

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, JANUARY 19, 2023**

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: January 19, 2023
TIME: 5:00 p.m. Closed Session
6:30 p.m. Open Session
LOCATION: IN PERSON
Pacific Grove Unified School District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

Trustees
*Carolyn Swanson, President
Jennifer McNary, Vice President
Dr. Elliott Hazen
Laura Ottmar
Brian Swanson
Rey Avila, Student Representative*

VIRTUAL ZOOM MEETING

Join Zoom Meeting

<https://pgusd.zoom.us/j/83730293754?pwd=OVlVRWladFdrZTVCT3lFYUhKVjJKQT09>

Meeting ID: 837 3029 3754

Passcode: 472104

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/83730293754?pwd=OVlVRWladFdrZTVCT3lFYUhKVjJKQT09>

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: _____

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II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. 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]
5. Superintendent Goals review

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)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]
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]
5. Superintendent Goals review

B. Pledge of Allegiance

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

VI. CONSENT AGENDA

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

- A. Minutes of December 15, 2022 Board Meeting 9
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Minutes of January 5, 2023 Board Meeting 18
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- C. Certificated Assignment Order #10 26
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #10.
- D. Classified Assignment Order #10 28
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #10.
- E. Acceptance of Donations 30
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- F. Cash Receipts No. 10 31
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.

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- G. Warrant Schedule No. 651 33
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.
- H. Out of County or Overnight Activities 35
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve or receive the request as presented.
- I. Contract for Services with Idea Architects- Douglas Abrams 42
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review and approve the contract for services with Idea Architects and its founder author Douglas Abrams.
- J. Contract for Services with Procare's SchoolCare Works 48
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends the Board Review and approve the 2023-24 contract for Services with Procare's SchoolCare Works and Pacific Grove Unified School District (PGUSD).
- K. Forest Grove Elementary School Surplus Items 54
Recommendation: (Irene Preciado, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve the list of surplus materials and furniture for discard from Forest Grove Elementary School.
- L. Contract for Services with Playworks Education 56
Recommendation: (Irene Preciado, Forest Grove Elementary School Principal) The District Administration recommends the Board review and approve the contract for services with Playworks Education at Forest Grove Elementary School.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

VII. ACTION/DISCUSSION

- A. District Update on Response to COVID-19 83
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: _____

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- B. Ratification of Contract for Services with Pedro Torres 84
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and ratify the contract for services with Pedro Torres for referee services at Pacific Grove Middle School (PGMS) 6th grade basketball games.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- C. Ratification of Contract for Services with Monterey Peninsula Engineering for Emergency Water Line Repair at the District Office 90
Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify the contract for services with Monterey Peninsula Engineering for emergency water line repair at the District Office.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- D. Ratification of Contract for Services with Monterey Peninsula Engineering for Emergency Storm Drain Repairs at Pacific Grove High School 96
Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify the Ratification contract for services with Monterey Peninsula Engineering for emergency storm drain repairs at Pacific Grove High School.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- E. Ratification of Contract for Services with Tope's Tree Service for Emergency Tree Removal at Forest Grove Elementary School 102
Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify the ratification of contract for services with Tope's Tree Service for emergency tree removal at Forest Grove Elementary School.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____
- F. Ratification of Contract for Services with Topes Tree Service for Emergency Tree Removal at Robert Down Elementary School and Pacific Grove High School 108
Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify the contract for services with Topes Tree Service for emergency tree removal at Robert Down Elementary School and Pacific Grove High School.
- Board Comments/Questions:
 - Public Comment:
 - Move: _____ Second: _____ Vote: _____

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- G. Ratification of Contract for Services with Topes Tree Service for Emergency Tree Removal at Pacific Grove High School 114

Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify the contract for services with Topes Tree Service for emergency tree removal at Pacific Grove High School.

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

- H. Ratification of Contract for Services with Topes Tree Service for Emergency Tree Removal at the Pacific Grove Adult School 120

Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify ratification of contract for services with Topes Tree Service for emergency tree removal at the Pacific Grove Adult School.

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

- I. Ratification of Contract for Services with Pacific Coast Tree Service for Emergency Tree Removal at the District Office 126

Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify the ratification of contract for services with Pacific Coast Tree Service for emergency tree removal at the District Office.

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

- J. Ratification of Contract for Services with Pacific Coast Tree Service for Emergency Tree Removal at Pacific Grove High School 132

Recommendation: (Jon Anderson, Director of Facilities and Transportation) The District Administration recommends that the Board review and ratify the contract for services with Pacific Coast Tree Service for emergency tree removal at Pacific Grove High School.

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

- K. Board Member Travel Conference 138

Recommendation: (Ralph Gómez Porras, Superintendent) Board President Carolyn Swanson would like the Board to discuss and approve her attending the Coast2Coast California School Board Association Federal Advocacy Trip to Washington, D.C.

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

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- L. First and/or Final Read of New Board Bylaw Exhibit 9322 Agenda/Meeting Materials 140
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends the Board review and approve the new Board Bylaw Exhibit 9322 Agenda/Meeting Materials regarding placing an item on an agenda.

