

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

SUBJECT: Review of District Enrollment For The First Day of School And Overall Projections for 2022-23

DATE: August 18, 2022

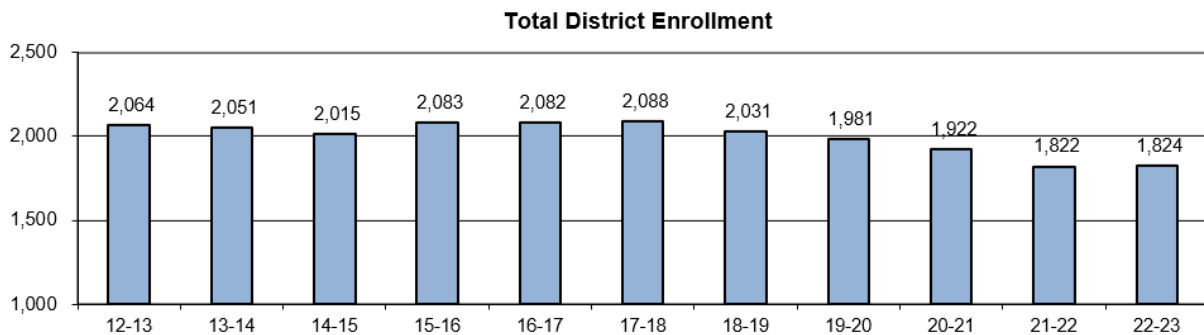
PERSON RESPONSIBLE: Song Chin-Bendib, Assistant Superintendent for Business Services

RECOMMENDATION:

The District Administration recommends that the Board review the attached information regarding Enrollment for the first day of school and overall projections for 2022-23.

BACKGROUND:

For a 10-year period, the actual CBEDS enrollment numbers are as follows:



INFORMATION:

Total projected District enrollment for 2022-23 is 1,824, which coincidentally is the same as the 2021-22 actual total CBEDS number. The total for each school and grade level varies.

As of August 4th, the first day of school, the number of students reported was 1,744. There could be a delay of a few students placed in the student information system, Synergy, when this report was produced. Due to the timing of production of the Board packet, Day 5, August 10th, will not be reported until the next period.

Some enrollment observations of August 4, 2022, the first day of school:

- 1) Forest Grove has two Transitional Kindergarten (TK) classes, an increase of one class, from 19 students in May to 29 students enrolled this new school year. Total enrollment is at **381**, as compared to 398 on Day 1 last year, and 36 students under projection.
- 2) Robert Down enrollment is at **400**, as compared to 417 at about the same time last year, and 29 students under projection.
- 3) Middle School enrollment is **382**, a decrease of 12 students over this time last year and 28 students under projection even though a larger incoming 6th graders.
- 4) High School enrollment is **542**, a decrease of 42 students compared to around this time last year and 11 under projection.
- 5) Community High School has **16** students, same level as last year.
- 6) Special Day Class enrollment is **13** at Forest Grove
- 7) Moderate/Severe student enrollment is **10** at Robert Down.

FISCAL IMPACT:

Changes in enrollment have no significant impact on revenues because the District receives its funding primarily from local property taxes. However, one-time state block grant funds and annual lottery revenue will be impacted by continuous declining enrollment and ADA.

