

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, OCTOBER 6, 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: October 6, 2022

TIME: 5:00 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, Vice President
John Paff
Brian Swanson
Carolyn Swanson
Rey Avila, Student Representative

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/83349169658?pwd=TUc3S1UwVE1KVnJQZ0U0M1RObWFWZz09>

Meeting ID: 833 4916 9658

Passcode: 440041

One tap mobile +13017158592,,87820869443#,,,,*585985# US (Washington DC)
+13092053325,,87820869443#,,,,*585985# US

Dial by your location +1 301 715 8592 US (Washington DC) +1 309 205 3325 US

+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 +1 669 900 6833 US

(San Jose) +1 719 359 4580 US +1 929 205 6099 US (New York) +1 253 215 8782 US
(Tacoma)

Find your local number: <https://pgusd.zoom.us/j/83349169658?pwd=TUc3S1UwVE1KVnJQZ0U0M1RObWFWZz09>

The Board of Education welcomes you to its meetings, which are regularly scheduled for the first and third Thursdays of the month. Regular Board Meetings shall be adjourned by 10:00 pm, unless extended to a specific time determined by a majority of the Board. This meeting may be extended no more than once and may be adjourned to a later date. Individuals who require special accommodation, including but not limited to an American Sign Language interpreter, accessible seating or documentation in accessible formats, should contact the Superintendent at least two days before the meeting date.

Any writings or documents that are public records and are provided to a majority of the Governing Board regarding an open session item on this agenda will be made available for public inspection in the District Office located at 435 Hillcrest Avenue, Pacific Grove during normal business hours.

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Roll Call

C. Adoption of Agenda

- Board Questions/Comments:

- Public Comment:

- Move: _____ Second: _____ Vote: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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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. Superintendent Goals/Evaluation 2022-23
2. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
3. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Joshua Jorn, and Ralph Gómez Porras for the purpose of giving direction and updates.
4. Conference with Legal Counsel Regarding Anticipated Litigation.
Significant exposure to litigation pursuant to subdivision (d)(2) and/or (3) of Government Code section 54956.9: There is one potential case based on a letter received by our legal counsel dated August 27, 2022, regarding the status of CTE teachers.
5. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

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. Superintendent Goals/Evaluation 2022-23
2. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
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4. Conference with Legal Counsel Regarding Anticipated Litigation.
Significant exposure to litigation pursuant to subdivision (d)(2) and/or (3) of Government Code section 54956.9: There is one potential case based on a letter received by our legal counsel dated August 27, 2022, regarding the status of CTE teachers.
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B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

B. Board Member Comments

C. Superintendent Report

D. PGUSD Staff Comments (Non-Agenda Items)

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Public comment on any item of interest to the public that is within the Board's jurisdiction will be heard. The Board 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 September 15, 2022 Board Meeting 9
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #4 16
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #4.
- C. Classified Assignment Order #4 19
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #4.
- D. Acceptance of Donations 21
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- E. Out of County or Overnight Activities 23
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve or receive the request as presented.

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- F. Cash Receipts No. 4 28
Recommendation: (Joshua Jorn, 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.
- G. Contract for Services with Daniel B. Summerhill 30
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract for services with Daniel B. Summerhill.
- H. Contract for Services with Monterey DJ 36
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Monterey DJ at Pacific Grove Middle School (PGMS).
- I. Impactful Quote for Pacific Grove Middle School 42
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the quote from Impactful to provide movie licenses for documentaries 'Upstander' and 'RACE to Be Human' for Pacific Grove Middle School (PGMS).
- J. Contract for Services with MaryLee Sunseri at Pacific Grove Adult School 45
Recommendation: (Barbara Martinez, Pacific Grove Adult School Principal; Eric Saavedra, Adult School Coordinator) The District Administration recommends the Board ratify and approve the contract for services with MaryLee Sunseri to provide Parent Enrichment classes at Pacific Grove Adult School for Fall Session 2022, Winter Session 2023, Spring Session 2023, and Summer Session 2023 through 6/30/2023.
- K. Lifeguard Agreement with Tatiana Moreno and Pacific Grove High School 52
Recommendation: (Shane Steinback, Pacific Grove High School Assistant Principal) The District Administration recommends the Board review and approve the Independent Consultant Agreement with Tatiana Moreno to lifeguard the Pacific Grove High School (PGHS) Senior Picnic at Lover's Point.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

VII. PUBLIC HEARING I/ ACTION/DICUSSION ITEM A

- I. Public Hearing of Pacific Grove Teachers Association Sunshine List for 2022-23 59
Public Hearing – Initial Proposal for Negotiations Submitted by the Pacific Grove Teachers Association with the Pacific Grove Unified School District Board of Education for the 2022-23 School Year.

Open Public Hearing _____ Close Public Hearing _____

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- A. Approval of Pacific Grove Teachers Association Sunshine List for 2022-23 61
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the sunshine topics for the 2022-23 Pacific Grove Teachers Association negotiations.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

VIII. PUBLIC HEARING II/ ACTION/DICUSSION ITEM B

- II. Public Hearing of the Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2022-23 63
Public Hearing – Initial Proposal for Negotiations Submitted by the Pacific Grove Unified School District Board of Education with the Pacific Grove Teachers Association for the 2022-23 School Year.

Open Public Hearing _____ Close Public Hearing _____

- B. Approval of the Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics for 2022-23 65
Recommendation: (Buck Roggeman, Lead Negotiator) The District Administration recommends that the Board review and approve the sunshine topics for the 2022-23 Pacific Grove Unified School District/Pacific Grove Teachers Association negotiations.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

IX. ACTION/DISCUSSION continued

- C. District Update on Response to COVID-19 67
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: _____ Vote: _____

- D. Resolution No. 1096 Proclaiming “Week of the School Administrator” 68
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends that the Board review and adopt Resolution No. 1096, acknowledging Education Code 44015.1 and proclaiming the second full week in October as “Week of the School Administrator” this year being observed October 9-15, 2022.

- Board Comments/Questions:
- Public Comment:
- Move: _____ Second: _____ Vote: _____

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- E. New Job Description for Administrative Assistant V to support the MOT&G Department 70
Recommendation: (Billie Mankey, Director II of Human Resources; Joshua Jorn, Assistant Superintendent of Business Services) The District Administration recommends the Board review and approve the proposed position.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- F. New Job Description of Athletic Director – Pacific Grove Middle School and corresponding salary recommendation 75
Recommendation: (Billie Mankey, Director II of Human Resources; Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the new job description for Athletic Director – Pacific Grove Middle School with corresponding salary as presented or provide alternative direction
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- G. New job description and stipend proposal- Safety Director 79
Recommendation: (Billie Mankey, Director II of Human Resource; Joshua Jorn, Assistant Superintendent of Business Services) The District Administration recommends the Board review and approve the job description and stipend for Safety Director as presented or provide alternative direction.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- H. New job description and salary schedule proposal- Mock Trial Coach 84
Recommendation: (Billie Mankey, Director II of Human Resource; Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the job description and salary schedule for the Mock Trial Coach as presented or provide alternative direction.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- I. Board Calendar/Future Meetings 87
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

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X. INFORMATION/DISCUSSION

- A. First Review of the Revised Pacific Grove Unified School District Board Policies 90
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board review the revised Pacific Grove Unified School District Board Policies as a first reading in preparation for a global adoption on October 20, 2022. The revised Board Policies are available on the District website: <https://www.pgusd.org/Board/Board-Meetings-Agendas--Packets/Agendas-2022-23/index.html>
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____
- B. 2022 State Testing Results 91
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board receive the following information about the 2022 state testing results for Pacific Grove Unified School District.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____
- C. Pacific Grove Unified School District Spanish Program Update 93
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board receive information about the current status of the Pacific Grove Unified School District Spanish instructional program including the expansion of Spanish to the elementary schools and the middle school.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____
- D. Review of Bus Ridership 94
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services)
The District Administration recommends that the Board review the bus ridership information compared with prior years.
- Board Questions/Comments:
 - Public Comment:
 - Direction: _____

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E. Future Agenda Items

97

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 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: _____

XI. ADJOURNMENT

Next regular Board meeting: October 20, 2022

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, SEPTEMBER 15, 2022**

CONSENT A

Mission Statement

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**PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of September 15, 2022 – District Office/Virtual**

I. OPENED BUSINESS

- A. Called to Order 5:30 p.m.
- B. Roll Call
- | | |
|---|--|
| President: | Trustee Cristy Dawson (CD) |
| Clerk: | Trustee Frank Rivera (FR) |
| Trustee(s) Present: | Trustee Brian Swanson (BS)
Trustee Carolyn Swanson (CS) |
| Trustee(s) Virtual At Alternate Location: | |
| Trustee(s) Absent: | Trustee John Paff (JP) |
| Administration Present: | Superintendent Porras
Asst. Superintendent Chin-Bendib |
| Board Recorder: | Alyssa Rodriguez |
| Student Board Member: | Rey Avila |

C. Adopted Agenda

MOTION BS / FR to adopt the agenda as presented.

Public comment: None

Motion CARRIED by roll call vote 4 - 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. Superintendent Goals/Evaluation 2022-23.
 2. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
 3. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.
- B. Public comment on Closed Session Topics: None
- C. Adjourn to Closed Session Time: 5:34 PM

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BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, SEPTEMBER 15, 2022**

CONSENT A

III. RECONVENE IN OPEN SESSION Time: 6:37 PM

A. Report action taken in Closed Session:

For all items: Information taken and direction given. No Action taken.

1. Superintendent Goals/Evaluation 2022-23
2. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman, Song Chin-Bendib, Joshua Jorn, and Ralph Gómez Porras, for the purpose of giving direction and updates.
3. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Billie Mankey, Song Chin-Bendib, Joshua Jorn and Ralph Gómez Porras for the purpose of giving direction and updates.

B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

- CD: Regarding reconfiguration; Question on policy on donating time during public comment; Potential skatepark.
- CS: Regarding high school staff member; High School volunteer; Adjusting the agenda; Invitation to PG Libs.

B. Board Member Comments

- CD: Expressed wanting board meetings to be conducted to emphasizes goals
- FR: Enjoyed attending MPC celebration. Thanked board for passing MPC resolution. Recognized the start of Hispanic Heritage Month.
- BS: Attended water polo match. Pool looks great.
- CS: Requested follow up on landscape plan. Requested exit interviews.

C. Superintendent Report

- Had discussion with the City Public Works regarding building a skatepark in town and the three possible locations. Acknowledged Assistant Superintendent Song Chin-Bendib's retirement. Presented a plaque and expressed appreciation for her contribution to the District.

D. PGUSD Staff Comments (Non-Agenda Items)

- Sean Keller (RHD Principal): Shared upcoming events.
- Sean Roach (PGMS Principal): Expressed well wishes to Assistant Superintendent on her retirement. Discussed viewing and debrief of 'Angst' film.

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CONSENT A

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

- None

VI. PRESENTATION: CITY OF PACIFIC GROVE HOUSING ELEMENT

Anastacia Wyatt of the City of Pacific Grove presented information regarding Pacific Grove's housing element plan in an eight-year period. This includes new state laws requiring the creation of new housing as well as more affordable housing for the area.

