

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, NOVEMBER 17, 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: November 17, 2022

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

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

Trustees
Cristy Dawson, President
Dr. Frank Rivera III, Vice President
John Paff
Brian Swanson
Carolyn Swanson
Rey Avila, Student Representative

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/81740612850?pwd=WUFjVmNhV1hBUURZUDNvamlzRWtWQT09>

Meeting ID: 817 4061 2850

Passcode: 588164

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/81740612850?pwd=WUFjVmNhV1hBUURZUDNvamlzRWtWQT09>

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
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, NOVEMBER 17, 2022**

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 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.
2. 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.
3. Conference with Legal Counsel Regarding Pending 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.
4. 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. 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.
2. 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.
3. Conference with Legal Counsel Regarding Pending 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.
4. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]

B. Pledge of Allegiance

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, NOVEMBER 17, 2022**

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. Certificated Assignment Order #7 7
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #7.
- B. Classified Assignment Order #7 9
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #7.
- C. Acceptance of Donations 11
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- D. Cash Receipts No. #7 12
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.
- E. Revolving Cash Report No. #2 14
Recommendation: (Joshua Jorn, Assistant Superintendent) As Assistant Superintendent for Business Services, I have reviewed the Revolving Cash payments for consistency with District budget policy and accounting practices and certify their consistency and recommend approval of the payments by the Board.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
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- F. Warrant Schedule 649 16
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) As Assistant Superintendent for Business Services, I certify that I have received the attached warrants for consistency with the District's budget, and purchasing and accounting practices and therefore, recommend Board approval.
- G. Contract for Services with Joyful Parenting Coaching 18
Recommendation: (Barbara Martinez, Pacific Grove Adult School Principal) The District Administration recommends the Board review and approve the contract for services with Elisabeth Stitt of Joyful Parenting Coaching as part of Pacific Grove Adult Education (PGAE) Parent Education to Support Student Success Program.
- H. Contract for Services with iHeart Media, Inc. 24
Recommendation: (Barbara Martinez, Pacific Grove Adult Education Principal; Eric Saavedra, Pacific Grove Adult School Coordinator) The District Administration recommends the Board review and approve the contract for services with Pacific Grove Adult Education (PGAE) and iHeart Media, Inc. to expand PGAE media coverage in order to increase enrollment in our English as a Second Language, High School Diploma/High School Equivalency, Parent Education and Career Pathway programs.
- I. Pacific Grove Middle School Woodshop Surplus Items 30
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the attached surplus items from the Pacific Grove Middle School (PGMS) woodshop.
- J. Contract with Psyched Services for Board Certified Behavior Analyst 33
Recommendation: (Clare Davies, Director of Student Services) The District Administration recommends the Board review and approve the contract for services with Psyched Services to provide Board Certified Behavior Analyst (BCBA) services.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

VII. ACTION/DISCUSSION

- A. District Update on Response to COVID-19 39
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: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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- B. Expenditure and Program Plan for Expanded Learning Opportunities Program 40
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board review and approve the attached plan for expenditure of funds for the Expanded Learning Opportunities Program (ELOP).

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

- C. Board Calendar/Future Meetings 59
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: _____

VIII. INFORMATION/DISCUSSION

- A. Measure D Project Update to include a brief update of Maintenance, Operations & Transportation. 62
Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board view the powerpoint presentation of Measure D funded projects recently completed.

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

- B. Annual Disclosure of Workers' Compensation Liability 63
Recommendation: (Joshua Jorn, Assistant Superintendent of Business Services) The District Administration recommends that the Board review the attached annual disclosure by Monterey Educational Risk Management Authority (MERA) provided per Education Code Section 42141.

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
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C. Future Agenda Items

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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 16, 2022: Discuss proposal of skatepark in Pacific Grove (Feb 2023)
- Added October 6, 2022: Discuss housing on PGUSD property

- Added November 10, 2022: Examine District fee schedule (Feb 2023)
- Added November 10, 2022: Presentation on current professional development opportunities for special education staff

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

IX. ADJOURNMENT

Next regular Board meeting: December 15, 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: Certificated Assignment Order #7

DATE: November 17, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Certificated Assignment Order #7

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. 7
November 17, 2022**

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2022-23 PGHS STIPENDS

<u>Employee</u>	<u>Assignment</u>	<u>%</u>	<u>Funding</u>	<u>Amount</u>
Dan Powers	Boys Basketball Varsity	1.0	GF - Athletics	\$4,295
Joe De Loa	Boys Basketball JV	1.0	GF - Athletics	\$2,684
Brandon Peterson	Boys Basketball Assistant	1.0	GF - Athletics	\$3,102
Robin Lewis	Girls Basketball Varsity	1.0	GF - Athletics	\$4,295
Anthony Hannah	Girls Basketball JV	1.0	GF - Athletics	\$2,684
Shey Gibson	Soccer JV Boys	1.0	GF - Athletics	\$2,684
Frank Giraldo	Soccer Varsity Girls	1.0	GF - Athletics	\$4,295
Jeanne Giraldo	Soccer JV Girls	1.0	GF - Athletics	\$2,684
Calvin Miller	Wrestling Varsity	1.0	GF - Athletics	\$3,717
Brandon Rosa	Wrestling Assistant	1.0	GF - Athletics	\$2,684

SUBSTITUTE:

John Poma

Chandra Weaver

- ☒ 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 #7

DATE: November 17, 2022

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

Page 1 of 2

RECOMMENDATION:

The District Administration recommends the Board review and approve the Classified Assignment Order #7