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

- M. Board Calendar/Future Meetings 147
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. Special Board Meeting Planning 150
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends the Board discuss Special Board Meetings.

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

- B. Board Agenda Format Regarding Land Management Acknowledgement 152
Recommendation: (Ralph Gómez Porras, Superintendent) The Board will discuss adding a Land Acknowledgement to the Board agenda and opening remarks of Board meetings.

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

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C. Future Agenda Items

153

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 (TBA)
- Added May 19, 2022: Teacher of the Year Recognition (TBA)
- 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 (TBA)
- Added November 17, 2022: California Healthy Kids Survey Presentation (TBA)

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

IX. ADJOURNMENT

Next regular Board meeting: February 2, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular and Organizational Meeting of December 15, 2022 – District Office

I. OPENED BUSINESS

A. Called to Order 6:32 p.m.

B. Roll Call

Trustee(s) Present: Dr. Elliott Hazen (EH)
 Trustee Jennifer McNary (JM)
 Trustee Laura Ottmar (LO)
 Trustee Brian Swanson (BS)
 Trustee Carolyn Swanson (CS)

Trustee(s) Virtual At Alternate Location: N/A

Administration Present: Superintendent Porras
 Asst. Superintendent Jorn

Board Recorder: Mandi Ackerman

Student Board Member: Rey Avila

C. Adopted Agenda

- Public comment: none
- MOTION BS/EH to adopt agenda as presented.
- Motion CARRIED by vote 5 – 0

D. Pledge of Allegiance lead by former Trustee Cristy Dawson

II. ANNUAL ORGANIZATIONAL MEETING

A. Administer Oath of Office by County Superintendent Dr. Deneen Guss

The Oath was administered to Dr. Elliott Hazen, Jennifer McNary and Laura Ottmar.

B. Election of President to Serve for One-Year Period

Trustee Laura Ottmar nominated Trustee Carolyn Swanson.
 Trustee Brian Swanson nominated self.

The Board voted in alphabetical order:
 Motion DID NOT PASS to elect Trustee Brian Swanson as President.

Motion CARRIED by vote 3 to elect Trustee Carolyn Swanson as President to serve for one-year period.

C. Election of Vice-President/Clerk to Serve for One-Year Period

Trustee Brian Swanson nominated self for Vice President/Clerk.

Trustee Laura Ottmar nominated Jennifer McNary.

The Board voted in alphabetical order:

Motion CARRIED by vote 3 to elect Trustee Jennifer McNary as Vice President/Clerk to serve for one-year period.

D. Determination of Dates, Time and Location of Regular Meetings

Board of Education set the 1st and 3rd Thursdays of each month as Regular Board meetings. Meetings will be held at 6:30 p.m. at the District Office Board Room.

The Board discussed two Board meetings per month, directed Administration to pull policy and discuss as a Board at a future meeting.

- Public comment: None
- MOTION JM/BS to adopt set the Board meetings on the 1st and 3rd Thursday of each month, at 6:30 p.m. at the District Office Board Room.
- Motion CARRIED by vote 5 – 0

E. Adoption of Resolution No. 1098 Designating Authorized Agents to Sign School Orders

- Public comment: None
- MOTION EH/CS to adopt Resolution No. 1098 Designating Authorized Agents to Sign School Orders.
- Motion CARRIED by roll call vote 5 – 0

F. Designation of Committee Representatives

Superintendent Porras, former Trustee Cristy Dawson, and County Superintendent Dr. Deneen Guss provided more information regarding the two committees.

- Public comment: None
- MOTION CS/JM to elect Carolyn Swanson as the Monterey County School Board Executive Committee Liaison, and Brian Swanson as the alternate; and to elect Brian Swanson as the Community Human Services Liaison and Jennifer McNary as the alternate.
- Motion CARRIED by vote 5 – 0

III. HONORING PAST SERVICE

The Superintendent and Board honored past service of Cristy Dawson, John Paff, and Frank Rivera.

Public Comment:

Henrietta Rivera said she was so proud of her son Dr. Rivera, and said he always leads with his heart.

Amy Ramos thanked Dr. Rivera for his sacrifice.

Dr. Rivera's wife spoke about her husband, his heart and patience, and kindness, and noted it was a loss for the District, for the teachers and for the students that Dr. Rivera was no longer on the Board.

Robert Down Elementary School Teacher Steve Ibrahim thanked Dr. Rivera for all he has done and for always putting the students first.

Mrs. Ramon thanked Trustee Paff for his service and for all his knowledge, wit, drive and passion.

Robert Down Elementary School Principal Sean Keller thanked Trustee Paff, and noted on a personal level he was a great friend.

Tom thanked the District for giving him his wife Trustee Cristy Dawson back, recognized her remarkable career.

Director of Curriculum and Special Projects Buck Roggeman acknowledged the three outgoing Trustees and said they always supported the Administration, provided service to the staff and families.

Mr. Rathjen, son of Trustee Cristy Dawson, said he was so proud of his mom and wished he could be at the meeting and wanted her to know he loved her and 'go 49ers'.