VII. CONSENT AGENDA

- A. Minutes of September 1, 2022 Board Meeting
- B. Certificated Assignment Order #3
- C. Classified Assignment Order #3
- D. Acceptance of Donations
- E. Out of County or Overnight Activities
- F. Cash Receipts Report No.#3
- G. Warrant Schedule 647
- H. Quarterly Report on Williams Uniform Complaints
- I. Contract for Services with Association of Monterey Bay Area Governments (AMBAG)
- J. Surplus of Obsolete Shop Equipment
- K. Independent Consultant Agreement with Lifetouch Photography
- L. Contract for Services with Community Human Services
- M. Monterey County Office of Education Agreement for Operation of Regional Program

Consent Item E pulled by the Board.

MOTION CD / BS to adopt Consent Agenda WITHOUT Item E as presented

Public comment: *None*

Move: CD Second: BS Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff B. Swanson Y C. Swanson Y

Consent Item E: Out of County or Overnight Activities

Board Comments/Questions:

- CS: Regarding NASA field trip for Robert Down Elementary. Is there an equivalent field trip for Forest Grove?

Public Comment:

- Beth S.: Shared concern about liability when buses are not used for field trips.
- Amanda S.(parent): Would like to see Forest Grove students join Robert Down for the field trip for equity purpose.
- Kerri S.(teacher): Shared past practice for Forest Grove has been to use buses and not separate cars driven by parents.
- Erica C.(parent/teacher): Would like the district to look into expectations of different schools and how students are expected to get to field trips/sporting events.

Motion CS / BS to adopt Consent Item E:

Move: CS Second: BS Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff B. Swanson Y C. Swanson Y

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, SEPTEMBER 15, 2022**

CONSENT A

VIII. ACTION/DISCUSSION

A. District Update on Response to COVID-19

Board Comments/Questions:

- *CD: Great to see vaccination clinics provided to families.*
- *FR: Happy to see Covid case numbers decreasing and the Districts' support in masks with no stigma.*
- *CS: Expressed thanks to Nurse Katrina Powley for continuing Covid dashboard. Should parents email or call school regarding mask preference? Can we include training on epi-pens for staff?*

Public Comment:

- *Amanda S.: Thank you for keeping public up to date with Covid. Had a question on 14-day sick policy.*
- *Eloisa: Would like to see staff training to include application of glucagon pens during training on epi-pens.*

No Action Taken.

B. Contract for Services with California Premier Restorations for Microbial Remediation at Forest Grove Elementary School

Board Comments/Questions:

- *FR: Ask for clarification on location of growth.*
- *CS: Are we caught up on work orders?*

Public Comment:

- *None*

Motion to approve as presented.

Move: FR Second: CS Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff _____ B. Swanson Y C. Swanson Y

C. Designation of Committee Representatives

Board Comments/Questions:

- *CD: Clarified this item is to select alternates for positions in the event she is absent.*
- *FR: Chosen as alternate for Community Human Services.*
- *CS: Chosen as alternate for the Monterey County School Board Executive Committee.*

Public Comment:

- *None*

Motion to approve Vice president Dr. Frank Rivera as alternate for Community Human Services and Trustee Carolyn Swanson as alternate for the Monterey County School Board Executive Committee.

Move: CD Second: BS Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff _____ B. Swanson Y C. Swanson Y

D. Approval of Board Bylaw 9270 Conflict of Interest Code Amendments

Board Comments/Questions:

- *BS: In favor of talking to legal team regarding adding wording clarification.*
- *CS: Asked for clarification of when Form 700 submission requirement takes effect for a trustee appointed in lieu of election. Requested the wording clarification be added to the policy.*

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CONSENT A

Public Comment:

- *Jennifer M: In favor of getting clarification in the policy.*

Motion to approve as with the addition of reaching out to PGUSD legal team about adding wording that would include when the Form 700 submission requirement takes effect for a trustee appointed in lieu of election.

Move: CS Second: BS Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff B. Swanson Y C. Swanson Y

E. Adoption of Resolution No. 1094 Designating Authorized Agents to Sign School Orders

Board Comments/Questions:

- *None*

Public Comment:

- *None*

Motion to approve as presented.

Move: CD Second: BS Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff B. Swanson Y C. Swanson Y

F. Approve Resolution No. 1095 for the Gann Limits for 2021-22 and 2022-23

Board Comments/Questions:

- *BS: Asked about clarification on date of letter sent.*

Public Comment:

- *None*

Motion to approve as presented.

Move: BS Second: FR Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff B. Swanson Y C. Swanson Y

G. Approval of the 2021-22 Unaudited Actuals Financial Report

Board Comments/Questions:

- *CD: In favor of improvement of food but with conservation of funds in mind.*
- *FR: Question on BASRP funding.*
- *CS: Question on Fund 13. Are those restricted funds? Can money be used to for less-processed foods/ingredients? Requested presentation from Nutrition Director Stephanie Lip.*

Public Comment:

- *Beth S.: Regarding the state pre-school, what costs is the District responsible for?*

Motion to approve as presented.

Move: CD Second: BS Roll Call Vote: 4 - 0
Trustees: Dawson Y Rivera Y Paff B. Swanson Y C. Swanson Y

H. Board Calendar/Future Meetings

Board Comments/Questions:

- *None*

Public Comment:

- *None*

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CONSENT A

No Action Taken.

IX. INFORMATION/DISCUSSION

A. Presentation of Pacific Grove Middle School's Social Emotional Learning Goals/Targets

Board Questions/Comments:

- *CD: This was a great opportunity to talk about what will benefit our students.*
- *FR: Happy to see these goals and look at the child as a whole. Kudos to staff connection program.*
- *BS: Glad to see the social and emotional health of students being of importance at PGMS.*
- *CS: Requested a future update with inclusion of stakeholders. Question on origination of Calhope grant.*

Public Comment:

- Elliot H: Thank you for sharing the film 'Angst' and including parents.

Board Direction:

- None

B. Update on Pacific Grove Unified School District's Cultural Proficiency

Board Questions/Comments:

- *CD: Very impressive. In favor of common language throughout the District. Appreciative of passion and effort.*
- *FR: Wonderful work. Excited to see where the training is going.*
- *BS: Thank you for presentation. Grateful for District support of cultural proficiency training. In favor of greeting committee for events.*
- *CS: Appreciated specific site examples presented. Asked for an example of grading for equity. Thank you to diversify your narrative, a student led initiative. Would like to volunteer to be a part of a welcoming committee for events.*

Public Comment:

- None

Board Direction:

- Beth S.: Would like to see this implemented at sporting events for visitors of Pacific Grove, for example a welcoming committee.

C. Universal Pre-Kindergarten Update to Initial Plan

Board Questions/Comments:

- *CD: Thorough presentation. Appreciative of options presented.*
- *BS: Question on funding.*
- *CS: Would state preschool and special education preschool students be included at the location?*

Public Comment:

- None

Board Direction:

- None

MOTION CS / BS to extend the meeting until 10:30 p.m.

Public comment: *None*

Move: CS Second: BS Roll Call Vote: 4 - 0

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
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CONSENT A

D. Discussion of Elementary Reconfiguration with Equity in Mind

Board Questions/Comments:

- *CD: Wants what is the greatest good for the greatest number of kids.*
- *BS: Would like children to have a broad experience.*
- *CS: Would like to see a more targeted approach. What problem(s) would this solve specifically? How are resources being distributed between sites? Shared comments she received from the public. What efforts are being done now by the district to better serve our students?*

Public Comment:

- Erica C: Not in favor of reconfiguration of elementary schools due to equity concerns.
- Kerri S: Would like to see a redistribution of funds. In favor of reconfiguration for equity purposes but believes there are other solutions.
- Ryan G: Requested the data used for analysis is made available to public.
- Jennifer M: What other options have been explored to address equity issues between sites? Have the potential negative impacts been considered? Requested survey of family and staff in the future.
- Christina L. (teacher): Not in favor of reconfiguration. Would like to look at other options for equity.

Board Direction:

- None

Time expired prior to getting to the following item(s).

E. 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 (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
- 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 proposal of skatepark in Pacific Grove

X. ADJOURNMENT Time: 10:31 PM

Next regular Board meeting: October 6, 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 #4

DATE: October 6, 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 Certificated Assignment Order #4.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 4
October 6, 2022**

Page 2 of 3

NEW HIRE:

Heidi Friery, PGHS/PGMS, Speech and Language Pathologist, Full-time, 1.0 FTE, Column VI, Step 10 + MA, + Speech Stipend, effective August 24, 2022 (replaces Tara Tullius)

TEMPORARY RE-HIRE:

Kristen Lukefahr, PGHS, English, Column IV, Step 4, +MA effective August 1, 2022 through May 30, 2023 only (replaces LOA Larry Haggquist, TOSA)

ADDITIONAL ASSIGNMENT:

Marc Russo, FGE, IT Tech Teacher (Formerly Tech Ninja), Annual Stipend, \$1,000

Monika Parsons, PGMS Outdoor Science School Coordinator, Annual Stipend, \$400

2022-23 PGHS STIPENDS

<u>Employee</u>	<u>Assignment</u>	<u>%</u>	<u>Funding</u>	<u>Amount</u>
Cody Nordstrom	Soccer Varsity Boys	1.0	GF - Athletics	\$3,717
James Ehret	Football Assistant	.5	GF - Athletics	\$1,342
Jenna Hall	Cross Country Assistant	.5	Cross Country Account	\$1,342
Tatum Madrid	HS Dance Squad Advisor	1.0	GF	\$3,002
Peter Jordan	Cross Country	1.0	GF - Athletics	\$2,891
Karl Graves	Football JV	1.0	GF - Athletics	\$2,684
Peter Gamecho	Football Assistant	.5	GF - Athletics	\$1,342

2022-23 PGMS LUNCH CLUBS, 1 hr/day, paid per timesheet at the hourly non-instructional rate (PGMS Discretionary Funds)

Brandi Lopez	Lunch Club- Flower Club
Kathy Wheeler	Lunch Club- Animal Crossing/Video Game Club
Greg Enterline	Lunch Club- Dungeons & Dragons
Greg Enterline	Lunch Club- Garden Club
Chip Dorey	Lunch Club- Da Bike Club
Moirah Mahr	Lunch Club- Children 2 Children
Dylan Brimer	Lunch Club- PGMS Dance Club
Barbara Priest	Lunch Club- Music
Valerie Hooper	Lunch Club- Math Club
Cheri Diehl	Lunch Club- LGBTQ+ Club

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CERTIFICATED PERSONNEL ASSIGNMENT ORDER NO. 4
October 6, 2022**

Page 3 of 3

SUBSTITUTE:

Erin Alter

Brendan Cook

Linnea Hoffmann

Mandalmaa Knutson, RDE Daily Sub, effective 2022-23 school year only

Diane McDonald

Beau Thomas

Eric Westmoreland

- ☒ 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 #4

DATE: October 6, 2022

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

Page 1 of 3

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #4.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

<p align="center">PACIFIC GROVE UNIFIED SCHOOL DISTRICT CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 4 October 6, 2022</p>
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Page 2 of 2

NEW HIRE:

Kulaea Tulua, PGHS, Instructional Assistant (P.E.), 6.75 hrs./day, 5 days/week, Range 30, Step A, 180-day work calendar, effective September 14, 2022 (replaces Jordan Gasperson)

ADDITIONAL HOURS/ASSIGNMENT:

Maria Rivera, FGE, Recreation Attendant, 1.75 hrs./day, 5 days/week, Range 26, Step E, 180-day work calendar, 2.0 hrs./day, 5 days/week, Range 27, Step E, (includes evening differential rate) 180-day work calendar effective October 1, 2022 (replaces retiree Maria Taschner)

Fran Castorina, FGE, Recreation Attendant, 2 hrs./day, 5 days/week, Range 26, Step G, 180-day work calendar, effective October 1, 2022 (replaces Fran Petty)

RESIGNATION CHANGE:

Genevieve O'Brien, FGE, Paraprofessional resigns effective October 4, 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: Acceptance of Donations

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Joshua Jorn, 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

Anonymous \$150

Robert H. Down Elementary School

Anonymous \$150

Pacific Grove Middle School

Big Sur Marathon Foundation \$1,500 (non-specified)
Daniel Greco \$100 (Choir Donation)

Pacific Grove High School

Nancy Selfridge \$25 (Athletics-Football)
Victorian Corner Restaurant \$350 (Athletics-Football)
Pebble Beach Company \$500 (Athletics-Football)
Johanna Biondi \$100 (Athletics-Girl's Tennis)
Deena Hakim \$3,000 (PGHS Band/ Orchestra)

Pacific Grove Community High School

None

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

Friends of PG Co-Op Preschool \$200 (Class Enrichment-Jackie Kite)
Juri Choi \$50 (Parent's Place Program)

Pacific Grove Unified School District

None

PACIFIC GROVE HIGH SCHOOL 2022-23 CTE DONATIONS

8/10/2022-8/23/2022

Program

Art

- ☒ 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: October 6, 2022

PERSON(S) RESPONSIBLE: Joshua Jorn, 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>
9/23/2022	Harbor High School Santa Cruz, CA	PGHS Boy's Waterpolo JV Game	District Van	\$ 450	Athletics
10/24/2022	Pier 24 Museum San Francisco, CA	PGHS AP Photo Class Photography/Urban Landscape Project	Auto	\$ -	CTEIG
11/11/2022	Madera High School Madera, CA	PGHS Robotics Robotics Competition	Auto	\$ 4,790	PGHS ASB/ Robotics

**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

Location of Activity Harbor HS City Santa Cruz County Santa Cruz

School PG High School Class or Club Boys JV Water Polo Grade Level/s 9-12

School Departure Time 2:30 PM

Pickup Time from Place of Activity 6:00 PM

Name of Employee Accompanying Students Brent Jones

Number of Adults 3 Number of Students 14

Description of Activity/Educational Objective

Boys JV Water Polo

List All Stops Harbor HS

Means of Transportation: District Van**

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

*Name of Auto Drivers (subject to change): Brent Jones

**If using District vans, driver names must be listed: Brent Jones, Jared Pechan and Melissa Paddock (auto drivers)

Cost of Activity \$ 400 + Cost of Transportation \$ 50 = Total \$ 450.00

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

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

Requested by: Casey Lyon / Casey Lyon Date 09/19/2022
 Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 09/19/2022

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 10/24/2022 Day of Activity Monday

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

School PG High School Class or Club Photo 2(MPC ARTP10) AP Photo Grade Level/s 11-12

School Departure Time 9:00 AM

Pickup Time from Place of Activity 7:30 PM

Name of Employee Accompanying Students Celia Lara

Number of Adults 3 Number of Students 9

Description of Activity/Educational Objective

To visit Pier 24 museum to see the current exhibition and to walk around San Francisco to take photos for their street photography/urban landscape project

List All Stops The Ferry Building, Pier 24, china town, the mission, Golden Gate bridge, north beach, embarca

Means of Transportation: Auto*

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

*Name of Auto Drivers (subject to change): Celia Lara, Heather Radcliff, Fatima Silva-Gambello

**If using District vans, driver names must be listed: N/A

Cost of Activity \$ 0 + Cost of Transportation \$ 206.35 = Total \$ 206.35

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

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

Requested by: Celia Lara / Celia Lara Date 09/22/2022
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 09/22/2022

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 _____

Does form need board approval **PGUSD**

**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 11/11/2022 Day of Activity Friday through Sunday, Nov 11-13

Location of Activity Madera HS City Madera County Madera

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

School Departure Time 7:00 AM

Pickup Time from Place of Activity 6:00 PM

Name of Employee Accompanying Students Robert Hyde/Sally Richmond

Number of Adults 5 Number of Students 20

Description of Activity/Educational Objective
Compete in MadTown Throwdown Robotics Competition.

List All Stops hotel stay; dinners

Means of Transportation: Auto*

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

*Name of Auto Drivers (subject to change): SUBJECT TO CHANGE: Sally Richmond, Robert Hyde, Michele Ostovar, Michelle Coen, Chris Hubbard

**If using District vans, driver names must be listed: Sally Richmond, if HS sports van is available

Cost of Activity \$ 4620 + Cost of Transportation \$ 170 = Total \$ 4,790.00

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

Account Code: Wells Fargo ASB Account 8994873977/801 Robotics

Requested by: Sally A. Richmond / Sally A. Richmond Date 09/21/2022
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 09/22/2022

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 _____

- ☐ 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. #4

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Joshua Jorn, 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 September 3, 2022 to September 26, 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 # 4 Cash Receipts

September 3 - September 26, 2022

Date	Num	Name	Account	Amount
Sep 3 - 26, 22				
09/06/2022	21269	USB AP Payment	MISC	91.79
09/07/2022	21270	Intercare Holding Insurance	WORKERSCOMP	1,497.16
09/07/2022	21271	Transportation	BUS PASS	450.00
09/07/2022	21272	Forest Grove Elementary	WALK WITH PRIDE	150.00
09/07/2022	21273	RETIREE INSURANCE	RETIREE INSURANCE	2,356.86
09/07/2022	21274	CAFETERIA	CAFETERIA	447.76
09/07/2022	21275	BASRP-FG	BASRP	12,372.59
09/07/2022	21276	BASRP-RD	BASRP	12,580.43
09/08/2022	21277	Intercare Holding Insurance	WORKERSCOMP	1,656.16
09/08/2022	21278	PGUSD	Curriculum	598.80
09/08/2022	21279	Transportation	BUS PASS	250.00
09/08/2022	21280	Fran Castorina	INS PAYMENT	548.78
09/08/2022	21281	Residency Investigations	MISC	375.00
09/08/2022	21282	RETIREE INSURANCE	RETIREE INSURANCE	1,851.00
09/13/2022	21283	BASRP-RD	BASRP	327.00
09/13/2022	21284	BASRP-FG	BASRP	303.75
09/13/2022	21285	Intercare Holding Insurance	WORKERSCOMP	1,914.24
09/13/2022	21286	Santa Cruz Office of Education	SMAA	11,536.07
09/13/2022	21287	RETIREE INSURANCE	RETIREE INSURANCE	225.00
09/13/2022	21288	Transportation	BUS PASS	200.00
09/13/2022	21289	Transportation	BUS PASS	100.00
09/13/2022	21290	Fingerprinting	Fingerprint Fees	2,494.00
09/13/2022	21291	ADULT EDUCATION	ADULT EDUCATION	2,457.50
09/13/2022	21292	ADULT EDUCATION	ADULT EDUCATION	31,328.68
09/14/2022	21293	WELLS FARGO BANK	ACCOUNT CLOSE	40,198.12
09/14/2022	21294	RETIREE INSURANCE	RETIREE INSURANCE	127.00
09/14/2022	21295	RETIREE INSURANCE	RETIREE INSURANCE	131.00
09/15/2022	21296	ADULT EDUCATION	ADULT EDUCATION	383.55
09/19/2022	21297	BASRP-RD	BASRP	225.00
09/19/2022	21298	BASRP-FG	BASRP	120.00
09/19/2022	21299	Intercare Holding Insurance	WORKERSCOMP	473.19
09/19/2022	21300	Intercare Holding Insurance	WORKERSCOMP	1,497.16
09/19/2022	21301	MONTEREY BAY CHARTER SCH...	UTILITIES	3,169.98
09/19/2022	21302	MONTEREY BAY CHARTER SCH...	RENT	19,951.05
09/19/2022	21303	Transportation	BUS PASS	150.00
09/19/2022	21304	Robert Down Elementary	DONATION	150.00
09/19/2022	21305	ADULT EDUCATION	ADULT EDUCATION	615.00
09/19/2022	21306	Forest Grove Elementary	DONATION	150.00
09/21/2022	21307	Transportation	BUS PASS	100.00
09/21/2022	21308	US TREASURER	MISC	96,970.21
09/21/2022	21309	STATE OF CALIFORNIA	MEDI-CAL	6,199.90
09/21/2022	21310	BIG SUR MARATHON	DONATION TO MS	1,500.00
09/21/2022	21311	RETIREE INSURANCE	RETIREE INSURANCE	186.00
09/21/2022	21312	MISC	MISC	546.00
09/23/2022	21313	BASRP-FG	BASRP	396.00
09/23/2022	21314	VOID	VOID	
09/23/2022	21315	BASRP-RD	BASRP	135.00
09/23/2022	21316	PGMS	DONATION	100.00
09/23/2022	21317	PGMS PTA	PTSA Lunch Clubs	2,300.00
09/23/2022	21318	PGMS PTA	Teacher Warrants	3,250.00
09/23/2022	21319	Robert Down Elementary	Birthday Books	180.00
09/26/2022	21320	RETIREE INSURANCE	RETIREE INSURANCE	2,270.00
Sep 3 - 26, 22				<u>267,586.73</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: Daniel Summerhill Contract

DATE: October 6, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Daniel Summerhill.

BACKGROUND:

The District's Gifted and Talented in Education (GATE) program provides educational enrichment opportunities for a wide range of students in Pacific Grove Unified School District. This contract with Monterey Country Poet Laureate Daniel B. Summerhill supports this goal.

INFORMATION:

California State University Monterey Bay (CSUMB) assistant professor and Monterey County Poet Laureate Daniel B. Summerhill will conduct a poetry workshop in Ms. Grogan's Advanced Placement English class on Friday, October 28, 2022. During the workshop Professor Summerhill will share some of his poetry and lead students in creating their own poetry and develop their creative voice.

FISCAL IMPACT:

\$250 paid out of PGUSD's GATE account

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Daniel B. Summerhill

SITE/DEPARTMENT Curriculum

SUBMITTED BY Buck Roggeman

FUNDING SOURCE GATE

AGREEMENT TOTAL AMOUNT \$250.00

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 between the Pacific Grove Unified School District ("District") and Daniel B. Summerhill ("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 and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Guest Speaker**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **lead a High School poetry workshop.**
2. **Term.** Consultant shall commence providing services under this Agreement on **10/28/2022**, and will diligently perform as required and complete performance by **10/28/2022**.
3. **Compensation.** District agrees to pay **\$250.00** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$250.00** 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. **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.
9. **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.
10. **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.
11. **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").
12. **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.
13. **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: Daniel B. Summerhill
Address: 431 Combs Ct.
City/State/Zip: Marina, Ca 93933
Business Phone: N/A
Email: bookdanielsummerhill@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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **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.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

- ☐ DOJ Clearance Previously Received
- ☐ Fingerprinting/Criminal Background Check-Consultant himself/herself
- ☒ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)

23. **W-9.** Consultant has provided a completed:

☒ W-9 Form

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: Buck Roggeman

Title: Director of Curriculum and Special Projects

Date: _____

Consultant

(Can sign **BEFORE** Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

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 Monterey DJ

DATE: October 6, 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 Monterey DJ at Pacific Grove Middle School (PGMS).