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

Funding has been approved and allocated for these items.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
CLASSIFIED PERSONNEL ASSIGNMENT ORDER NO. 7
November 17, 2022**

Page 2 of 2

NEW HIRE:

Petra Solomon, PGAS (Adults with Disabilities Program) Instructional Assistant 4 hrs./day, 5 days per week, 10.5-month work calendar, Range 30, Step D effective November 14, 2022 (replaces Ritika Kumar)

Catharina Pennisi, PGAS (Adults with Disabilities Program) Instructional Assistant 4 hrs./day, 5 days per week, 10.5-month work calendar, Range 30, Step D, effective December 1, 2022 (New Position, Block Grant Funded)

- ☒ 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: November 17, 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

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

Rotary Club of Pacific Grove

\$2,100 (Musical Theatre Program)

Pacific Grove High School

None

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

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

SUBJECT: Cash Receipts Report No. #7

DATE: November 17, 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 November 2, 2022 to November 7, 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 # 7 Cash Receipts

November 2, 2022 - November 7, 2022

Date	Num	Name	Account	Amount
Nov 2 - 7, 22				
11/02/2022	21397	CAFETERIA	CAFETERIA	66.01
11/02/2022	21398	STATE OF CALIFORNIA	MISC	21,505.00
11/02/2022	21399	RETIREE INSURANCE	RETIREE INSURANCE	127.00
11/02/2022	21400	RETIREE INSURANCE	RETIREE INSURANCE	56.00
11/02/2022	21401	RETIREE INSURANCE	RETIREE INSURANCE	2,232.00
11/03/2022	21402	PGMS	SCIENCE CAMP	400.00
11/03/2022	21403	Fran Castorina	INS PAYMENT	548.78
11/03/2022	21404	RETIREE INSURANCE	RETIREE INSURANCE	369.00
11/03/2022	21405	RETIREE INSURANCE	RETIREE INSURANCE	2,131.00
11/03/2022	21406	ADULT EDUCATION	ADULT EDUCATION	40,237.77
11/07/2022	21407	PGMS	DON/FEE	400.00
11/07/2022	21408	PGMS	DONATION TO MS	2,100.00
11/07/2022	21409	PGHS	PG Pride	484.87
11/07/2022	21410	RETIREE INSURANCE	RETIREE INSURANCE	72.00
11/07/2022	21411	RETIREE INSURANCE	RETIREE INSURANCE	504.00
11/07/2022	21412	RETIREE INSURANCE	RETIREE INSURANCE	9,269.03
11/07/2022	21413	RETIREE INSURANCE	RETIREE INSURANCE	3,024.00
Nov 2 - 7, 22				<u>83,526.46</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: Revolving Cash Report No. #2

DATE: November 17, 2022

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing identifies payments made from the Revolving Cash Fund during the period of October 4, 2022 to November 7, 2022.

INFORMATION:

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

PGUSD
2022-23 BOARD REPORT # 2 REVOLVING CASH

October 4, 2022 - November 7, 2022

Date	Num	Name	Account	Amount
Oct 4 - Nov 7, 22				
10/14/2022		DEPOSIT	none	750.74
10/17/2022		ANALYSIS CHARGE	BANK FEE	-522.03
				<hr/>
Oct 4 - Nov 7, 22				228.71
				<hr/> <hr/>

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

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

SUBJECT: Warrant Schedule 649

DATE: November 17, 2022

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

RECOMMENDATION:

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

BACKGROUND:

The attached listing of warrants identifies payments made by the District during the noted time period from October 01, 2022 through October 31, 2022.

INFORMATION:

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

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

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

649

October 2022

WARRANTS - PAYROLL

Certificated	Manual	10/05/22	\$	-
	Supp	10/07/22	\$	38,442.38
	Manual	10/14/22	\$	-
	Regular	10/31/22	\$	1,898,890.35
<u>Total Certificated</u>			\$	<u>1,937,332.73</u>
Classified	Manual	10/05/22	\$	-
	Supp	10/07/22	\$	5,066.18
	Manual	10/14/22	\$	-
	Regular	10/31/22	\$	782,442.78
<u>Total Classified</u>			\$	<u>787,508.96</u>
Other	Manual	10/05/22	\$	-
	Supp	10/07/22	\$	-
	Manual	10/14/22	\$	-
	Regular	10/31/22	\$	-
<u>Total Other</u>			\$	<u>-</u>
<u>TOTAL PAYROLL</u>			\$	<u>2,724,841.69</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12720790-12720840	04600000372-04600000376	10/06/22	\$	224,989.69
12722144-12722168	04600000377-04600000385	10/13/22	\$	132,857.68
12723331-12723347	04600000386-	10/20/22	\$	46,145.84
12725254-12725298	04600000387-04600000391	10/27/22	\$	170,366.10
<u>TOTAL ACCOUNTS PAYABLE</u>			\$	<u>574,359.31</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: Contract for Services with Joyful Parenting Coaching

DATE: November 17, 2022

PERSON(S) RESPONSIBLE: Barbara Martinez, Pacific Grove Adult School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Elisabeth Stitt of Joyful Parenting Coaching as part of Pacific Grove Adult Education (PGAE) Parent Education to Support Student Success Program.

BACKGROUND:

Pacific Grove Adult Education provides Parent Education for Student Support workshops and classes for families living within the Monterey Peninsula. Over the past several years, PGAE has partnered with all district sites to provide parenting workshops and discussions suitable for their child's unique developmental age from birth through high school. Our goal is to continue to provide parents the support they need to help their children be academically and socially/emotionally successful in school.