Pacific Grove Unified School District

Enrollment - 2022-23

Actuals															
	Apr	May	Jun	Jul	Aug 4	Aug 10	Sep 14	Oct 5	Nov	Dec	Jan	Feb	Mar	Apr	May
Forest Grove	21st	20th			1st Day	5th Day		CBEDs	17th	10th	20th	10th	15th	21st	20th
TK	2.00	20	19	-	-	29	-	-	-	McDaniel - 14 ; Fadem - 15					
sped=0	10.0	9.5	-	-	14.5	-	-	-	-	-	-	-	-	-	-
K	2.00	74	74	-	-	34	-	-	-	Sweeney 18 - Wright 16					
Boston	sped=1	37.0	37.0	-	-	17.0	-	-	-	-	-	-	-	-	-
1	3.00	63	63	-	-	64	-	-	-	Luciano 22 - McCarty 19 - Miller 23					
Boston	sped=1	21.0	21.0	-	-	21.3	-	-	-	-	-	-	-	-	-
2	3.00	66	66	-	-	60	-	-	-	Cina 20 - Welch 21- Patel 19					
Boston	sped=1	22.0	22.0	-	-	20.0	-	-	-	-	-	-	-	-	-
3	3.00	56	56	-	-	70	-	-	-	Gordon 22 - Andersen 24 - Flores 24					
Boston	sped=2	18.7	18.7	-	-	23.3	-	-	-	-	-	-	-	-	-
4	3.00	67	67	-	-	60	-	-	-	Russo 19 - Yant 21 - Serpa 20					
Kelly	sped=4	22.3	22.3	-	-	20.0	-	-	-	-	-	-	-	-	-
5	3.00	71	72	-	-	64	-	-	-	Dempsey 22 - Montgomery 21 - Condit 21					
Kelly	sped=4	23.7	24.0	-	-	21.3	-	-	-	-	-	-	-	-	-
Total	19.00	417	417	-	-	381	-	-	-	-	-	-	-	-	-
Avg Class Size		21.9	21.9	-	-	20.1	-	-	-	-	-	-	-	-	-
SE (SDC)	2.00	16	16	-	-	13	-	-	-	-	-	-	-	-	-
Robert Down															
K	3.00	70	70	-	-	55	-	-	-	Chavez 18 - Kelly 20 - Renteria 17					
Bloomer	sped=1	23.3	23.3	-	-	18.3	-	-	-	-	-	-	-	-	-
1	3.00	57	57	-	-	67	-	-	-	Evans 23 - McNickle/Coleman 23 - Perkins 21					
Bloomer	sped=1	19.0	19.0	-	-	22.3	-	-	-	-	-	-	-	-	-
2	3.00	70	70	-	-	57	-	-	-	Bingham 20 - Gilmore 18 - Johnson 19					
Bloomer	sped=3	23.3	23.3	-	-	19.0	-	-	-	-	-	-	-	-	-
3	3.00	77	76	-	-	66	-	-	-	Ibrahim 22 - Jones 22 - Perlstein 22					
Bloomer	sped=1	25.7	25.3	-	-	22.0	-	-	-	-	-	-	-	-	-
4	4.00	74	74	-	-	85	-	-	-	Brockmeyer 22 - Levy 21 - Pechan 21 - Smith 21					
Bloomer	sped=0	18.5	18.5	-	-	21.3	-	-	-	-	-	-	-	-	-
5	3.00	75	75	-	-	70	-	-	-	Dacuyan 23 - Hiserman 24 - Hober 23					
sped=3	25.0	25.0	-	-	23.3	-	-	-	-	-	-	-	-	-	-
Total	19.00	423	422	-	-	400	-	-	-	-	-	-	-	-	-
Avg Class Size		22.3	22.2	-	-	21.1	-	-	-	-	-	-	-	-	-
SE/Reading	1.00	10	10	-	-	10	-	-	-	-	-	-	-	-	-
Middle School															
6		136	136	-	-	131	-	-	-	-	-	-	-	-	-
7		143	142	-	-	132	-	-	-	-	-	-	-	-	-
8		127	127	-	-	119	-	-	-	-	-	-	-	-	-
Total MS	27.20	406	405	-	-	382	-	-	-	-	-	-	-	-	-
Avg Class Size		14.9	14.9	-	-	14.0	-	-	-	-	-	-	-	-	-
High School															
9		160	160	-	-	157	-	-	-	-	-	-	-	-	-
10		119	120	-	-	118	-	-	-	-	-	-	-	-	-
11		135	135	-	-	132	-	-	-	-	-	-	-	-	-
12		146	146	-	-	135	-	-	-	-	-	-	-	-	-
Total HS	34.00	560	561	-	-	542	-	-	-	-	-	-	-	-	-
Avg Class Size		16.5	16.5	-	-	15.9	-	-	-	-	-	-	-	-	-
Community High School															
Total CHS		15	16	-	-	16	-	-	-	-	-	-	-	-	-
Total District		1,847	1,847	-	-	1,744	-	-	-	-	-	-	-	-	-
Change		(97)	(94)	-	-	(130)	(1,870)	(1,900)	(1,899)	(1,940)	(1,931)	(1,931)	(1,963)	(1,969)	26