Robert Down Elementary School Teacher Steve Ibrahim said the outgoing Trustees always put the students first.

The Board took a brief recess following the recognition.

II. CLOSED SESSION

A. Identified Closed Session Topics

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

None.

C. Adjourned to Closed Session

III. RECONVENED IN OPEN SESSION

A. Reported action taken in Closed Session:

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

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]
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]

VI. COMMUNICATIONS

A. Written Communication

CS received one communication regarding a staff member and one communication regarding traffic safety.

B. Board Member Comments

CS spoke about the Board attending California School Board Association annual trade show and conference, noting the Board is very fortunate and the conference was valuable, hoped to debrief.

CS noted a lockdown is the highest level of security in a school, hoped the new Safety Director would bring forward a safety audit, ensure the sites have proper supplies and cameras working, etc.

CS attended the City of Pacific Grove Traffic Safety meeting and spoke about a possible crosswalk, sharing that her daughter Dorothy did her first public comment at that meeting.

LO said the California School Board Association conference was awesome, she learned a lot, would value a meeting of reflection; spoke about the lockdown nothing the debrief is important.

BS said the California School Board Association conference was the best ever; said he was in favor of examining the lockdown further, wondered how to do that on a community-wide level, wondered how to integrate the City and the Pacific Grove Police Department into a broader discussion and how to address the community as a whole.

EH echoed sentiments regarding the California School Board Association conference. Spoke about the holiday programs and acknowledged Mr. Masar, noted the band performance at Point Pinos and the sporting events.

JM supported a debrief of the California School Board Association conference, as the sessions were valuable.

C. Superintendent Report

Superintendent Porras wished families and staff a blessed and peaceful holiday, thanked all staff for their hard work, noted finals week at Pacific Grove High School. Superintendent Porras spoke about a lockdown in June 2022, and the plan for moving forward.

D. PGUSD Staff Comments (Non Agenda Items)

Director of Curriculum and Special Projects Buck Roggeman provided an update on the UPK and UTK report in the fall, nothing everything is as planned to expand the program; spoke about the California Dashboard and noted important student data for the LCAP; purchased Book of Joy for all staff.

Lauralea Gaona, Pacific Grove Teachers Association President, welcomed the new Trustees and noted the PGTA enjoys a healthy dialogue with the District.

VII. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

Mr. Gibbs is a grandfather in the District and expressed concerns regarding the California Healthy Kids Survey, noting sexual behavior and sexual knowledge questions. Asked the Board if parents are giving permission for their students to be surveyed and noted he felt the questions were inappropriate.

VIII. CONSENT AGENDA

- A. Minutes of November 10, 2022 Board Meeting
- B. Minutes of November 17, 2022 Board Meeting
- C. Certificated Assignment Order #8
- D. Classified Assignment Order #7
- E. Acceptance of Donations
- F. Cash Receipts #8
- G. Out of County or Overnight Activities
- H. Warrant Schedule 650
- I. Quarterly Report on Williams Uniform Complaints
- J. Contract for Services with George Rios
- K. Pacific Grove High School Surplus Items
- L. Pacific Grove High School Course Catalog for the 2023-24 School Year
- M. Amended Contract with Positive Behavior Supports Corp.
- N. Contract for Services with Play-Well TEKnologies for Elementary After School Enrichment (ASE) Program STEM LEGO class
- O. Contract for Services with All County Flooring

Board Comments/Questions:

- None

Public Comment:

- None

MOTION EH/BS to approve the consent agenda as presented.

Motion CARRIED by vote 5 – 0

IX. PUBLIC HEARING I/ ACTION/DICUSSION ITEM A

A. Public Hearing of California School Employees Association Sunshine List for 2022-23

Open Public Hearing 9:15 p.m. Close Public Hearing 9:18 p.m.

Superintendent Porras provided a brief explanation of a sunshine list.

A. Approval of California School Employees Association Sunshine List 2022-23

Board Comments/Questions:

- None

Public Comment:

- None

MOTION JM/CS to approve the California School Employees Association Sunshine List 2022-23.

Motion CARRIED by vote 5 – 0

X. PUBLIC HEARING I/ ACTION/DICUSSION ITEM A

B. Public Hearing of Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2022-23

Open Public Hearing 9:19 p.m. Close Public Hearing 9:20 p.m.

B. Approval of Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2022-23

Board Comments/Questions:

- None

Public Comment:

- None

MOTION CS/JM to approve the Pacific Grove Unified School District Classified Negotiations Sunshine Topics for 2022-23.

Motion CARRIED by vote 5 – 0

VII. ACTION/DISCUSSION

C. District Update on Response to COVID-19

Brief update provided by Superintendent Porras including tracking COVID cases, updated dashboard, seeing an increase in positivity cases in the community; COVID test kits being sent home with all students prior to Winter break.

Board Comments/Questions:

- LO asked about epi-pen doses, pediatric levels
- CS noted the US Postal Service is offering free rapid tests
- EH noted an uptick in colds and illnesses and said it would be nice to include this information in future updates

Public Comment:

- None

No action taken.