INFORMATION:

Elisabeth Stitt is a veteran teacher of 25 year (in Morgan Hill and then Redwood City), award-winning parent educator, author of [Parenting as a Second Language](#), and a **2021 [Coachfoundation.com](#) Coach of the Year winner**. She founded [Joyful Parenting Coaching](#) to give parents the skills they need to create harmonious homes. With over 50,000 hours working with youths, Elisabeth has seen it all: all kinds of kids, all kinds of parents. Through her talks, workshops and webinars, Elisabeth brings her warmth and wisdom to parents all over the world.

Joyful Parenting Coaching will provide five 60-minute parenting workshops for middle school parents. These in-person workshops will be scheduled between December 2022-April 2023 and will be held at Pacific Grove Middle School. Middle School parents face the unique challenge of making the shift from parenting little children to parenting emerging teens. At the same time, there are many fewer resources available for students in these in between years.

With a combination of discussion and interactive exercises, Elisabeth Stitt will provide middle school parents the skills they need to deepen their relationships with their students and support them in becoming more independent learners who take responsibility for themselves.

FISCAL IMPACT:

Not to exceed \$1,500 funded out of the Adult Education budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Elisabeth Stitt of Joyful Parenting Coaching

SITE/DEPARTMENT Pacific Grove Adult Education

SUBMITTED BY Barbara Martinez

FUNDING SOURCE Adult Education

AGREEMENT TOTAL AMOUNT \$1,500

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Elisabeth Stitt of Joyful Parenting Coaching ("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 Educator**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: parent education workshop.
2. **Term.** Consultant shall commence providing services under this Agreement on 12/1/2022, and will diligently perform as required and complete performance by 4/30/2023.
3. **Compensation.** District agrees to pay \$1,500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **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: Joshua Jorn
Assistant Superintendent/CBO

Name: Elisabeth Stitt of Joyful Parenting Coaching
Address: 1215 Aguajito Road
City/State/Zip: Monterey, CA 93940
Business Phone: (650) 248-8916
Email (Optional): elisabeth@elisabethstitt.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)
 - ☒ N/A (no direct contact with students)

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

☒ W-9 Form

24. **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.*

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)

Consultant

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

Signature: Barbara Martinez

Name: Barbara Martinez

Title: Adult Education Principal

Date: November 7, 2022

Signature: Elisabeth Stitt

Name: Elisabeth Stitt

Date: November 7, 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

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

SUBJECT: Contract for Services with iHeart Media, Inc.

DATE: November 17, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Pacific Grove Adult Education (PGAE) and iHeart Media, Inc. to expand PGAE media coverage in order to increase enrollment in our English as a Second Language, High School Diploma/High School Equivalency, Parent Education and Career Pathway programs.

BACKGROUND:

This contract with iHeart Media includes radio ads aired on two local iHeart affiliates, La Preciosa (100.7FM and KDON (102.5FM), over a two-week period, 12/5/2022 to 12/18/2022.

INFORMATION:.

Results from the Monterey Peninsula Adult Education Consortium (MPAEC) comprehensive community survey indicated a high need for Career Pathway classes, High School Diploma and English as a Second Language classes for Spanish speaking students. Our goal is to increase media presence that provides basic information about our programs to those who otherwise would not know about or how to obtain our services. We also want to increase enrollment that was lost due to Covid. We feel that the radio ads will be an effective way to spread the word that PGAE is back to full, in-class programming and that the campus is a safe and healthy environment for learning.

iHeart affiliate KDON (102.5FM) is the Central Coast's #1 hit music station, and it's top 40 format ensures a wide and diverse demographic of people and ages. Our radio ad will have an estimated reach of 85,000 listeners over the two-week period. The other affiliate La Preciosa (100.7FM) is the most listened to Spanish-speaking radio station in the Monterey Bay/Salinas area. La Preciosa broadcasts reach the Latino Spanish-speaking demographic, a demographic identified as underserved by the Monterey Adult Education Consortium. It is estimated that our ad will be heard by 25,000 listeners over the same two-week period.

FISCAL IMPACT:

\$4,000 for 115 radio slots ranging from December 5-18, 2022
Funded by the Adult Education budget

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT iHeart Media, Inc.

SITE/DEPARTMENT Pacific Grove Adult School

SUBMITTED BY Eric Saavedra

FUNDING SOURCE 11-6391-0-4110-2700-5800-00-008-7200-0000

AGREEMENT TOTAL AMOUNT \$4,000

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 iHeart Media, Inc. ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services 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 marketer for adult school programs and services on radio. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: provide radio content and time slots for adult school marketing on local radio station.
2. **Term.** Consultant shall commence providing services under this Agreement on 12/5/2022, and will diligently perform as required and complete performance by 12/18/2022.
3. **Compensation.** District agrees to pay \$4,000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$4,000 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

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

Consultant

Name: iHeart Media, Inc.
 Address: 9549 Kroger Blvd. N. Suite 200
 City/State/Zip: : 9549 Kroger Blvd. N. Suite 200
 Business Phone: 727-310-2590
 Email: raymondrohrer@iheartmedia.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)
 - ☒ N/A (no direct contact with students)

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

☒ W-9 Form

24. **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.*

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: Adult School Coordinator

Date: _____

Consultant

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

DocuSigned by:
Signature: Ray Rohrer
CD77896BECB4485...
Name: Ray Rohrer

Date: 11/4/2022

Human Resources

(Signed **AFTER** Board approval)

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

Signature _____ Date _____

Director of Human Resources

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

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

SUBJECT: Pacific Grove Middle School Woodshop Surplus Items

DATE: November 17, 2022

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

RECOMMENDATION:

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

BACKGROUND:

This equipment is outdated, damaged or obsolete.