Pacific Grove Unified School District

Enrollment - 2021-22

Actuals															
	Apr	May	Jun	Jul	Aug 5	Aug 11	Sep 14	Oct 6	Nov	Dec	Jan	Feb	Mar	Apr	May
Forest Grove	covid 19				1st Day	5th Day		CBEDs	17th	10th	20th	10th	15th	21st	20th
TK	1.00	17	17	-	-	16	16	18	18	19	19	19	20	20	19
sped=0		17.0	17.0	-	-	16.0	16.0	18.0	18.0	19.0	19.0	19.0	20.0	20.0	19.0
K	3.00	59	60	-	-	67	68	69	71	72	72	72	73	74	74
Boston	sped=1	19.7	20.0	-	-	22.3	22.7	23.0	23.7	24.0	24.0	24.0	24.3	24.7	24.7
1	3.00	65	65	-	-	62	60	60	61	61	62	62	62	63	63
Boston	sped=1	21.7	21.7	-	-	20.7	20.0	20.0	20.3	20.3	20.7	20.7	20.7	21.0	21.0
2	3.00	57	56	-	-	63	64	65	64	66	66	66	66	67	66
Boston	sped=2	19.0	18.7	-	-	21.0	21.3	21.7	21.3	22.0	22.0	22.0	22.0	22.3	22.0
3	3.00	60	60	-	-	55	52	58	58	58	57	57	57	56	56
Boston/Kelly	sped=4	20.0	20.0	-	-	18.3	17.3	19.3	19.3	19.3	19.0	19.0	19.0	18.7	18.7
4	3.00	77	76	-	-	69	67	71	70	69	69	67	67	67	67
Kelly	sped=3	25.7	25.3	-	-	23.0	22.3	23.7	23.3	23.0	23.0	22.3	22.3	22.3	22.3
5	3.00	58	58	-	-	66	63	68	68	68	68	70	71	70	72
Kelly	sped=5	19.3	19.3	-	-	22.0	21.0	22.7	22.7	22.7	22.7	23.3	23.7	23.3	24.0
Total	19.00	393	392	-	-	398	390	409	410	413	413	413	416	418	417
Avg Class Size		20.7	20.6	-	-	20.9	20.5	21.5	21.6	21.7	21.7	21.7	21.9	22.0	21.9
SE (SDC)	2.00	20	19	-	-	-	15	16	16	16	15	15	15	16	16
Robert Down															
K	3.00	62	62	-	-	66	67	69	70	70	70	68	68	70	70
Bloomer	sped=2	20.7	20.7	-	-	22.0	22.3	23.0	23.3	23.3	23.3	22.7	22.7	23.3	23.3
1	3.00	67	67	-	-	63	62	61	61	62	61	57	57	57	57
Bloomer	sped=1	22.3	22.3	-	-	21.0	20.7	20.3	20.3	20.7	20.3	19.0	19.0	19.0	19.0
2	3.00	83	83	-	-	68	66	66	69	67	68	67	67	68	70
Bloomer	sped=1	27.7	27.7	-	-	22.7	22.0	22.0	23.0	22.3	22.7	22.3	22.7	23.3	23.3
3	4.00	69	69	-	-	80	81	81	81	80	80	77	77	77	76
Bloomer	sped=1	17.3	17.3	-	-	20.0	20.3	20.3	20.3	20.0	20.0	19.3	19.3	19.3	19.0
4	3.00	81	81	-	-	66	67	67	68	68	69	71	71	73	74
Bloomer	sped=3	27.0	27.0	-	-	22.0	22.3	22.3	22.7	22.7	23.0	23.7	23.7	24.3	24.7
5	3.00	62	62	-	-	74	74	75	76	75	73	71	71	73	75
sped=0		20.7	20.7	-	-	24.7	24.7	25.0	25.3	25.0	24.3	23.7	23.7	24.3	25.0
Total	19.00	424	424	-	-	417	417	419	425	422	421	411	411	418	423
Avg Class Size		22.3	22.3	-	-	21.9	21.9	22.1	22.4	21.1	21.1	20.6	21.6	22.0	22.3
SE/Reading	1.00	7	7	-	-	8	8	8	8	7	7	8	8	9	10
Middle School															
6		147	147	-	-	126	124	128	127	130	131	134	134	135	136
7		129	129	-	-	142	142	141	139	141	141	144	144	143	142
8		175	175	-	-	126	126	125	126	126	126	127	127	126	127
Total MS	25.00	451	451	-	-	394	392	394	392	397	398	405	405	404	405
Avg Class Size		18.0	18.0	-	-	15.8	15.7	15.8	15.7	15.9	15.9	16.2	16.2	16.2	16.2
High School															
9		133	133	-	-	170	167	164	163	164	164	162	160	160	160
10		153	153	-	-	129	126	124	123	123	121	119	118	119	120
11		138	138	-	-	147	141	141	141	139	137	135	135	135	135
12		136	136	-	-	138	135	134	147	135	135	145	145	145	146
Total HS	36.40	560	560	-	-	584	569	563	574	561	557	561	558	559	560
Avg Class Size		15.4	15.4	-	-	16.0	15.6	15.5	15.8	15.4	15.3	15.4	15.3	15.4	15.4
Community High School															
Total CHS		18	18	-	-	14	14	14	15	18	17	18	18	17	16
Total District		1,873	1,871	-	-	1,815	1,805	1,823	1,840	1,834	1,828	1,831	1,831	1,841	1,847
Change		1,944	1,941	-	-	1,874	1,870	1,900	1,899	1,940	1,931	1,931	1,963	1,969	(26)