D. Approval of the 2022-23 First Interim Report

Assistant Superintendent Joshua Jorn presented information to the Board.

Board Comments/Questions:

- JM appreciated the simplicity of the pie charts, appreciated the recommendations
- LO appreciated the pie charts
- CS asked about the portables, spoke about the lease for the portables
- BS speaking about portables said it was nice to pay something off

Public Comment:

- Mr. Gibbs asked for raw numbers year over year, recommended one or two slides at the end of the presentation to put things in context or comparisons.
- Superintendent Porras noted the District budget is available on the website.
<https://www.pgusd.org/Departments/Business/Business-Documents/index.html>

MOTION CS/LO to approve the 2022-23 First Interim Report.

Motion CARRIED by vote 5 – 0

MOTION CS/LO to extend the meeting until 11:00 p.m.

Motion CARRIED by vote 5 – 0

E. Approval of Measure A (Ed Tech Bond) Education Technology Expenditures

Director of Education Technology Matthew Binder presented information to the Board.

Board Comments/Questions:

- EH asked about Adobe Licenses.
- JM spoke about the 3D printers for elementary schools, asked about security cameras.
- LO said she was glad to see the support for student safety

- BS appreciated the detail, vetted by the committee

Public Comment:

- None

MOTION EH/BS to approve Measure A (Ed Tech Bond) Education Technology Expenditures
Motion CARRIED by vote 5 – 0

F. Approval of Resolution # 1097 Authorizing State Preschool Contract

Assistant Superintendent Joshua Jorn presented a brief overview of the State Preschool.

Board Comments/Questions:

- None

Public Comment:

- None

MOTION BS/JM to approve Resolution # 1097 Authorizing State Preschool Contract.
Motion CARRIED by roll call vote 5 – 0

G. Board Calendar/Future Meetings

Board Comments/Questions:

- **CS to add Superintendent Goals mid-year progress report. Remove from October 6 and add to May 18.**

Public Comment:

- None

MOTION CS/JM to add the Superintendent Goals to the May 18 Board meeting and remove from the October 6 schedule.
Motion CARRIED by vote 4 – 1
Trustee Brian Swanson voted against.

XII. INFORMATION/DISCUSSION

A. Measure D Project Reprioritization

Director of Maintenance, Operations and Transportation Jon Anderson presented information to the Board.

Board Comments/Questions:

- The Board directed Administration to bring this item back on the Consent agenda on January 5, 2023.

Public Comment:

- Robin Pelc asked to prioritize upgrading the air quality, spoke about statistics on air quality and ventilation

- Lauralea Gaona thanked Director Anderson for all he is doing for the schools, noted she is an occupant of the O Wing and said the District has been putting band-aids on the problems, noted the heating and cooling system, the ceiling tiles, flooring, limited outlets, asked the Board to keep the buildings on the front burner.

B. Managing California School Board Association Policy Updates

Item moved to next Board meeting on January 5, 2023 due to time.

C. Special Education Contracts Update

Director of Student Services Clare Davies provided a brief update to the Board.

Board Comments/Questions:

- None

Public Comment:

- None

D. Review of Legal Fees for July 2022 through October 2022

Item moved to next Board meeting on January 5, 2023 due to time.

E. Future Agenda Items

- 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 17, 2022: California Healthy Kids Survey Presentation
- Added November 17, 2022: Board agenda, format, discussion
 - Added December 15, 2022: Review of Board Policy 9320 regarding Board meeting schedule
 - Added December 15, 2022: Board directed Administration to bring California School Board Association Annual Conference review under Information/Discussion at the next Board meeting on January 5, 2023

Public Comment:

- None

XIII. ADJOURNED

11:00 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Regular Meeting of January 5, 2023 – District Office

I. OPENED BUSINESS

A. Called to Order 5:31 p.m.

B. Roll Call

President:	Trustee Carolyn Swanson (CS)
Clerk:	Trustee Jennifer McNary (JM)
Trustee(s) Present:	Trustee Elliott Hazen (EH)
	Trustee Laura Ottmar (LO)
	Trustee Brian Swanson (BS)
Trustee(s) Virtual At Alternate Location:	N/A
Trustee(s) Absent:	N/A
Administration Present:	Superintendent Porras
	Asst. Superintendent Jorn
Board Recorder:	Mandi Ackerman
Student Board Member:	Absent

C. Adopted Agenda

Revisions include:

- Correction to document for Consent Item D Measure D Project Reprioritization to correct typo.
- Updated cover sheet for Action/Discussion Item A 2021-2022 District Financial Audit Report. Measures D and A Financial and Performance Audit Report will be presented at a future meeting.
- Updated cover sheet and supporting document for Information/Discussion Annual California Uniform Public Construction Cost Accounting (CUPCCA) List of Prequalified Contracts.
- Note- printed packets had formatting issues beginning on page 147. Electronic packet was not affected.