INFORMATION:

In our efforts to maintain an accurate inventory we are seeking Board approval to surplus the listed items. These items will either be donated or disposed of in accordance with Board Policy (BP) and Administrative Regulation (AR) 3270 and Ed Code 39521.

FISCAL IMPACT:

No Fiscal impact.

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
7 Study Carrels	no longer needed	yes	unknown	Student desk	n/a	n/a
5 file cabinets	no longer needed	yes	unknown	filing	n/a	n/a
Wheelchair	broken	no	unknown	transport	n/a	n/a
3 circular tables	no longer needed	yes	unknown	student desk	n/a	n/a
2 large square wood working tables	no woodshop class	yes	unknown	wood working	n/a	n/a
4 pulldown screens	no longer needed	no	unknown	presentation	n/a	n/a
46 plastic/metal chairs	broken/unnecessary	some	unknown	seating	n/a	n/a
Various woodworking tools	no woodshop class	yes	unknown	woodworking	n/a	n/a
specimen cabinet	unsafe	no	unknown	science class	n/a	n/a
2 Portable projection screens	no longer needed	probably	2006	presentation	T 31159, T31158	n/a
6 Boxes of old CB chargers	no longer needed	yes	2015	charging	n/a	n/a
1 Smartboard	no longer needed	yes	2010	presentation	n/a	n/a
16 handsaws	no longer needed	yes	unknown	wood working	n/a	n/a
7 marking gauges	no longer needed	yes	unknown	wood working	n/a	n/a
35 files	no longer needed	yes	unknown	wood working	n/a	n/a
196 woodworking books/magazines	no longer needed	yes	unknown	wood working	n/a	n/a
15 hammers	no longer needed	yes	unknown	wood working	n/a	n/a
20 hand routers	no longer needed	yes	unknown	wood working	n/a	n/a
20 screwdrivers	no longer needed	yes	unknown	wood working	n/a	n/a
115 nuts/bolts/washers	no longer needed	yes	unknown	wood working	n/a	n/a
1 drill press	no longer needed	yes	unknown	wood working	n/a	n/a
1 jigsaw	no longer needed	yes	unknown	wood working	n/a	n/a
2 lathes	no longer needed	yes	unknown	wood working	n/a	n/a
13 drill bits	no longer needed	yes	unknown	wood working	n/a	n/a
1 dust collector	no longer needed	yes	unknown	wood working	n/a	n/a
1 table saw	no longer needed	yes	unknown	wood working	n/a	n/a

Pacific Grove Unified School District

School/Site _____ Page 1 of 1

ELECTRONIC EQUIPMENT TO BE DISCARDED

Regular Board Meeting of November 17, 2022

PRINT NAME OF PERSON COMPLETING FORM

ADMINISTRATOR’S SIGNATURE

DATE

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

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

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

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

SUBJECT: Contract with Psyched Services for Board Certified Behavior Analyst

DATE: November 17, 2022

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Psyched Services to provide Board Certified Behavior Analyst (BCBA) services.

BACKGROUND:

A student on an Individualized Education Plan (IEP) requires a Functional Behavior Assessment (FBA) as per the student's IEP team. The district will enter into a contract for services with Psyched to provide a Board Certified Behavior Analyst (BCBA) to conduct the FBA.

INFORMATION:

Some students manifest behaviors associated with their disability that intrude upon their ability to access their education and may intrude upon the learning of others. A Functional Behavior Assessment provides information to the classroom team and IEP team members on strategies to best support the student. A BCBA possesses the certification to conduct an FBA and create a Behavior Support Plan. This contract will fund the FBA, the BIP, and the presentation of the FBA report to the IEP team. Psyched personnel have a DOJ Livescan background check and fingerprinting. Documentation of such will be provided to the district prior to the commencement of services.

FISCAL IMPACT:

\$6,500 not previously budgeted.
Funding source: Learning Recovery

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Psyched Services

SITE/DEPARTMENT Student Services

SUBMITTED BY Clare Davies, Director of Student Services

FUNDING SOURCE 01-6537-0-5760-1110-5800-00-000-2440-0740

AGREEMENT TOTAL AMOUNT \$6,500

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Psyched Services ("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 Board Certified Behavior Analyst. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: conducting a Functional Behavior Assessment (FBA), resulting in a FBA report, a Behavior Intervention Plan and attendance at IEP meeting.
2. **Term.** Consultant shall commence providing services under this Agreement on 11/18/2022, and will diligently perform as required and complete performance by 5/26/2023.
3. **Compensation.** District agrees to pay \$6,500 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$6,500 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **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: Joshua Jorn
Assistant Superintendent/CBO

Name: Psyched Services
Address: 533 Airport Blvd. Suite 400
City/State/Zip: Burlingame, CA 94010
Business Phone: 650-427-0110
Email (Optional): julie@psychedservices.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)
 - ☐ N/A (no direct contact with students)

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

☒ W-9 Form

24. **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.*

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: Clare Davies, Director of Student Services

Title: Director of Student Services

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

- ☐ 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: November 17, 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: Expenditure and Program Plan for Expanded Learning Opportunities Program

DATE: November 17, 2022

PERSON RESPONSIBLE: Joshua Jorn, Assistant Superintendent for Business Services

RECOMMENDATION:

The Administration recommends that the Board review and approve the attached plan for expenditure of funds for the Expanded Learning Opportunities Program (ELOP).