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

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

SUBJECT: Update on Measure D Projects, High School swimming pool, and Transportation

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends that the Board review project progress performed by various contractors and our PGUSD facilities staff in association with Measure D funded projects. Progress on the High School swimming pool and Transportation will also be covered.

BACKGROUND:

Interim Director of Facilities and Transportation coordinated several Measure D funded projects which are either now completed or have work in progress. There were also a few projects completed by our own PGUSD facilities staff.

INFORMATION:

1. Recent Projects
2. High School Swimming Pool
3. Transportation

FISCAL IMPACT:

Not applicable to this presentation

Presentation Brief

Measure D Projects

1. Satellite Painting performed painting of Robert H. Down School during the summer. The project is now complete.
2. Grade Break Engineering performed asphalt improvements at the Davis Avenue campus this summer. The project is now complete.
3. Wilson's Plumbing performed major sanitary sewer repairs at the Pacific Grove Adult School this summer. The project is now complete.
4. Wilson's Plumber performed a reduced scope of sanitary sewer repairs at the David Avenue campus. Further research or time is required to determine if the remaining work is necessary.
5. McDonnell Roofing performed seamless roof encapsulation at a portion of the David Avenue campus. Roof gutters were omitted from the scope of work.
6. McDonnell Roofing performed seamless roof encapsulation at the Pacific Grover Middle school wood shop building only. Roof gutters were omitted from the scope of work.
7. Park Planet delivered playground equipment to Robert H. Down elementary and demolished the existing structure. Due to crew shortages and supply change issues, they are behind schedule.
8. Park Planet has order play structure for the David Avenue campus. However, the structure will not go into production until sometime in September.
9. Anixter Locking Solutions is under contract to upgrade door lock hardware and rekey all campuses. Materials have arrived and we are currently coordinating a start date.
10. One of two grass mowers were purchased to replace an aging mower.
11. District Office Maintenance shop was upgraded, and new machinery purchased to replace older equipment.

Other Items

1. Swimming Pool
 - a. Boiler Failure & Warranty Repairs
 - b. Backwash Valve Replacement
 - c. Pool Lights
 - d. New Pool Covers
 - e. Failed Variable Frequency Drive
 - f. Acid Pump Replacement
 - g. PG&E Outage Failed Control Boards & Inducers
 - h. Certified Pool Operator Training
2. Transportation
 - a. New Driver
 - b. New Driver Training
 - c. SPED transportation from First Day
 - d. Routes for Elementary/Middle School tentative 8/29/2022

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

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

SUBJECT: Update on Pacific Grove Unified School District Crossing Guards

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board receive an update on the Pacific Grove Unified School District crossing guards.

INFORMATION:

In response to the Board request to receive an update on crossing guards, the District Administration will provide an update to the Board, staff and community on the Pacific Grove Unified School District crossing guards.

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

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

SUBJECT: Future Agenda Items

DATE: August 18, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

The following is a list of future agenda items as of the August 18, 2022 Regular Board Meeting:

- Added March 3, 2022: A Board member requested a special meeting to discuss Cultural Proficiency professional development (Fall 2022)
- Added March 3, 2022: Discuss elementary school reconfiguration as it relates to issues of equity (Early Fall 2022)
- Added March 17, 2022: Board Self Evaluation (June 16, 2022)
- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process (Fall 2022)
- Added May 19, 2022: Teacher of the Year Recognition (Fall 2022)
- Added June 2, 2022: Discuss CSBA Sample School Safety Resolution
- Added June 2, 2022: A Board member requested bringing in someone to do a presentation regarding low-income housing in Pacific Grove.
- Added June 16, 2022: Discuss proposal of skatepark in Pacific Grove