BACKGROUND:

Monterey DJ is an annual contract that has been used in year's past for the PGMS Fall Ball and plays a pre-approved music list.

INFORMATION:

The contract term is from 7:00 p.m.-9:00 p.m. on Friday, November 18th 2022. Monterey DJ will provide music entertainment at the school's Fall Ball Dance.

FISCAL IMPACT:

\$450.00 paid by PGMS ASB Account

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Monterey DJ

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE PGMS ASB Leadership

AGREEMENT TOTAL AMOUNT \$450.00

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 between the Pacific Grove Unified School District ("District") and Monterey DJ ("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 and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a DJ for the PGMS Fall Ball. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: pre-approved music entertainment for PGMS Fall Ball Dance.
2. **Term.** Consultant shall commence providing services under this Agreement on 11/18/2022, and will diligently perform as required and complete performance by 11/18/2022.
3. **Compensation.** District agrees to pay \$450.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$450.00 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. **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.
9. **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.
10. **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.
11. **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").
12. **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.
13. **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: Monterey DJ
Address: 413 Windsor Ct.
City/State/Zip: Marina, CA 93933
Business Phone: (831) 277-2416
Email (Optional): john@montereydj.net

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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **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.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

- ☐ DOJ Clearance Previously Received
- ☐ Fingerprinting/Criminal Background Check-Consultant himself/herself
- ☒ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)

23. **W-9.** Consultant has provided a completed:

☒ W-9 Form

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: Sean Roach

Title: Pacific Grove Middle School Principal

Date: _____

Consultant

(Can sign **BEFORE** Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

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: Impactful Quote for Pacific Grove Middle School

DATE: October 6, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the quote from Impactful to provide movie licenses for documentaries 'Upstander' and 'RACE to Be Human' for Pacific Grove Middle School (PGMS).

BACKGROUND:

These documentaries provide an additional layer of Social Emotional support for PGMS students and provides opportunity for students to learn about combatting bullying, make good friends and supporting the school wide discussion of race.

INFORMATION:

This quote is a continuation of past services with Impactful, who provided PGMS with the documentary 'Angst'. The intent is to continue the PGMS school/staff wide focus on social-emotional learning and cover topics based on surveyed data and identified need(s).

FISCAL IMPACT:

The contract is to be paid by the CalHope one-time funds of \$55,000. This program is in support of the PGMS SMARTIE goals in support of student social emotional health.

.

Pacific Grove Middle School

Pacific Grove Middle School**Sean Roach**

Administrator

sroach@pgusd.org

+1 (831) 646-6568

Reference: 20220926-124527631

Quote created: September 26, 2022

Quote expires: December 25, 2022

Quote created by: Anne-Marie White

annemarie@impactful.co

Comments from Anne-Marie White

Thank you for your interest in The Upstanders and RACE to Be Human
Student Enrollment up to 500

Products & Services

Item & Description	SKU	Quantity	Unit Price	Total
Creative Coping Toolkit Annual-Districts/Schools Districts/Schools Edition: Year long access to full movie, Film Chapters, Discussion Guides, 8 SEL Activities per film program, Reflections, Quiz, Survey, Resources & Pre-Recorded Panel Discussion	CCT-ANNUAL	1	\$3,300.00	\$3,300.00
Creative Coping Toolkit Annual-Districts/Schools Districts/Schools Edition: Year long access to full movie, Film Chapters, Discussion Guides, 8 SEL Activities per film program, Reflections, Quiz, Survey, Resources & Pre-Recorded Panel Discussion	CCT-ANNUAL	1	\$3,300.00	\$3,300.00

Subtotals

One-time subtotal			\$6,600.00
PGUSD	Regular Meeting of October 6, 2022		43

Other Fees

CONSENT I

Multi-Film Discount - 10% -

-\$660.00

Total \$5,940.00

Questions? Contact me



Anne-Marie White
annemarie@impactful.co

Impactful
4111 E Madison St, Suite 310
Seattle, WA 98112
United States

- ☒ 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 MaryLee Sunseri at Pacific Grove Adult School

DATE: October 6, 2022

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

RECOMMENDATION:

The District Administration recommends the Board ratify and approve the contract for services with MaryLee Sunseri to provide Parent Enrichment classes at Pacific Grove Adult School for Fall Session 2022, Winter Session 2023, Spring Session 2023, and Summer Session 2023 through 6/30/2023.

BACKGROUND:

Pacific Grove Adult Education provides parent education music enrichment workshops for parents enrolled in age related classes. MaryLee Sunseri's music workshops have supported the parent education classes for many years and have provided parents skills to increase social emotional engagement with their children.

INFORMATION:

Adult students will learn songs and rhythmic movement patterns to engage with their babies and toddlers which are developmentally specific and lead to the development of speech, language and literacy skills. Services are to be provided for the 2022-23 School Year: Fall Session (9/19/22-12/17/22); Winter Session (1/02/23-03/18/22); Spring Session (3/20/23-6/03/23); Summer Session (6/19/23-6/30/23).

FISCAL IMPACT:

The cost of this program for the summer session is \$8,000 budgeted from Fund 11 Parents' Place Donations

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT MaryLee Sunseri

SITE/DEPARTMENT PGAE

SUBMITTED BY Eric Saavedra

FUNDING SOURCE Fund 11: Parents' Place Donation Acct.

AGREEMENT TOTAL AMOUNT \$8,000

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 between the Pacific Grove Unified School District ("District") and MaryLee Sunseri ("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 and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Parent Enrichment Music Instructor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: performing music enrichment for parents/caregivers with children ages 0-4 years.
2. **Term.** Consultant shall commence providing services under this Agreement on 9/19/2022, and will diligently perform as required and complete performance by 6/30/2023.
3. **Compensation.** District agrees to pay \$8,000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$8,000 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions: **Consultant will invoice at the end of each quarterly session.**

- 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. **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.
9. **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.
10. **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.
11. **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").
12. **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.
13. **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

Pacific Grove Unified School District
 435 Hillcrest Avenue
 Pacific Grove, CA 93950
 ATTENTION: Josh Dorn
 Assistant Superintendent/CBO

Consultant

Name: MaryLee Sunseri
 Address: 380 Martin St.
 City/State/Zip: Monterey, CA 92940
 Business Phone: 831-917-8904
 Email (Optional): marylee.music@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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **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.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

- ☐ DOJ Clearance Previously Received
- ☒ Fingerprinting/Criminal Background Check-Consultant himself/herself
- ☐ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)

23. **W-9.** Consultant has provided a completed:
☒ W-9 Form

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

Pacific Grove Unified School District
 Site representative or Assistant Superintendent
(Signed AFTER Board approval)

Signature: _____

Name: Eric Saavedra

Title: PGAE Coordinator

Date: _____

Consultant
(Can sign BEFORE Board's approval)

DocuSigned by:
 Signature: Mary Lee Sunseri
 Name: Mary Lee Sunseri
 Date: 9/23/2022

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____
 Director of Human Resources

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: Lifeguard Agreement with Tatiana Moreno and Pacific Grove High School

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Shane Steinback, Pacific Grove High School Assistant Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the Independent Consultant Agreement with Tatiana Moreno to lifeguard the Pacific Grove High School (PGHS) Senior Picnic at Lover's Point.

BACKGROUND:

The Senior Picnic event at Lover's Point Park and beach area in Pacific Grove is an annual event that requires the PGHS to hire a lifeguard to maintain the safety of students.

INFORMATION:

The agreement for lifeguard services is for one day, October 7, 2022. The total cost will be \$220.00 for the lifeguard services and to cover the cost of District fingerprinting.

FISCAL IMPACT:

No Fiscal impact to the District. This will be funded by the PGHS ASB Class of 2023/Senior Picnic account.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Tatiana Moreno, Lifeguard

SITE/DEPARTMENT Pacific Grove High School Class of 2023

SUBMITTED BY Shane Steinback

FUNDING SOURCE Wells Fargo Associated Student Body Account/Senior Picnic

AGREEMENT TOTAL AMOUNT \$220.00

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 between the Pacific Grove Unified School District ("District") and Tatiana Moreno, Lifeguard ("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 and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a Lifeguard. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Lifeguard.
2. **Term.** Consultant shall commence providing services under this Agreement on 10/7/2022, and will diligently perform as required and complete performance by 10/7/2022.
3. **Compensation.** District agrees to pay \$220.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$220.00 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. **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.
9. **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.
10. **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.
11. **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").
12. **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.
13. **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: Tatiana Moreno, Lifeguard
Address: 5008 W 140th St.
City/State/Zip: Hawthorne/CA/90250
Business Phone: 310-529-8589
Email (Optional): tamoreno@csumb.edu

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.

14. **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.
15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **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.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:

- ☐ DOJ Clearance Previously Received
- ☒ Fingerprinting/Criminal Background Check-Consultant himself/herself
- ☐ Fingerprinting done by the organization independently (declare under perjury)-
Consultant's Employee(s)

23. **W-9.** Consultant has provided a completed:

☒ W-9 Form

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

Pacific Grove Unified School District

Site representative or Assistant Superintendent
(Signed **AFTER** Board approval)

Signature: _____

Name: Shane Steinback

Title: Assistant Principal

Date: _____

Consultant

(Can sign **BEFORE** Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

Type of Business Entity:

☐ Corporation, State

☒ Individual

☐ Partnership

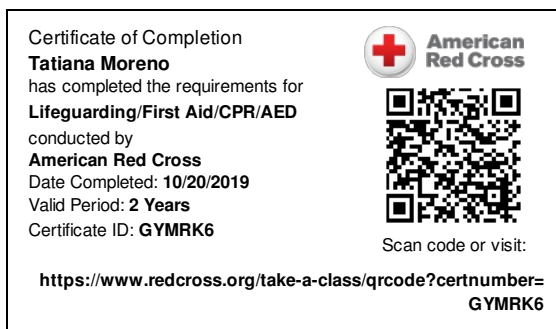
☐ Limited Liability Company

☐ 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: Public Hearing of Pacific Grove Teachers Association Sunshine List for 2022-2023

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board hold a public hearing for the sunshine topics for the 2022-2023 Pacific Grove Teachers Association negotiations. [A copy of the sunshine list was posted at each school site ten business days prior to the Board meeting.]

INFORMATION:

Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association's initial proposal for negotiations with the Pacific Grove Unified School District for the 2022-2023 school year. The public hearing will provide an opportunity for the community to comment on the following:

Item 1: Section II. Wages

Item 2: Section III. Benefits

Item 3: Section X. Grievance Procedures

Item 4: Section XII. Class Size

FISCAL IMPACT:

To be assessed during negotiations.



www.pgusd.org

PUBLIC HEARING II/ ACTION/DISCUSSION ITEM A
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 6:30 p.m. on Thursday, October 6, 2022, a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Pacific Grove Teachers Association Affiliate of the California Teachers Association for the 2022-23 School Year.

The Pacific Grove Teachers Association, California Teachers Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association.

Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association, California Teachers Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2022-23 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Teachers Association is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

Item 1: Section II. Wages

Item 2: Section III. Benefits

Item 3: Section X. Grievance Procedures

Item 4: Section XII. Class Size

Posted: Thursday, September 22, 2022

Copies posted at the PGUSD District Office and school sites

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

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

SUBJECT: Approval of the Pacific Grove Teachers Association Sunshine List for 2022-23

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends that the Board review and approve the sunshine topics for the 2022-2023 Pacific Grove Teachers Association negotiations.

INFORMATION:

Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association's initial proposal for negotiations with the Pacific Grove Unified School District for the 2020-21 school year. The public hearing will provide an opportunity for the community to comment on the following:

Item 1: Section II. Wages

Item 2: Section III. Benefits

Item 3: Section X. Grievance Procedures

Item 4: Section XII. Class Size

FISCAL IMPACT:

To be assessed during negotiations.



**Pacific Grove Teachers' Association (PGTA) Sunshine List for negotiation
with Pacific Grove Unified School District (PGUSD) 2022-2023**

September 21, 2022

To PGUSD School Board Members:

In addition to Articles II and III, Wages and Benefits, of the Master Contract Agreement, Pacific Grove Teachers' Association wishes to renegotiate the following articles of our contract:

Section X. Grievance Procedures

Section XII. Class Size

Please contact me at srichmond@pgusd.org if you have any questions.

Sincerely

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

Sally A. Richmond
PGTA Negotiations Lead

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

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

SUBJECT: Public Hearing of Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics – 2022-2023

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Buck Roggeman, Pacific Grove Unified School District Lead Negotiator

RECOMMENDATION:

The District recommends that the Board hold a public hearing for the sunshine topics for 2022-2023 Pacific Grove Unified School District/Pacific Grove Teachers Association negotiations.

INFORMATION:

Based on Government Code 3547, Section A, the Pacific Grove Unified School District administration presents (“sunshines”) the following bargaining proposals/topics for inclusion in contract negotiations with Pacific Grove Teachers Association for the 2022-2023 school year.

Item 1. Section II. Wages

Item 2. Section III. Employee Benefits

Item 3. Section VIII. Hours of Employment

Item 4. Section IX. Evaluation

FISCAL IMPACT:

Any adjustment to wages and/or benefits will impact the general fund. Until a settlement is reached, the extent of the impact remains unknown.



www.pgusd.org

PUBLIC HEARING II/ ACTION/DICUSSION ITEM B
PACIFIC GROVE UNIFIED SCHOOL DISTRICT
435 Hillcrest Avenue Pacific Grove, CA 93950

Ralph Gomez Porras
Superintendent
(831) 646-6520
Fax (831) 646-6500
rporras@pgusd.org

Joshua Jorn
Assistant Superintendent
Business Services
(831) 646-6509
josh.jorn@pgusd.org

PUBLIC HEARING NOTICE

At the Board of Education meeting to be held at 6:30 p.m. on Thursday, October 6, 2022 (In Person and Virtual- see www.pgusd.org for the virtual link), a public hearing is scheduled in compliance with the requirements of Government Code Section 3457 to provide an opportunity for the community to comment on the following:

Initial Proposal for Negotiations Submitted by the Pacific Grove Unified School District and the Pacific Grove Teachers Association Affiliate of the California Teachers Association for the 2022-23 School Year.

The Pacific Grove Teachers Association, California Teachers Association, has submitted an initial proposal for the collective bargaining agreement between the Board of Education of Pacific Grove Unified School District and their association. Government Code Section 3457 provides the basis and procedures for the recognition of the Pacific Grove Teachers Association, California Teachers Association's Initial Proposal for Negotiations with the Pacific Grove Unified School District for the 2022-23 school year. New subjects of meeting and negotiating arising after approval of this initial proposal shall be made public within 24 hours.

The Pacific Grove Unified School District is proposing to negotiate the following sections of the Certificated Bargaining Unit Agreement:

Item 1: Section II. Wages

Item 2: Section III. Employee Benefits

Item 3: Section VIII. Hours of Employment

Item 4: Section IX. Evaluation

Posted: Thursday, September 22, 2022

Copies posted at the PGUSD District Office and school sites

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

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

SUBJECT: Approval of Pacific Grove Unified School District/Pacific Grove Teachers Association Negotiations Sunshine Topics – 2022-2023

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Buck Roggeman, Pacific Grove Unified School District Lead Negotiator

RECOMMENDATION:

The District recommends that the Board review and approve the sunshine topics for 2022-2023 Pacific Grove Unified School District/Pacific Grove Teachers Association negotiations.

INFORMATION:

Based on Government Code 3547, Section A, the Pacific Grove Unified School District administration presents (“sunshines”) the following bargaining proposals/topics for inclusion in contract negotiations with Pacific Grove Teachers Association for the 2021-22 school year.

Item 1. Section II. Wages

Item 2. Section III. Employee Benefits

Item 3. Section VIII. Hours of Employment

Item 4. Section IX. Evaluation

FISCAL IMPACT:

Any adjustment to wages and/or benefits will impact the general fund. Until a settlement is reached, the extent of the impact remains unknown.



**PGUSD Sunshine List for negotiation with the Pacific Grove Teachers
Association
2022-2023**

Item 1. Section II. Wages

Item 2. Section III. Employee Benefits

Item 3. Section VIII. Hours of Employment

Item 4. Section IX. Evaluation

- ☐ 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: October 6, 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: Resolution No. 1096 Proclaiming “Week of the School Administrator”

DATE: October 6, 2022

PERSON RESPONSIBLE: Billie Mankey, Director II of Human Resources

RECOMMENDATION:

The District Administration recommends that the Board review and adopt Resolution No. 1096, acknowledging Education Code 44015.1 and proclaiming the second full week in October as “Week of the School Administrator” this year being observed October 9-15, 2022.

BACKGROUND:

The term, “school administrator” is a broad term used to define many education leadership posts, which include superintendents, assistant superintendents, principals, assistant principals, special education and adult education leaders, curriculum and assessment leaders, school business officials, classified educational leaders. School administrators who began their careers as teachers and those from other fields have demonstrated dedication in their efforts to effectively lead public education and improve student achievement.

INFORMATION/DESCRIPTION:

In observance of the importance of educational leadership, CA Education Code 44015.1 proclaims the week of October 9-15, 2022, as “Week of the School Administrator.”

FISCAL IMPACT: None

Pacific Grove Unified School District Board
of Education
Resolution 1096

“WEEK OF THE SCHOOL ADMINISTRATOR”

WHEREAS, leadership matters for California’s public education system and the more than 6.7 million students it serves; and

WHEREAS, school administrators are lifelong learners who believe in the value of quality public education; and providing quality service for student success is paramount for the profession; and the future of California’s public education system depends upon the quality of its leadership; and

WHEREAS, school leaders depend on a network of support from school communities – teachers, parents, students, businesses, community members, Board trustees, District and county staff and resources – to promote ongoing student achievement and school success; and

NOW, THEREFORE, BE IT RESOLVED by the Governing Board of Pacific Grove Unified School District that Resolution 1096 be adopted to observe October 9-15, 2022 as the “WEEK OF THE SCHOOL ADMINISTRATOR” to commend all school leaders for the contributions they make to successful student achievement.

Passed and Adopted on October 6, 2022

Cristy Dawson, President

Dr. Frank Rivera III, Vice President

John Paff, Board Member



Brian Swanson, Board Member

Carolyn Swanson, Board Member

Dr. Ralph Gómez Porras, Superintendent

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

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

SUBJECT: New Job Description for Administrative Assistant V to support the MOT&G Department

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Billie Mankey, Director II of Human Resources; Joshua Jorn, Assistant Superintendent of Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed position.

BACKGROUND/INFORMATION:

Our current Administrative Assistant IV position that supports the department of Maintenance, Operations, Transportation and Grounds is vacant. This position is an 8 hour per day, 12 month per year position working under the direction of the Director of Facilities and Transportation.

When positions become vacant, we review the current needs and adjust accordingly. The intent of this job description is to continue to support the MOT&G Department and replace the clerical duties of the previous Transportation Foreman position. It is not a requirement to have a Transportation Foreman position which also includes bus driving and it is acknowledged that successful recruitment for a Transportation Foreman would be difficult and time consuming. Creating a new job description that includes necessary functions from the Admin IV and Transportation Foreman position was decided to be the best course of action.

This job description provides additional detail in the responsibility of the position that in addition to what are the typical duties of an Administrative Assistant IV includes, detailed clerical support and monitoring of transportation and bond accounting. The job description clearly states the independent nature of the responsibilities of this position and the high level of responsibility. Some of the recommended additions are as follows:

- Prepare and schedule bus routes
- Periodically review schedules and bus stops
- Maintain schedules for extra trips such as field trips, athletic trips; both in district and out of county
- Communicate directly with school sites and parents when bus route changes occur
- Schedule school break transportation as needed
- Perform periodic route audits
- Maintain all records of the department including current records for all assigned bus drivers and vehicle records

- In coordination with the Director maintain and schedule bus driver trainings and vehicle service checks; maintain log and of projected service and trainings
- Analyze and disseminate budget information related to the department and local bond programs in comparison with the district financial activity printout

ADMINISTRATIVE ASSISTANT V, Continued

FISCAL IMPACT: Annually between \$2,748 - \$3,636**From:**

Range 39	A	B	C	D	E	F
	4,705	4,934	5,194	5,442	5,712	6,010

To:

Range 42	A	B	C	D	E	F
	4,934	5,194	5,443	5,712	6,010	6,313

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: ADMINISTRATIVE ASSISTANT V

DEFINITION: Under the direction of the Director of Facilities and Transportation, will provide highly responsible, technical, and complex secretarial support to the Director and the department with a minimum of supervision. Assists in coordinating the work of transportation and facilities; and disseminates information to staff, parents, and the community.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Prepare and schedule bus routes
- Periodically review schedules and bus stops
- Maintain schedules for extra trips such as field trips, athletic trips; both in district and out of county
- Communicate directly with school sites and parents when bus route changes occur
- Schedule school break transportation as needed
- Perform periodic route audits
- Type and proofread a wide variety of reports, letters, memos and statistical charts; type from rough draft, verbal instructions or transcribing machine recordings; compose correspondence related to responsibilities assigned
- Maintain the Director's calendar; scheduling meetings and appointments
- Receive and appropriately respond to telephone calls, requests for information, and complaints.
- Use appropriate judgment when necessary to refer inquiries and complaints to appropriate staff
- Maintain all records of the department including current records for all assigned bus drivers and vehicle records
- In coordination with the Director maintain and schedule bus driver trainings and vehicle service checks; maintain log and of projected service and trainings
- Assist substitute staff reporting to work
- Work in conjunction with the director in preparing all phases of events when applicable
- Prepare all billings, rental arrangements, purchase orders, expense vouchers, work orders and office supply orders.
- Analyze and disseminate budget information related to the department and local bond programs in comparison with the district financial activity printout
- Collect, count, and deposit all monies received from fees
- Distribute mail
- Prepare and process department supply orders
- Inventory supplies upon arrival
- Maintain equipment inventory by serial number and location
- Order, distribute and maintain inventory of keys
- Responsible for preparation and distribution of the director's newsletter
- Prepare monthly employee attendance and payroll information for the District Office
- Respond to emergencies
- Other duties as assigned

POSITION TITLE: ADMINISTRATIVE ASSISTANT V, Continued

REQUIREMENTS:

- Type at a net speed of 55 words per minute
- Ability to use a computer and other office equipment
- Efficient use of computer programs with expertise in developing spreadsheets

QUALIFICATIONS:

Knowledge of:

- Modern office methods, practices, and procedures; receptionist and telephone techniques
- Proper English usage, spelling, grammar and punctuation; techniques of letter and report writing
- Provisions of the California Motor Vehicle code applicable to the operations of vehicles in the transportation of school children
- Techniques for scheduling bus routes, trips, and vehicle maintenance

Ability to:

- Maintain a high standard of safety for the transportation program
- Coordinate training of bus drivers for the district
- Work with minimum supervision; organize and prioritize work effectively
- Type from oral direction, rough draft, copy or notes from a variety of routine and complex materials including correspondence, tests, reports, memoranda, lists and documents.
- Compose letters independently or from oral instruction
- Make mathematical calculations quickly and accurately
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, and firmness
- Learn and interpret specific rules, laws, and policies and apply them with good judgment in a variety of situations
- Must be able to work well independently and as part of a team

EDUCATION AND EXPERIENCE:

- Any combination of education and/or experience which would demonstrate possession of the knowledge and abilities listed herein
- Completion of the twelfth grade
- Supplemental coursework or degree in business, secretarial science or a related business field is desirable

PHYSICAL REQUIREMENTS: of this position are, but not limited to the following:

Ability to:

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of observing accuracy of reports, documents, procedures, mail, reading bus schedules and other printed matter

POSITION TITLE: ADMINISTRATIVE ASSISTANT V, Continued

- Hear and understand speech at normal levels
- Communicate so others will clearly understand normal conversation
- Communicate using the telephone and radio
- Push/pull, squat, turn, twist, bend, and stoop
- Lift and carry 20 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems, make good judgments and decisions
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position

WORKING CONDITIONS:

Office working environment subject to sitting at a desk for long periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, reaching in all directions, and prolonged periods of time working at a computer terminal

LICENSE OR CERTIFICATE:

- Possession of a valid California Driver's license is desirable
- Valid CPR/First Aid Certification is desirable

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

Adopted by the Board of Education 10/06/2022

- ☒ 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: New Job Description of Athletic Director – Pacific Grove Middle School and corresponding salary recommendation

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Billie Mankey, Director II of Human Resources; Sean Roach, Pacific Grove Middle School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the new job description for Athletic Director – Pacific Grove Middle School with corresponding salary as presented or provide alternative direction.

BACKGROUND:

The Middle School Athletic Director position has worked under the job description for the high school Athletic Director position. Upon review, we have found that there are differences between the two. The job description presented most accurately reflects the work of the Middle School Athletic Director positions.

INFORMATION:

The Middle School Athletic Director position has not had a review in job description or in pay since 2014 when we removed stipends from automatically receiving annual increases. This was implemented as most sports coaches are walk on coaches and not bargaining unit members. Participation in sports at Pacific Grove Middle School and the training requirements for coaches has increased over the years. We want to recommend a salary increase that reflects the level of work and responsibility for this position.

FISCAL IMPACT: 65% increase from current to proposes

Range	1-2 years	3-4 years	5+years
Current	\$2,643	\$2,841	\$3,054
Proposed	\$4,361	\$4,688	\$5,039

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION**

POSITION TITLE: ATHLETIC DIRECTOR - MIDDLE SCHOOL
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DEFINITION: Under the direction of the Principal or designee, the Athletic Director provides leadership, supervision, and organization to the PGMS Athletic Program in accordance with Title IX, California Interscholastic Federation, the Mission Trail Junior Athletic League, Education Code, Title 5 of the State Board of Education and District policies and regulations.

ESSENTIAL FUNCTIONS:

- Establish the safety and welfare of the players as the highest priority
- Recommend, direct, coordinate, administer, schedule and delegate scheduling, and carry out all duties and responsibilities of the athletic program guidelines described in Title IX, the rules and regulations of the Mission Trail Junior Athletic League, Education Code, Title 5 of the State Board of Education, the Middle School Handbook, and the Policies and Regulations of the District Board of Education
- Organize the program in relationship to coaching assignments, practice plans, officials, workers, security, transportation, emergency personnel, and facility use
- Schedule school athletic events
- Create and maintain a current coach's handbook
- Monitor athletic department purchase orders and position announcement requests
- Follow recruitment processes in accordance with the District Human Resources Department
- Maintain the department database of coaching information and training
- Coordinate all aspects of training, mentoring, certification and instruction of coaches, including good sportsmanship
- Assume and coordinate supervision of events and spectators for athletic events at home - games
- Conduct coach and parent meetings prior to the beginning of each sport season
- Provide leadership, demonstrate sportsmanship, and be a positive role model for coaches and student athletes
- Be knowledgeable and competent in the care and prevention of athletic injuries, coaching techniques, rules and regulations of sports being coached, and adolescent psychology as it relates to sports participation
- Serve as the liaison representing PGMS and the District, the Mission Trail Junior Athletic League, Parks and Recreation, and other community groups and facility users
- Provide for proper supervision of athletes during practice, in locker rooms, at contests,
- Train coaches to use discretion and positive psychology when providing constructive criticism and reprimanding players
- Maintain consistency in requiring that all coaches adhere to the established rules and standards of the game being played

POSITION TITLE: ATHLETIC DIRECTOR - MIDDLE SCHOOL

- Track, record, distribute and collect equipment, supplies, keys and uniforms
- Properly instruct coaches in the safe use of equipment
- Do not suggest, provide, or encourage any athlete to use non-prescription drugs, anabolic steroids, or any substance to increase their physical development or performance that is not approved by the United States Food and Drug Administration, the Surgeon General of the United States, or American Medical Association
- Follow the rules of behavior and procedures for crowd control as established by Pacific Grove Middle School, and the Mission Trail Junior Athletic League
- Support and monitor athletic eligibility with regards to grades, attendance, conduct, physicals, and insurance so that it conforms to school, district, league and CIF standards
- Ensure that fundraisers are approved 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
- Ensure that volunteer coaches and drivers are properly identified, have DOJ clearance prior to volunteering, and are appropriately insured and registered with the District Human Resources Department
- Provide information to the news media as required
- Perform other duties as assigned by the Principal/Designee

QUALIFICATIONS:***Knowledge of and Ability to:***

- Possess demonstrable working knowledge of the overall operation of the entire athletic program
- Possess knowledge of Title IX, California Interscholastic Federation (CIF), Education Code, and Title 5
- Possess knowledge and is competent in: 1) injury prevention; 2) emergency procedures; 3) coaching techniques; 4) skills, techniques, and rules of the sport being coached; 5) child psychology
- Knowledge of the general needs and behavior of children
- Work effectively in stressful situations
- Deal positively and effectively with students, staff, and community
- Successfully and appropriately train coaching staff

EDUCATION AND EXPERIENCE:

- Minimum of 1 year paid experience organizing and monitoring an athletic program
- College level playing experience, training, and/or previous high school coaching experience preferred

POSITION TITLE: ATHLETIC DIRECTOR - MIDDLE SCHOOL

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
- Analyze situations accurately and adopt an effective course of action
- Meet deadlines
- 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 subject to bending, crouching, kneeling, prolonged standing and occasional running; pushing/pulling/lifting of equipment and tools. Must meet deadlines with severe time constraints in a professional manner and work irregular, extended hours. High level of responsibility for the safety, well-being or work output of other people, as well as meeting multiple demands from several people simultaneously.

LICENSE OR CERTIFICATES:

- Valid CA Activity Certificate authorizing supervision of certificated and walk-on athletic coaches and activities
- Valid California Driver's License
- First Aid, CPR and Concussion Awareness Certification prior to employment

NOTE:

This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans with Disabilities Act regarding reasonable accommodation procedures.

adopted: 10/6/2022

☒ 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: New job description and stipend proposal- Safety Director

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Billie Mankey, Director II of Human Resource; Joshua Jorn, Assistant Superintendent of Business Services

RECOMMENDATION:

The District Administration recommends the Board review and approve the job description and stipend for Safety Director as presented or provide alternative direction.

BACKGROUND:

Safety in our district as far back as 2005 was conducted by an outside contractor. This was sufficient for periods of time, but not consistent. In 2013, district safety implementation and coordination was added to the Adult School Principal extra duties and has been part of that position's duties ever since. Principal Martinez has done an exemplary job building the program to what it is today.

INFORMATION:

Today, we recommend a stand-alone stipend position for the Safety Director position. The work at the Adult School, with Principal Martinez building programs now warrants that principal position to be fully funded through Adult School designated dollars. The monies that supported that position from the Safety Fund, will be moved to fund this recommended stipend for Safety Director.

FISCAL IMPACT: None. Previously allocated.

Management Salary Schedule

Safety Director	Stipend	\$25,000 Annual
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PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: SAFETY DIRECTOR

DEFINITION: Under the direction of the Assistant Superintendent, the Safety Director develops, evaluates and implements disaster response and crisis management activities for the district. As such, the Safety Director provides disaster preparedness training to leadership and staff, schools, parents, students, and community leaders; represents PGUSD within the Monterey County emergency response and coordination efforts and activities; plans and coordinates emergency preparedness and security drills with stake holders and government agencies; plans and implements the safety and security program for PGUSD; maintains the readiness of PGUSD's emergency response and provides expertise, knowledge and ability during an emergency; responds to emergencies on an on-call 24/7 basis.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Plan and implement disaster response and crisis management activities for PGUSD; develops and writes standard operating procedures and continuity of operations programs to be used in response to disasters or emergencies, such as earthquakes, floods, fires, and other natural disasters, health emergencies, outbreaks, gas leaks, environmental hazards and extraordinary catastrophic events such as nuclear accidents, terrorist attacks, active shooters, and recover from these events
- Assure Cabinet members and other members of the leadership team are trained and knowledgeable of safety and emergency procedures
- Develop, evaluate and implement the district's Safety Plan
- Chair student safety committees which include developing agendas, action plans, studies, project planning and management, facilitation and implementation of projects
- Collaborate with the administrators, community, students and parents to set priorities for long-term strategies and plans for implementation
- Foster rapport with District personnel and provides support and leadership to their disaster response and crisis management activities
- Identify needs and ensures school and student safety standards adhere to industry best practices, corrects any deficiencies, and constantly seeks out ways to improve while collaborating with stake holders, specifically throughout the collocated spaces in Districts
- Prepare and deliver trainings on school safety and security to PGUSD leadership and staff, parents, students, community leaders to support policy and enforcement, and strengthen prevention, mitigation and response capabilities
- Conduct routine site visits and safety checks and coordinates with school, staff and collocated District principals on emerging needs and safety concerns
- Assist school personnel with safety and security planning through site visits, professional development opportunities, one-on-one consulting services, and other means as needed to ensure school safety
- Plan, coordinate and evaluate emergency drills, functional tests, scenario discussions, and simulation exercises to test the effectiveness of emergency plans and communication systems
- Proactively engage District leaders, principals and school communities in developing safety priorities, defining roles and responsibilities, building capability and creating systems of accountability to ensure safe and secure school climates and workplace environments
- Responsible for the development, review, and management of the safety budget for BCOE