BACKGROUND:

On June 30, 2022, Governor Newsom signed the 2022-23 State Budget into law. The final Budget consists of \$242.2 billion in General Fund resources with a \$7.8 billion projected surplus. Included in the final state Budget are one-time funds such as the Expanded Learning Opportunities Program (ELOP).

INFORMATION:

The carryover actuals for Pacific Grove USD from FY 21-22 is \$145,398.

The estimated apportionment for Pacific Grove USD for FY 22-23 is \$340,133

The total expenditure plan proposed for adoption by the Board of Trustees is \$485,531

The allowable use of funds:

- Expanded learning opportunity programs to all pupils in classroom-based instructional programs in grades TK-6, and
- Shall ensure that access is provided to any pupil whose parent or guardian requests their placement in a program
- LEAs with a UPP less than 75% that receive the lower funding amount shall offer and provide access to the program to all unduplicated students in grades TK-6 that request it
- On school days, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, lunch, and recess, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day
- For at least 30 non-school days, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day

The Management Team has met to review the attached spending plan

The Board of Trustees must approve an expenditure plan at a public meeting. If the expenditure plan needs to be amended, a revised spending plan can be presented to the Board of Trustees at a future meeting.

FISCAL IMPACT:

The estimated revenue of \$485,531 which CDE has granted a Resource code of 2600

Expanded Learning Opportunities Program Plan Guide

Pacific Grove Unified School District

Prepared by:

Pacific Grove Unified School District
435 Hillcrest Avenue
Pacific Grove, CA 93950



This Program Plan Template Guide is required by California *Education Code (EC)* Section 46120(b)(2)

Expanded Learning Opportunities Program Plan Guide

Name of Local Educational Agency and Expanded Learning Opportunities Program Site(s)

Local Educational Agency (LEA) Name: _____

Contact Name: _____

Contact Email: _____

Contact Phone: _____

Instructions: Please list the school sites that your LEA selected to operate the Expanded Learning Opportunities Program (ELO-P). Add additional rows as needed.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

Purpose

This template will aid LEAs in the development of a program plan as required by *EC* Section 46120(b)(2). In this program plan, LEAs will describe program activities that support the whole child, and students' Social and Emotional Learning (SEL) and development.

Definitions

"Expanded learning" means before school, after school, summer, or intersession learning programs that focus on developing the academic, social, emotional, and physical needs and interests of pupils through hands-on, engaging learning

Expanded Learning Opportunities Program Plan Guide

experiences. It is the intent of the Legislature that expanded learning programs are pupil-centered, results driven, include community partners, and complement, but do not replicate, learning activities in the regular school day and school year. (*EC* Section 8482.1[a])

“Expanded learning opportunities” has the same meaning as “expanded learning” as defined in *EC* Section 8482.1. “Expanded learning opportunities” does not mean an extension of instructional time, but rather, opportunities to engage pupils in enrichment, play, nutrition, and other developmentally appropriate activities. (*EC* Section 46120[e][1])

Instructions

This Program Plan needs to be approved by the LEA’s Governing Board in a public meeting and posted on the LEA’s website.

The program plan template guide is considered a living document that is periodically reviewed and adjusted to reflect the needs of the community, updates in the law, and to provide continuous improvement in the development of an effective ELO-P.

The LEA is responsible for creating, reviewing, and updating the program plan every three years in accordance with *EC* Section 8482.3(g)(1). LEAs are encouraged to work collaboratively with partners and staff to develop and review the program plan. The LEA is responsible for the plan and the oversight of any community partners or subcontractors. The LEA should include any partners in the development and review of the plan. It is recommended that the plan be reviewed annually.

The Expanded Learning Division adopted the *Quality Standards for Expanded Learning in California* (Quality Standards) and introduced requirements for Continuous Quality Improvement (CQI) to help programs engage in reflection and be intentional about program management practices and activities delivered to students. To create the program plan, provide a narrative description in response to the prompts listed under each Quality Standard below. The LEA may customize and include additional prompts, such as describing SEL activities, or refining the plan. In addition to the narrative response, it may be useful to include tables, charts, or other visual representations that contribute to the understanding of the ELO-P. LEAs are encouraged to download and reference the Quality Standards in order to provide ongoing improvements to the program. The Quality Standards can be found on the California Department of Education’s (CDE) Quality Standards and CQI web page, located at <https://www.cde.ca.gov/ls/ex/qualstandcqi.asp>.

Expanded Learning Opportunities Program Plan Guide

1—Safe and Supportive Environment

2—Active and Engaged Learning

Expanded Learning Opportunities Program Plan Guide

3—Skill Building

4—Youth Voice and Leadership

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5—Healthy Choices and Behaviors

6—Diversity, Access, and Equity

Expanded Learning Opportunities Program Plan Guide

7—Quality Staff

8—Clear Vision, Mission, and Purpose

Expanded Learning Opportunities Program Plan Guide

9—Collaborative Partnerships

10—Continuous Quality Improvement

Expanded Learning Opportunities Program Plan Guide

11—Program Management

General Questions

Existing After School Education and Safety (ASES) and 21st Community Learning Centers (21st CCLC) Elementary and Middle School grantees.

ASES, 21st CCLC Elementary/Middle School, and the ELO-P should be considered a single, comprehensive program. In coordinating all these funding streams to move towards a single program, the expectation is that the most stringent requirements will be adopted for program guidance. If one or both grants are held, please describe how the ELO-P funding will be used to create one comprehensive and universal Expanded Learning Program.