Public Comment:

None

MOTION EH/JM to adopt agenda as presented.
 Motion CARRIED by vote 5 – 0

II. CLOSED SESSION

A. Identified Closed Session Topics

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]
 5. Superintendent Goals review
- B. Public comment on Closed Session Topics
- None
- C. Adjourned to Closed Session 5:34 p.m.
- III. RECONVENED IN OPEN SESSION** 6:31 p.m.
- A. Reported action taken in Closed Session:
- For all items: Information was received, and direction was given. No Action taken.*
1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]
 2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2021-22 and 2022-2023 [Government Code § 3549.1 (d)]
 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]
 5. Superintendent Goals review
- The Board directed Administration to bring back the Superintendent Goals to closed session at the next Board meeting.
- B. Pledge of Allegiance

IV. COMMUNICATIONS

A. Written Communication

CS received an update regarding the Robert Down Elementary School crosswalk, and communication from Community Human Services asking for an update on the representatives from the District.

B. Board Member Comments

JM thanked Superintendent Porras, Assistant Superintendent Jorn and all staff for their hard work to keep schools open and safe during the storms, and for communicating with the Board; asked for associated costs due to the weather; asked about child care options for the February and Spring breaks for families.

LO thanked Administration for the work during the storms.

BS echoed sentiments regarding the weather; visited Robert Down Elementary School and noted the great exterior paint.

CS would like to see the District lead the way on universal dyslexia screenings for all students, suggested as possible future agenda item; offered Trustees to join the agenda review meetings in place of JM in order to learn the process; reminded the District of the Measure D presentations and asked them to get back on track monthly; asked about the solar discussion item.

EH thanked the District for the proactive actions during the storms; noted learning articles and importance of instilling learning in children.

C. Superintendent Report

Superintendent Porras thanked the staff for weather preparations, acknowledged Director of Maintenance, Operations and Transportation Jon Anderson for his department's hard work; noted the District may still have to look at potential closures but will always try not to close schools, making the best decisions for the safety of the students.

D. PGUSD Staff Comments (Non Agenda Items)

Robert Down Elementary School Principal Sean Keller noted the upcoming Dine out and Cocoa with Keller events.

Pacific Grove Middle School Principal Sean Roach noted the site was monitoring the weather for the upcoming Outdoor Science Camp, as well as delayed a parent event.

Robert Down Elementary School Teacher Erica Chavez asked that all District mass communications to staff also include stipend coaching positions.

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

None

VI. CONSENT AGENDA

- A. Certificated Assignment Order #9
- B. Classified Assignment Order #9
- C. Acceptance of Donations
- D. Cash Receipts No. #9
- E. Revolving Cash Report No. #2
- F. Contract for Services with Screenagers
- G. Measure D Project Reprioritization

Board Comments/Questions:

LO pulled item F, moved to Action/Discussion.

Public Comment:

None

MOTION CS/BS to approve the consent agenda A-E, G.
Motion CARRIED by vote 5 – 0

VII. ACTION/DISCUSSION

- F. Consent Item F- Contract for Services with Screenagers

Board Comment:

LO expressed concerns regarding fingerprinting, self-attestation and background.

Director II of Human Resources Billie Mankey and Assistant Superintendent Jorn responded to concerns.

Administration noted it would investigate the self-attestation and background concerns of the contract.

Public Comment:

None

MOTION LO/CS to approve the Contract for Services with Screenagers.
Motion CARRIED by vote 5 – 0

- A. 2021-2022 District Financial Audit Report

Ryan Zelinski of Eide Bailly presented information to the Board and answered questions.

Board Comment:

Board expressed concerns regarding Pacific Grove High School attendance reporting, Assistant Superintendent Jorn noted the process of reconciliation is in the works.

Public Comment:

None

MOTION CS/JM to approve the 2021-2022 District Financial Audit Report.

Motion CARRIED by vote 5 – 0

B. District Update on Response to COVID-19

Superintendent Porras noted COVID case numbers have been about the same, not many active cases in the District, more antigen test kits available, not many requests for tests, not many COVID related absences.

Board Comment:

None

Public Comment:

None

No action taken.

C. Review of Board Policy 9320 Regarding Board Meeting Schedule

Board Comment:

BS was not in favor of adding more meetings, if business is getting done, and the policy should reflect the schedule.

EH was not in favor of adding more meetings, recommended adding special meetings in advance on Board meeting calendar.

JM would love to conform to current policy, said the Board would be more efficient.

LO hoped for more productive and condensed meetings, noted families and staff are typically on vacation in July, was in favor of leaving the policy and Board meeting schedule as-is.

CS would like a Board meeting before school returns in August.

Superintendent Porras noted the wording ‘as adopted by the Board’ in the policy, noting it is not a violation of policy to only have one Board meeting or no Board meetings in a given month, as that would be considered a Board directive; provided background on why certain months only have one meeting such as February when agenda content tends to be light. The Board calendar the Board adopts at the meeting is the Board direction of meetings.

Public Comment:

Director of Curriculum Buck Roggeman noted it is important that staff and families are available to help inform the Board, and wanted to focus on the best way to serve students.

MOTION EH/LO to keep the Board policy 9320 as-is.