POSITION TITLE: SAFETY DIRECTOR, *Continued*

- Maintains the readiness of PGUSD's emergency response at all times and provides expertise, knowledge and ability during an emergency; responds to emergencies on an on-call 24/7 basis
- Collaborates with internal and external personnel in planning standardized responses to critical incidents in accordance with the state and federal Incident Command System ("ICS") model
- Conducts planning and research activities relating to all aspects of public safety and security in a public school system environment
- Assure each classroom has a known, posted, and distributed plan for emergencies that accounts for the unique components of the location; ensure continuous collaboration and communication
- Safeguard and maintain accurate administrative records and inventory control of disaster equipment
- Assure compliance with federal and state laws and mandates; fulfills monitoring and reporting requirements regarding school safety
- Collaborate with others in securing grant funding to support school safety initiatives
- Operates a computer and assigned software program; operates other office equipment as assigned; drives a vehicle to conduct work as assigned
- Other duties as assigned

QUALIFICATIONS**Knowledge of:**

- Federal, State and county regulations pertaining to emergency management and response
- Principles, concepts and terminology of emergency management and response
- Emergency preparedness and response standards
- Principles and practices of safety and security management
- Community and governmental organizational and resources
- Principles of training and education
- Issues related to Emergency Preparedness for natural and human caused disasters, such as earthquakes, hazardous materials incidents, civil defense, and floods
- Principles and techniques used in the development and utilization of emergency response and disaster preparedness systems, including but not limited to the Incident Command System (ICS), Continuity of Operations Plan (COOP), State Emergency Management Systems (SEMS), and the National Incident Management System (NIMS)
- Principles of effective written communication, including the preparation of clear and concise reports, documentation and revisions to procedures and plans
- Techniques and practices of effective implementation and management of budgetary and other management procedures

Ability to:

- Plan, promote, coordinate and implement programs for emergency preparedness
- Develop and write standard operating procedures related to emergency preparedness, response and recovery
- Work with and engage the cooperation of diverse groups, including volunteers
- Communicate effectively, both orally and in writing, with all levels of PGUSD leadership, staff and stakeholders, and representatives of regulatory agencies
- Prepare professional reports and develop program materials and plans

POSITION TITLE: SAFETY DIRECTOR, *Continued*

- Maintain effective public relations with public safety organizations, government officials and others
- Provide training on emergency preparedness and ICS
- Analyze administrative problems and conduct studies in disaster planning
- Maintain records and controls and prepare correspondence and reports
- Work independently to identify needs and emergency management system deficits and recommend improvements of emergency management planning operations
- Use independent judgment and initiative
- Respond to emergencies on an on-call 24/7 basis
- Work nights, weekends, and holidays as necessary

EDUCATION AND EXPERIENCE:

- Bachelor's degree in emergency and disaster management, or a related field is desirable
- Demonstrated experience in emergency or crisis management
- Possession of a FEMA Emergency Management Institute Advanced Professional Services Certificate or equivalent, highly desired
- Possession of a California Emergency Management Specialist certificate or equivalent, highly desired

PHYSICAL REQUIREMENTS: *of this position are, but not limited to the following:***Ability to:**

- Bend and twist, stoop, and kneel
- Lift 40 pounds
- Carry 25 pounds
- Ability to stand for extended periods of time
- Move about the work environment (indoor and outdoor)
- Drive to various sites
- Stand and move around an office
- Work at a desk, conference table, or in meetings of various configurations
- See for purposes of reading printed matter and observing staff
- Hear and understand speech at normal levels
- Communicate so others will be able to clearly understand
- Operate office equipment
- Reach in all directions

WORKING CONDITIONS:

Indoor/outdoor working conditions, subject to inclement weather, loud noise, standing, walking for extended periods of time, subject to sitting at a desk for long periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, reaching in all directions, and prolonged periods of time working at a computer terminal

LICENSE OR CERTIFICATE;

- Possession of a valid California Driver's license
- Valid CPR/First Aid Certification

<i>POSITION TITLE: SAFETY DIRECTOR, Continued</i>
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NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans with Disabilities Act regarding reasonable accommodation procedures.

Adopted by the Board of Education 10/6/2022

- ☒ 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: New job description and salary schedule proposal- Mock Trial Coach

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Billie Mankey, Director II of Human Resource; Buck Roggeman, Director of Curriculum and Special Projects

RECOMMENDATION:

The District Administration recommends the Board review and approve the job description and salary schedule for the Mock Trial Coach as presented or provide alternative direction.

BACKGROUND:

Mock Trial is a program put on by the Lyceum of Monterey County in partnership with the Constitutional Rights Foundation. Students who participate in Mock Trial work with mentors from the legal community to prepare for and participate in a trial that is based on a fictional court case. Through this program students gain knowledge about the legal system, develop critical thinking and public speaking skills, and build lasting bonds with their team members and coaches.

Mock Trial has been operating with a credentialed teacher teaching the content, and coordinating practices and competitions. Many hours are dedicated each year to this popular program

INFORMATION:

The program has flourished and warrants a designated, paid Mock Trial Coach. Funding a stipend for the position will help ensure the stability and longevity of this popular activity that provides academic enrichment for its participants. This year we will use GATE funding to fund a coach for this program.

FISCAL IMPACT: Funded through GATE
\$2,552-\$2,949 salary only

Range	1-2 years	3-4 years	5+ years
Proposed	\$2,552	\$2,743	\$2,949

PACIFIC GROVE UNIFIED SCHOOL DISTRICT JOB DESCRIPTION

CLASS TITLE: Mock Trial Coach

DEFINITION: Under the direction of the Principal or designee, provides leadership, supervision, and organization to extra-curricular, after-school Mock Trial and Mock Trial competitions during the year in accordance with District policies and regulations.

RESPONSIBILITIES:

- Organize the program in relationship to Mock Trial team competitions, practice plans, and facility use
- Oversee all aspects of Mock Trial 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
- Maintain appropriate practice and competition schedules and conform to all District policies and procedures for students
- Reserve facilities and coordinate trip and transportation arrangements as necessary
- Provide leadership, demonstrate sportsmanship, and be a positive role model for student Mock Trial members so that they gain self-confidence and demonstrate enthusiasm for program
- Know and apply principles of adolescent psychology as it relates to competitive performance participation
- Show respect for Mock Trial students, officials, coaches, and all members of the mock trial community
- Respect the integrity and judgment of officials
- Establish the safety and welfare of the Mock Trial students as the highest priority
- Be knowledgeable and competent in the care for and prevention of student injuries
- Properly attend to safety protocols for Mock Trial students
- Ensure that the integrity of the competition is maintained and the highest ethical standards are upheld
- Ensure all Mock Trial students gain competitive experience while they develop knowledge about the law, the fictional case being argued, and basic courtroom decorum
- Provide proper supervision of Mock Trial students during practice, at competitions, and on trips
- Use discretion when providing constructive criticism and managing student behavior
- Maintain consistency when overseeing the rules set by the Constitutional Rights Foundation, as well as when administering team policies
- Support and monitor participation eligibility with regards to grades, attendance, and conduct, so that it conforms to school and district standards
- Establish a systematic method of distributing, collecting, and inventorying any equipment or supplies used by the team
- Under the direction of the Site Administrator, plan and manage the budget of the program. 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

Mock Trial Coach (Continued)

- Ensure that volunteer assistants are properly identified and registered with the District Human Resources Department prior to working with students
- Recruit students and adult mentors for the Mock Trial program
- Schedule competitions with out-of-county teams in preparation for the Monterey County competition and potentially the State and National Mock Trial competitions
- Perform other duties as assigned by the Principal/designee

QUALIFICATIONS:

- Knowledgeable and competent in: 1) injury prevention; 2) emergency procedures; 3) Mock Trial coaching techniques; 4) skills, techniques, and rules of the competition being coached; 5) adolescent psychology
- 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

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 20 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems

WORKING CONDITIONS:

Indoor and occasional outdoor working environment. Competitions are typically held in school classrooms or official courtrooms. Some practices may be held outdoors when weather is favorable.

NOTE:

This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

Board Approval: October 6, 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: Board Calendar/Future Meetings

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar August-December 2022

Aug. 18	Regular Board Meeting ✓ Student Enrollment Update ✓ Back to School Night Dates ✓ Property Tax Report ✓ Review of Legal Services Costs ✓ Quarterly Facilities Project Updates*	District Office
Sept. 1	Regular Board Meeting ✓ Quarterly District Safety Update*	District Office
Sept. 15	Regular Board Meeting ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report	District Office
Oct. 6	Regular Board Meeting ✓ Superintendent Goals ✓ Bus Ridership ✓ Week of the School Administrator ✓ CAASPP/ELPAC Review of Data	District Office
Oct. 20	Regular Board Meeting ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2021-22 working budget (preliminary First Interim)	District Office
Nov. 10	Regular Board Meeting ✓ PGHS Course Bulletin Information/Discussion	District Office
Nov. 17	Regular Board Meeting ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	District Office
Dec. 15	Organizational Meeting ✓ Election of 2022-23 Board President and Clerk ✓ Budget Revision #2 ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition ✓ Review of Legal Services Costs ✓ Solicitation of Funds Report	District Office

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

Board Meeting Calendar January-June 2023

Thursday Jan. 5	Regular Board Meeting ✓	District Office/Virtual
Thursday Jan. 19	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Preliminary Enrollment Projection for 2023-24 ✓ Property Tax Update ✓ School Accountability Report Cards	District Office/Virtual
Thursday Feb. 2	Regular Board Meeting ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information ✓ Preliminary Review of Site Master Schedules ✓ Possible Personnel Action (RIF) ✓ 2022-23 Audit Report ✓ Quarterly Facilities Project Updates*	District Office/Virtual
Thursday Mar. 2	Regular Board Meeting ✓ Open House Schedules Reviewed ✓ TRAN Resolution ✓ Budget Projections and Assumptions	District Office/Virtual
Thursday Mar. 16	Regular Board Meeting ✓ Second Interim Report ✓ Budget Revision #3 ✓ Williams/Valenzuela Uniform Complaint Report	District Office/Virtual
Thursday Apr. 6	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Approve 2023-24 Aug.- Dec. Board Meeting Calendar ✓ Quarterly District Safety Update	District Office/Virtual
Thursday April 20	Regular Board Meeting ✓ Review of Site Master Schedules ✓ Review of Strategic Plan and LCAP (as needed) ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Begin Superintendent Evaluation	District Office/Virtual
Thursday May 4	Regular Board Meeting ✓ Continue Superintendent Evaluation	District Office/Virtual
Thursday May 18	Regular Board Meeting ✓ Complete Superintendent's Evaluation ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2023-24 Budget Public Hearing ✓ LCAP Public Hearing	District Office/Virtual
Thursday June 1	Regular Board Meeting ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2023-24 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2023-24	District Office/Virtual

**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

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

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

SUBJECT: First Review of the Revised Pacific Grove Unified School District Board Policies

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board review the revised Pacific Grove Unified School District Board Policies as a first reading in preparation for a global adoption on October 20, 2022. The revised Board Policies are available on the District website: <https://www.pgusd.org/Board/Board-Meetings-Agendas--Packets/Agendas-2022-23/index.html>

INFORMATION:

First review of the revised Pacific Grove Unified School District Board Policies: Index 12-18 Pacific Grove Unified School District- 0000 Series: Philosophy, Goals, Objectives, and Comprehensive Plans 1000 Series: Community Relations 2000 Series: Administration 3000 Series: Business and Noninstructional Operations 4000 Series: Personnel 5000 Series: Students 6000 Series: Instruction 7000 Series: Facilities 9000 Series: Board Bylaws.