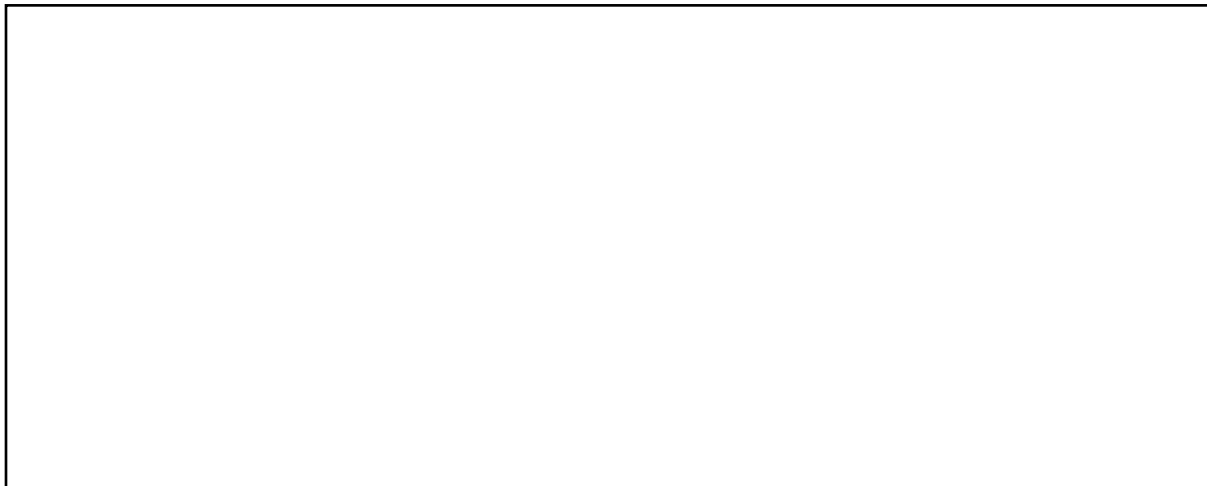
Expanded Learning Opportunities Program Plan Guide

Transitional Kindergarten and Kindergarten

Programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1. (*EC* Section 46120[b][2][D]). Please address the proposed schedule and plan for recruiting and preparing staff to work in the program, including supporting them to understand how to work with younger children. How will the lower pupil-to-staff ratio be maintained? How will the curriculum and program be developmentally-informed to address this younger age group?

Sample Program Schedule

Please submit a sample program schedule that describes how the ELO-P or other fund sources, including the California State Preschool Program for children enrolled in transitional kindergarten or kindergarten, will be combined with the instructional day to create a minimum of nine hours per day of programming (instructional day plus ELO-P or other supports). Also, submit a sample schedule for a minimum nine-hour summer or intersession day.



Expanded Learning Opportunities Program Plan Guide

Below are additional legal requirements for the ELO-P. Please ensure your Program Plan meets all of these legal requirements:

EC Section 46120(b)(2):

[LEAs] operating expanded learning opportunities programs may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple school sites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on the following;

(2) [LEAs] operating expanded learning opportunity programs pursuant to this section may operate a before school component of a program, an after school component of a program, or both the before and after school components of a program, on one or multiple schoolsites, and shall comply with subdivisions (c), (d), and (g) of Section 8482.3, including the development of a program plan based on all of the following:

(A) The department's guidance.

(B) Section 8482.6.

(C) Paragraphs (1) to (9), inclusive, and paragraph (12) of subdivision (c) of Section 8483.3.

(D) Section 8483.4, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 46120(b)(1)(A):

On schooldays, as described in Section 46100 and Sections 46110 to 46119, inclusive, and days on which school is taught for the purpose of meeting the 175-instructional-day offering as described in Section 11960 of Title 5 of the California Code of Regulations, in-person before or after school expanded learning opportunities that, when added to daily instructional minutes, are no less than nine hours of combined instructional time and expanded learning opportunities per instructional day.

EC Section 46120(b)(1)(B):

For at least 30 nonschooldays, during intersessional periods, no less than nine hours of in-person expanded learning opportunities per day.

Expanded Learning Opportunities Program Plan Guide

EC Section 46120(b)(3):

[LEAs] shall prioritize services provided pursuant to this section at schoolsites in the lowest income communities, as determined by prior year percentages of pupils eligible for free and reduced-price meals, while maximizing the number of schools and neighborhoods with expanded learning opportunities programs across their attendance area.

EC Section 46120(b)(4):

[LEAs] may serve all pupils, including elementary, middle, and secondary school pupils, in expanded learning opportunity programs provided pursuant to this section.

EC Section 46120(b)(6):

[LEAs] are encouraged to collaborate with community-based organizations and childcare providers, especially those participating in state or federally subsidized childcare programs, to maximize the number of expanded learning opportunities programs offered across their attendance areas.

EC Section 46120(c):

A [LEA] shall be subject to the audit conducted pursuant to Section 41020 to determine compliance with subdivision (b).

EC Section 8482.3(d):

[LEAs] shall agree that snacks made available through a program shall conform to the nutrition standards in Article 2.5 (commencing with Section 49430) of Chapter 9 of Part 27 of Division 4 of Title 2.

[LEAs] shall agree that meals made available through a program shall conform to the nutrition standards of the United States Department of Agriculture's at-risk afterschool meal component of the Child and Adult Care Food Program (42 United States Code [U.S.C.] Section 1766).