Motion CARRIED by vote 5 – 0

D. Board Calendar/Future Meetings

Board Comments:

EH asked about special Board meeting schedules.

Superintendent Porras noted certain items come up for Special Board meetings.

JM noted the California School Board Association Governance Calendar sample, offered to compare and contrast with the District Board calendar.

Public Comment:

Human Resources Personnel Specialist Angela Lippert noted HR is busy during the summer with onboarding and recruiting and said it was a busy time for staff.

No action taken.

VIII. INFORMATION/DISCUSSION

A. Managing California School Board Association Policy Updates

Superintendent Porras presented information to the Board regarding the policy updates from California School Board Association.

Board Comments/Questions:

CS asked other local school districts how the policy updates are managed, suggested forming a subcommittee.

JM was in favor of a subcommittee and volunteered to be on the committee.

LO, BS and EH all supposed the idea of a subcommittee.

Public Comment:

Beth Shammass said it is important for each Board member to update themselves on each policy, and schedule the time to read them. Shammass said she liked the idea of a subcommittee if it does not deter other Board members from familiarizing themselves with the policies.

MOTION CS/EH to initiate a subcommittee with 2 Board members max to review CSBA quarterly updates to Board policy within 30 days (as possible) of receipt from CSBA.

Members can rotate participation.

Motion CARRIED by vote 5 - 0

B. Review of Legal Fees for July 2022 through October 2022

Assistant Superintendent Jorn presented information to the Board.

Board Comments/Questions:

- None

Public Comment:

- None

C. Review of District Enrollment Projections for 2023-2024

Assistant Superintendent Jorn presented information to the Board.

Board Comments/Questions:

The Board discussed exit interviews for outgoing students.

CS noted when the District loses enrollment it impacts the programs, such as AP classes.

Public Comment:

Beth Shammass said she was always interested in the high school enrollment figures and said the District should be promoting the middle and high schools because our schools are so good.

D. Annual California Uniform Public Construction Cost Accounting (CUPCCA) List of Prequalified Contractors

Assistant Superintendent Jorn presented information to the Board.

Board Comments/Questions:

EH asked if anyone was on retainer or as needs arise.

CS asked what the amount is to trigger an external bid.

Assistant Superintendent Jorn noted anything over \$200,000.

Public Comment:

None

E. Board Discussion of California School Board Association Annual Education Conference and Trade Show

Each Board member shared highlights and take-aways from the California School Board Association Annual Education Conference and Trade Show. The Board briefly discussed communication and the potential for a Communication Information Officer for the District.

CS noted Board priorities translates to measurable goals for the Superintendent goals.

Board Comments:

Each Board member one take-away:

EH said student engagement.

JM said honoring student voices and communications.

CS said air quality concerns.

LO said social emotional wellness of students.

BS said social emotional health of students and staff.

Public Comment:

None

F. Future Agenda Items

- Added March 17, 2022: Board Self Evaluation (TBA)

- Added April 21, 2022: Discuss “PG Promise” of funding CTE certification process (TBA)
 - Added May 19, 2022: Teacher of the Year Recognition (TBA)
 - 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 (TBA)
 - Added November 17, 2022: California Healthy Kids Survey Presentation (TBA)
 - Added November 17, 2022: Board agenda, format, discussion (Feb 2023)
-
- Removed: Discuss “PG Promise” of funding CTE certification process (TBA)
 - CS would like to attend a conference in Washington, DC in April – Board to discuss at upcoming meeting
 - Teacher of the Year Recognition- will poll staff for feedback
 - Special meeting planning at upcoming meeting

Board Comments:

CS would like universal dyslexia screening, Administration would follow up with a Board memo.

CS encouraged a policy exhibit to submit future agenda items.

LO would like an orientation for new Trustees, the Board to discuss during future special meeting planning.

The Board discussed Teacher of the Year Recognition.

Public Comment:

Beth Shammass encouraged the Board to read the Bylaws to help focus on special meeting agenda.

Robert Down Elementary School Teacher Erica Chavez noted anything that pits employees against each other, such as the Teacher of the Year Recognition, does not seem beneficial to staff or students.

Human Resources Personnel Specialist Angela Lippert noted recognition feels antiquated and suggested a Google survey to staff.

IX. ADJOURNED

9:40 p.m.

Approved and submitted:

Dr. Ralph Gómez Porras
Secretary to the Board

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

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

SUBJECT: Certificated Assignment Order #10

DATE: January 19, 2023

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 #10

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. 10
January 19, 2023**

Page 2 of 2

NEW TEMPORARY HIRE:

Susan Southard, PGAS Community Ed Instructor (Ballet), part time, 1 hr./week, paid per time sheet according to the Adult School Instructional Calendar, Column A, Step 1, effective January 10, 2023 (replaces Veronica Wilcox)

SUBSTITUTE:

Hinda Majri, Long-term Sub, PGAS Community Ed Instructor (ESL Level A), part time, hr./week, paid per time sheet according to the Adult School Instructional Calendar, Column A, Step 1, effective January 10, 2023 through approximately May 26, 2023 (replaces Janet Billet)