BACKGROUND:

One of the major functions of the Board of Education is to determine policies of operation for the Pacific Grove Unified School District (PGUSD). PGUSD has had several outdated policies that needed revision. PGUSD worked in partnership with the California School Boards Association (CSBA) during this past year to develop and propose the attached revised policies which are the most current and compliant according to legal code and best practices in the state of California for public school systems.

In formulating policies, the board, acting through its executive officer, the superintendent of schools, solicits the assistance of staff to develop and revise policies. Proposals or amendments of board policy are adopted only after a thorough review. They are first introduced in writing (called “first reading”) during a school board meeting as being requested during this current meeting, Thursday, 5/23.

The policies represent a cooperative study by the board, administration, and appropriate school personnel. The board assumes sole responsibility and authority for the enclosed policies. These policies stand as written until proposals or amendments are approved by the board.

All of these policies have been developed in terms for the purposes of the Pacific Grove Unified School District. It is the aim in policy development to continue the improvement of the program of instruction and school district performance toward better meeting the educational needs of our students. The goal is that these policies will serve as a guide to all the personnel of the PGUSD schools. The board will be taking action and be asked to approve these revised CSBA vetted policies at the upcoming board meeting on Thursday, October 20, 2022 after this initial review.

- ☒ 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: 2022 State Testing Results

DATE: October 6, 2022

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

RECOMMENDATION:

The District Administration recommends the Board receive the following information about the 2022 state testing results for Pacific Grove Unified School District.

BACKGROUND:

All California schools annually assess their students in English language arts and mathematics, using the Smarter Balanced Assessment Consortium (SBAC) exam to measure students' progress and performance. The California Science Test (CAST) is given to students in fifth grade, eighth grade, and to either juniors or seniors in high school. Additionally, the district's emerging bilingual students take the English Language Proficiency Assessments of California (ELPAC) summative assessment each Spring. These assessment results are one criterion that determine if a student is ready to be declared fluent English proficient.

INFORMATION:

PGUSD's administration of the SBAC in the Spring of 2022 marked our return to state testing after missing the previous two administrations of the exam due to the pandemic. It is important to emphasize that all schools throughout California are, in a sense, hitting a reset button when viewing these results. These tests represent a student's performance at one instance in time on one type of assessment tool. To get a more accurate view of a student's mastery of subject matter multiple measures must be considered such as performance on a wide array of classroom-based activities that allow a student a variety of ways to demonstrate knowledge of the content standards. The statewide testing, however, is used to gauge a district's progress in providing an equitable education to all student groups.

An analysis of this year's results will show that for the vast majority of grades levels and tests nearly as many PGUSD students met or exceeded the grade level standards in 2022 as they did in 2019. This is no small achievement considering the massive upheaval that our educational system endured beginning with the shutdown of in-person schooling on March 13, 2020. The dedication, flexibility, and resilience of our teachers, staff, and administration combined with the cooperation of our families, kept learning alive in Pacific Grove under the most dire circumstances. Make no mistake, last year was grueling and despite significant fatigue felt by all our educational partners toward the end of last school year, our educational professionals prepared our students for SBAC testing and our students rose to the occasion.

While SBAC testing was paused during the pandemic, districts throughout the state were required to conduct the summative ELPAC test.

During the board meeting, the curriculum department will provide the following reports:

1. A grade-by-grade comparison of testing results from 2019 and 2022. We include English language arts, mathematics, and science in this comparison.
2. An analysis of the performance of the students at our two elementary schools.
3. An analysis of the performance of our targeted student populations in the various subjects tested. These populations include economically disadvantaged youth, Hispanic students, English learners, reclassified fluent English proficient (RFEP) students, and our students with disabilities.
4. A comparison of our 2021 and 2022 ELPAC scores.

Monterey County or state averages are not included in these reports because they have not been released at this time.

All these reports will be posted on the district's website after the meeting.

FISCAL IMPACT:

This item has no fiscal impact. This data will be used as one factor in determining the allocation of district resources.

- ☒ Student Learning and Achievement
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- ☐ Consent
☐ Action/Discussion
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☐ Public Hearing

SUBJECT: Pacific Grove Unified School District Spanish Program Update

DATE: October 6, 2022

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

RECOMMENDATION:

The District Administration recommends the Board receive information about the current status of the Pacific Grove Unified School District Spanish instructional program including the expansion of Spanish to the elementary schools and the middle school.

BACKGROUND:

Spanish language instruction has historically been offered at Pacific Grove High School and included multiple levels of instruction (levels 1, 2, 3, 4 and AP Spanish). Pacific Grove Middle School had Spanish 1 and included an introduction to Spanish as one of the four classes offered in its sixth grade elective wheel. The Middle School ceased to offer Spanish in 1999 due to a lack of staffing. Pacific Grove Adult School also has a strong track record of offering Spanish language instruction to its students.

In recent years, the Board of Trustees asked the Curriculum Department to work with site administration and staff to determine the best way to expand the Spanish language program by rekindling the Middle School program and introducing Spanish to the elementary schools.

INFORMATION:

The following information reflects the current status of Spanish language instruction throughout our district beginning with elementary school and continuing through the adult school program.

Elementary Schools - PGUSD hired Spanish teacher Liliana Nu

Middle School

Spanish 1 Period 3 - 13

Intro to Spanish Period 4 - 11

Intro to Spanish Period 5 - 6

Spanish 1 Period 7 - 14

Who, What, When, Where, Why, How

FISCAL IMPACT:

Amount of service, contract timeframe (2020-21 school year), name of funding source, was this item previously budgeted or a new cost.

☐ Student Learning and Achievement
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☐ Consent
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☐ Public Hearing

SUBJECT: Review of Bus Ridership

DATE: October 6, 2022

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent of Business Services

RECOMMENDATION:

The District Administration recommends that the Board review the bus ridership information compared with prior years.

BACKGROUND:

The District has provided bus transportation to and from school for several years. When ridership began to decline in 2006-07 and 2007-08, the District reduced bus fees in order to entice more riders. Bus ridership peaked in 2015-16, and has since been in a decline to 24 students in 2022-2023.

While most families pay a fee per student, families that qualify for the Free-and-Reduced-Meal program also qualify for free transportation. The District is currently running bus routes that provide transportation for both General and Special Education students.

INFORMATION:

Due to the covid 19 pandemic, the District temporarily stopped providing transportation. Since then, the District has been providing home-to-school routes to the Beach Track, Pebble Beach, and Del Monte Park areas.

Additionally, there are two Special Education drivers providing transportation for 6 K-12 and transition students.

As of September 27, 2022, the District provides General Education transportation for 24 riders, down from 45 (or decrease of 53%) in 2021-2022.

Of the 24 riders in the current year, 8 riders (33%) are riding free due to meeting the household income rules allowed under the Free-and-Reduced-Meal program.

The cost of the Transportation program is budgeted at \$379,934 for 2022-2023. The revenue generated for this program comes from three sources:

1) The state Home-to-School Transportation revenue provides \$105,091 (34%) which is now part of the fixed Local Control Funding Formula (LCFF) money. Pacific Grove USD gets a fixed \$2,505,456 annually.

2) For the 2021-2022 year, Transportation fees collected from riders was \$7,100. Pacific Grove USD has received \$1400 to date in year 2022-2023.

3) The General Fund Contribution provides \$273,443 (72%)

For comparison purposes, below are the transportation fees charged at Pacific Grove Unified School District, Carmel Unified School District, and Monterey Peninsula Unified School District.

	1 st Rider	2 nd Rider	3 rd Rider (or more)
1) PGUSD	\$100	\$ 50 (\$150)	Free (\$150)
2) CUSD	\$200	\$200 (\$400)	\$100 (\$500)
3) MPUSD	\$200	\$160 (\$360)	\$120 (\$480)

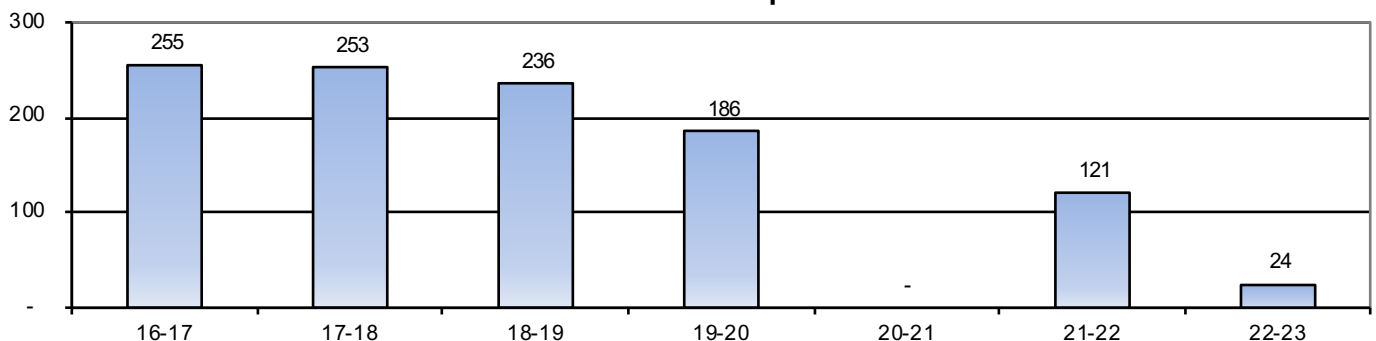
FISCAL IMPACT:

This report is informational only.

Bus Ridership

	16-17 actual	17-18 actual	18-19 actual	19-20 actual	20-21 actual	21-22 actual	22-23 actual
Forest Grove							
Del Monte Park	6	52	57	51	Covid 19	27	10
Pebble Beach	73	37	25	17		10	-
Beach Track	18	4	7	13		5	1
Total Forest Grove	97	93	89	81	-	42	11
Robert Down							
Del Monte Park	1	2	2	1		1	1
Pebble Beach	3	1	3	3		1	-
Beach Track	41	51	47	28		24	3
Total Robert Down	45	54	52	32	-	26	4
Middle School							
Del Monte Park	37	22	19	17		15	6
Pebble Beach	13	24	21	12		4	-
Beach Track	27	33	32	17		9	2
Total Middle School	77	79	72	46	-	28	8
High School							
Del Monte Park	9	2	2	6		1	-
Pebble Beach	5	8	9	10		10	-
Beach Track	22	17	12	11		14	-
Total High School	36	27	23	27	-	25	-
Total Ridership							
Del Monte Park	53	78	80	75		44	17
Pebble Beach	94	70	58	42		25	-
Beach Track	108	105	98	69		52	7
Total District	255	253	236	186	-	121	24
Change	(78)	(2)	(17)	(50)		(65)	24
Percent Change	-23.4%	-0.8%	-6.7%	-21.2%		-48.7%	-87.1%
Free Riders	98	84	76	70		45	8
Punch Pass riders			19	9		13	-
percent of total	38%	33%	40%	42%		48%	33%

Bus Ridership



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SUBJECT: Future Agenda Items

DATE: October 6, 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 October 6, 2022 Regular Board Meeting:

- 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