EC Section 8482.6:

Every pupil attending a school operating a program . . . is eligible to participate in the program, subject to program capacity. A program established . . . may charge family fees. Programs that charge family fees shall waive the cost of these fees for pupils who are eligible for free or reduced-price meals, for a child that is a homeless youth, as defined by the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Section 11434a), or for a child who the program knows is in foster care. A program

Expanded Learning Opportunities Program Plan Guide

that charges family fees shall schedule fees on a sliding scale that considers family income and ability to pay.

EC sections 8483.4 and 46120(b)(2)(D):

The administrator of every program established pursuant to this article shall establish minimum qualifications for each staff position that, at a minimum, ensure that all staff members who directly supervise pupils meet the minimum qualifications for an instructional aide, pursuant to the policies of the school district. Selection of the program site supervisors shall be subject to the approval of the school site principal. The administrator shall also ensure that the program maintains a pupil-to-staff member ratio of no more than 20 to 1. All program staff and volunteers shall be subject to the health screening and fingerprint clearance requirements in current law and district policy for school personnel and volunteers in the school district, except that programs serving transitional kindergarten or kindergarten pupils shall maintain a pupil-to-staff member ratio of no more than 10 to 1.

EC Section 8482.3(c)(1)(A–B):

Each component of a program established pursuant to this article shall consist of the following two elements:

(A) An educational and literacy element in which tutoring or homework assistance is provided in one or more of the following areas: language arts, mathematics, history and social science, computer training, or science.

(B) An educational enrichment element that may include, but need not be limited to, fine arts, career technical education, recreation, physical fitness, and prevention activities.



PGUSD Elementary Before and After School Recreation Program Schedule

TK/K	
7 - 8:30 a.m.	BASRP
8:30-8:45 a.m.	Before school recess
8:45 - 2 p.m.	TK/K school day
2 - 6 p.m.	BASRP
Total Time	11 hours
Grades 1-5	
7-8:30 a.m.	BASRP
8:30-8:45 a.m.	Before school recess
8:45-3:10 p.m.	Grades 1-5 school day
3:10-6 p.m.	BASRP
Total Time	11 hours



Summer 2022

The Pacific Grove Recreation Department is committed to providing a high-quality, full-day summer camp program that includes creative themes, crafts, sports, outdoor activities, walking field trips, special events and more.

Sample Schedule

8:00 am: Check-in

8:00 am-9:00 am: Board games/Independent craft options

9:00 am-9:15 am: Clean up

9:15 am-9:30 am: Staff introductions, camp expectations, overview of daily schedule

9:30 am-10:30 am: Group craft inside/Outdoor activities (group rotation)

10:35 am-10:45 am: Clean-up/Wash hands

10:45 am-11:15 am: Snack time

11:15 am-11:35 am: Wash hands/Pack for field trip*

11:35 am- 11:50 am: Walk to field trip location

11:50 am-12:15 pm: Field trip expectations/Lunch

12:15 pm-1:45 pm: Field trip activities

1:45 pm-2:00 pm: Pack up

2:00 pm-2:25 pm: Walk back to Youth Center

2:25 pm-2:45 pm: Snack

2:45 pm-3:15 pm: Invitation to Create

3:15 pm-4:00 pm: Board games

*The walking field trips include, but are not limited to: Caledonia Park, George Washington, Jewell Park, Pacific Grove Library, Robert Down Elementary Playground, and Stillwell Children's Pool.

Sample of weekly themes for Summer 2022: Summer Kick Off, Exploring Space, Super Science, Sports Adventure, Super Heros and Monster Mash.



The Wave Program of Pacific Grove Schedule Schedule

8:30	Drop Off
8:45-9:30	Tennis
9:35-10:20	Culinary
10:25-11:10	Basketball
11:15-Noon	Wrestling
12:15-1 p.m.	Lunch
1-1:45	Games
1:50-2:35	Volleyball
2:40-3:25	Baseball/Softball
3:30-4:15	Soccer
4:20-4:30	Camp meeting, dismissal

3. Expanded Learning Opportunities Program – ELOP					2600
ØEstimate:		\$340,133.00000	Preliminary		
https://www.sscal.com/catquest/expanded-learning-opportunities-program					
https://www.sscal.com/catquest/expanded-learning-opportunities-program					
21/22 Carryover		\$132,309.00	9791 Beg Bal		
		\$13,089.00	Final Apportionment 21/22		
22/23 Apportionment		\$340,133.00	\$102,040 Received July & August		
Total Allocation		\$485,531.00			
Funds received in 2021-22 must be spent by June 30, 2023. Funds received in 2022-23 must be spent by June 30, 2024.					
FY 22/23					
1	BASRP	Cover Deficit expenditures 22/23	\$145,398	21/22 Carryover	
	Staff/Materials/Supplies				
2	Other Summer Enrichment (a)	Contract Services			
	Student Fees Price Per Pupil	175 @ \$320 per pupil	\$56,000.00		
3	Other Summer Enrichment (b)	Contract Services	\$20,000		
	Student Fees Price Per Pupil	TBD			
4	WAVE Program - Summer Camp	Contract Services	\$22,000		
	Student Fees Price Per Pupil	175 Pupils - Donation \$125 per pupil			
5	PG City/Rec Dept- Summer Program	Contract Services	\$40,000		
	Student Fees Price Per Pupil				
6	Summer School Support	Salaries and bennefits	\$26,000.00		
FY 23/24					
1	BASRP	Cover Deficit expenditures 22/23	\$100,000		
	Staff/Materials/Supplies				
2	PG City/Rec Dept- Summer Program	Contract Services			
	Student Fees Price Per Pupil	175 @ \$320 per pupil	\$56,000.00		
3	Other Summer Enrichment (a)	Contract Services	\$20,000		
	Student Fees Price Per Pupil		\$485,531		

☒ 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: November 17, 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	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: Measure D Project Update to include a brief update of Maintenance, Operations, & Transportation.