☒ 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 #10

DATE: January 19, 2023

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 #10

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. 10
January 19, 2023**

Page 2 of 2

NEW HIRE:

Zoe Wilson, PGHS, Instructional Assistant (Culinary Program), part-time, 5 hrs./day, 180-day work calendar, Range 30, Step A, effective January 12, 2023 (new position funded through CTEIG)

Jennifer Ternullo, PGMS, Instructional Assistant (Special Education), part-time, 6 hrs./day, 180-day work calendar, Range 31, Step A, effective December 5, 2023 (replaces Cheri Diehl)

Haley Isbell, FGE, Paraprofessional, part-time, 6.5 hrs./day, 180-day work calendar, Range 37, Step A, effective January 10, 2023 (replaces Gigi O'Brien)

Darrell McDowell, PGMS, Instructional Assistant (Special Education), part time, 6 hrs./day, 180-day work calendar, Range 31, Step E, Effective January 12, 2023 (replaces Alyssa Temple)

2022-23 AFTER SCHOOL ENRICHMENT PROGRAM

ASE Winter 2023 Session

Paid per timesheet at \$30 per hour

Instructor	Course	Total hours	Start	End	Classes per Session
Liliana Nunez	Spanish (Thursday at RDE), Grade 3	6	1/12	2/23	6

LEAVE OF ABSENCE:

Ron Longueira, FGE Noon Duty Supervisor, requests an unpaid long term personal leave of absence from January 3, 2023 through May 26, 2023

RESIGNATION:

Paola Coelho, PGMS Instructional Assistant, resigns effective January 31, 2023

Alyssa Temple, PGMS Instructional Assistant (Special Education), resigns effective December 16, 2022

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

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

SUBJECT: Acceptance of Donations

DATE: January 19, 2023

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

None

Pacific Grove High School

Paul Gregory

\$50 (CTE-Photography)

Amy Denney

\$30 (CTE-Art)

Paul & Mary Weyant

\$60 (CTE-Art)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

Lozano Smith

\$1,000 (Curriculum)

ASCA

\$2,000 (Staff Development Books)

- ☐ 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. 10

DATE: January 19, 2023

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 December 13, 2022 to January 9, 2023.

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 # 10 Cash Receipts

December 13, 2022 - January 9, 2023

Date	Num	Name	Account	Amount
Dec 13, '22 - Jan 9, 23				
12/13/2022	21487	Intercare Holding Insurance	WORKERSCOMP	1,914.24
12/13/2022	21488	PGMS	SCIENCE CAMP	6,050.00
12/13/2022	21489	PGMS	SCIENCE CAMP	13,550.00
12/13/2022	21490	RETIREE INSURANCE	RETIREE INSURANCE	111.00
12/13/2022	21491	RETIREE INSURANCE	RETIREE INSURANCE	570.00
12/14/2022	21492	BASRP-RD	BASRP	537.00
12/14/2022	21493	BASRP-FG	BASRP	12.00
12/15/2022	21494	RETIREE INSURANCE	RETIREE INSURANCE	127.00
12/15/2022	21495	ASCA	DONATION	2,000.00
12/15/2022	21496	RETIREE INSURANCE	RETIREE INSURANCE	786.00
12/16/2022	21497	PGHS ATHLETICS	REIMBURSEMENT	483.18
12/16/2022	21498	BASRP-FG	BASRP	414.00
12/16/2022	21499	BASRP-RD	BASRP	81.00
12/16/2022	21500	RETIREE INSURANCE	RETIREE INSURANCE	306.00
12/16/2022	21501	ADULT EDUCATION	ADULT EDUCATION	585.00
12/16/2022	21502	PGHS	CTE Donations	140.00
12/16/2022	21503	PGMS	SCIENCE CAMP	1,200.00
12/16/2022	21504	PGMS	SCIENCE CAMP	8,100.00
12/19/2022	21505	CAFETERIA	CAFETERIA	795.00
01/03/2023	21506	ADULT EDUCATION	ADULT EDUCATION	485.00
01/03/2023	21507	BASRP-FG	BASRP	20,673.29
01/03/2023	21508	BASRP-RD	BASRP	27,245.82
01/03/2023	21509	Intercare Holding Insurance	WORKERSCOMP	1,914.24
01/03/2023	21510	Santa Cruz Office of Education	SMAA	11,537.27
01/04/2023	21511	STATE OF CALIFORNIA	CAFETERIA	83,700.06
01/04/2023	21512	STATE OF CALIFORNIA	CAFETERIA	30,335.22
01/04/2023	21513	MISC	stop payment	18.00
01/04/2023	21514	MONTEREY BAY CHARTER SCH...	UTILITIES	2,203.83
01/04/2023	21515	MCOE	REIMB EXP	120.00
01/04/2023	21516	MONTEREY BAY CHARTER SCH...	UTILITIES	2,504.30
01/04/2023	21517	Facilitron	FACILITIES USE	1,451.94
01/04/2023	21518	CA DEPT OF EDUCATION	PRESCHOOL	6,237.00
01/04/2023	21519	COUNTY OF MONTEREY	RESTITUTION	231.00
01/04/2023	21520	COUNTY OF MONTEREY	RESTITUTION	297.00
01/04/2023	21521	COUNTY OF MONTEREY	RESTITUTION	246.00
01/04/2023	21522	COUNTY OF MONTEREY	RESTITUTION	225.00
01/04/2023	21523	RETIREE INSURANCE	RETIREE INSURANCE	668.00
01/04/2023	21524	RETIREE INSURANCE	RETIREE INSURANCE	14,581.82
01/06/2023	21525	ADULT EDUCATION	ADULT EDUCATION	110.00
01/06/2023	21526	American Fidelity	REFUND	-1,650.00
01/06/2023	21527	ADULT EDUCATION	ADULT EDUCATION	57,044.24
01/06/2023	21528	RETIREE INSURANCE	RETIREE INSURANCE	127.00
01/06/2023	21529	RETIREE INSURANCE	RETIREE INSURANCE	9,056.56
01/06/2023	21530	MISC	REFUND	778.48
01/06/2023	21531	Robert Down Elementary	Birthday Books	20.00
01/06/2023	21532	ADULT EDUCATION	ADULT EDUCATION	31,382.75
01/06/2023	21533	ADULT EDUCATION	ADULT EDUCATION	1,587.62
01/09/2023	21534	CAFETERIA	CAFETERIA	108.26
01/09/2023	21535	STATE OF CALIFORNIA	CAFETERIA	95,697.04
01/09/2023	21536	RETIREE INSURANCE	RETIREE INSURANCE	59.00
Dec 13, '22 - Jan 9, 23				<u>436,757.16</u>