DATE: November 17, 2022

PERSON(S) RESPONSIBLE: Jon Anderson, Director of Facilities and Transportation

RECOMMENDATION:

The District Administration recommends that the Board view the powerpoint presentation of Measure D funded projects recently completed.

BACKGROUND:

Interim Director of Maintenance, Operations, and Transportation coordinated several Measure D funded projects. Most of those projects are now substantially complete. However, there are many items from Series A that remain to be done.

Maintenance, Operations & Transportation quarterly briefing.

INFORMATION:

1. Measure D projects update.
2. Maintenance, Operations, & Transportation brief

FISCAL IMPACT:

Not applicable to this presentation

Presentation Brief :

Slide One Title:

Measure D Update. Series A year One & Two/MOT Brief

Slide Two: The Approach

How we plan to move Measure D forward

Slide Three: Series A Year One

Progress to date

Slide Four: Series A Year 2

Progress to date

Slide Five: Looking Ahead

Logical Approach to next phase

Slide Six: Maintenance Brief

Slide Seven: Transportation Brief

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

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

SUBJECT: Annual Disclosure of Workers' Compensation Liability

DATE: November 17, 2022

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

RECOMMENDATION:

The District Administration recommends that the Board review the attached annual disclosure by Monterey Educational Risk Management Authority (MERA) provided per Education Code Section 42141.

BACKGROUND:

The attached details MERMA's total assets, liabilities and net position.

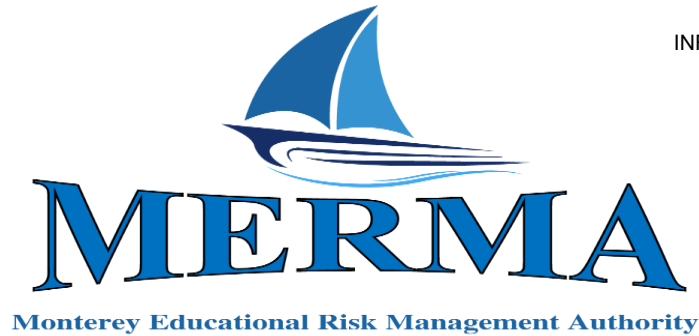
Under the provisions of Education Code 42141, the Superintendent is required to notify the Board of Trustees, on an annual basis, of any accrued unfunded liabilities in the Workers' Compensation Program. If there are any unfunded liabilities the Board of Trustees have the option to reserve District funds to cover the deficit.

Attached is a Memorandum from the Monterey Educational Risk Management Authority Joint Powers Authority (MERMA JPA), which shows that the JPA has sufficient reserves to enable the District to be in compliance with Education Code 42141 without setting aside a reserve.

Due to the positive net position for the JPA and since Pacific Grove Unified School District is a member of the JPA, no action is required for 2022-23.

FISCAL IMPACT:

No Fiscal impact.



P.O. Box 3320, Salinas, CA 93912
(831) 783-3300
www.merma.org

Memorandum

November 7, 2022

To: Superintendents of MERMA Member Districts
From: Marcus Beverly, Executive Director *MB*
Subject: Education Code Compliance Relating to Workers' Compensation

Education Code 42141 requires school districts and county offices of education to publicly disclose certain information that affects their financial status. This legislation requires the following public disclosure:

If a district is self-insured for workers' compensation claims, either as an individual district or as a member of a joint powers agency, the district superintendent shall annually provide information to the governing board regarding the estimated accrued but unfunded cost of those claims. The estimate is to be based on an actuarial report obtained at least every three years. The information shall be presented by the superintendent at a public meeting of the governing board, and at that same meeting the board shall disclose, as a separate agenda item, whether or not it will reserve a sufficient amount of money in its budget to fund the present value of the accrued but unpaid workers' compensation claims or it is otherwise decreasing the amount in its workers' compensation reserve fund. The board will annually certify to the county superintendent the amount of money, if any, that is has decided to reserve in its budget for the cost of the benefits and/or the claims, and submit any necessary budget revisions to account for that reserve.

MERMA annually contracts with Bickmore Risk Services to conduct an actuarial study to estimate the JPA's outstanding liabilities. Based on the actuary's projections, MERMA's financial position as of June 30, 2022, is as follows:

Total Assets:	\$48,969,781
<u>Total Liabilities:</u>	<u>\$15,805,992</u>
Net Position:	\$33,163,789

I am pleased to report that the MERMA Workers' Compensation JPA has a positive ending Net Position financial position. **The ending balance includes sufficient reserves to enable each MERMA district to be in full compliance with the workers' compensation portion of Education Code 42141 without making any excess contributions to MERMA.**

Please share this information with your governing board and retain a copy of this memorandum for your district's auditors, confirming that your district is in compliance with the workers' compensation portion of Education Code 42141.

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

SUBJECT: Future Agenda Items

DATE: November 17, 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 November 17, 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 16, 2022: Discuss proposal of skatepark in Pacific Grove (Feb 2023)
- Added October 6, 2022: Discuss housing on PGUSD property

- Added November 10, 2022: Examine District fee schedule (Feb 2023)
- Added November 10, 2022: Presentation on current professional development opportunities for special education staff