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

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

SUBJECT: Warrant Schedule No. 651

DATE: January 19, 2023

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 December 01, 2022 through December 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

651

December 2022

WARRANTS - PAYROLL

Certificated	Manual	12/05/22	\$	-
	Supp	12/09/22	\$	46,897.99
	Manual	12/15/22	\$	-
	Regular	12/22/22	\$	1,886,880.72
<u>Total Certificated</u>			\$	<u>1,933,778.71</u>
Classified	Manual	12/05/22	\$	-
	Supp	12/09/22	\$	31,934.30
	Manual	12/15/22	\$	-
	Regular	12/22/22	\$	759,874.53
<u>Total Classified</u>			\$	<u>791,808.83</u>
Other	Manual	12/05/22	\$	-
	Supp	12/09/22	\$	7,126.00
	Manual	12/15/22	\$	-
	Regular	12/22/22	\$	6,253.20
<u>Total Other</u>			\$	<u>13,379.20</u>
<u>TOTAL PAYROLL</u>			\$	<u>2,738,966.74</u>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12731309-12731457	04600000405-04600000408	12/01/22	\$	134,798.49
12732690-12732736	04600000409-04600000410	12/08/22	\$	71,953.91
12734482-12734527	04600000411-04600000416	12/15/22	\$	122,013.73
12736420-12736436	04600000417-04600000420	12/20/22	\$	321,515.52
<u>TOTAL ACCOUNTS PAYABLE</u>			\$	<u>650,281.65</u>

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

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

SUBJECT: Out of County or Overnight Activities

DATE: January 19, 2023

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

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

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

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
2/16/2023	Fresno State University Fresno, CA	PGHS Choir All State Honor Choir Rehearsal	Auto	\$ 200	Choir ASB Account
2/18/2023	Soquel High School Soquel, CA	PGHS Baseball Team Baseball Game	Auto	\$ -	na
3/1/2023	Christopher High School Gilroy, CA	PGHS Baseball Team Baseball Game	Auto	\$ -	na
3/18/2023	Santa Cruz High School Santa Cruz, CA	PGHS Baseball Team Baseball Game	Auto	\$ -	na
4/1/2023	Aptos High School Aptos, CA	PGHS Baseball Team Baseball Game	Auto	\$ -	na

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity 02/16/2023 Day of Activity Thursday-Saturday

Location of Activity Fresno State University City Fresno County Fresno

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

School Departure Time 6:30 AM

Pickup Time from Place of Activity 4 PM

Name of Employee Accompanying Students Michelle Boulware

Number of Adults 2 Number of Students 6

Description of Activity/Educational Objective

Participate in an auditioned All State Honor Choir rehearsals and concert working with a college professor.

List All Stops Fresno State University

Means of Transportation: Auto*

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

Name of Auto Drivers (subject to change): Michelle Boulware, Sarah Kaatz

Cost of Activity \$200 + Cost of Transportation \$ = Total \$ 200.00

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

Account Code: Wells Fargo ASB Account - Choir #707

Requested by: Michelle Boulware / Michelle Boulware Date 01/10/2023
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/11/2023

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Transportation Department/District Office Use

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

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

Date of Activity 02/18/2023 Day of Activity Saturday

Location of Activity Soquel High School City Soquel County Santa Cruz

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

School Departure Time 8:30 AM

Pickup Time from Place of Activity 4:00 PM

Name of Employee Accompanying Students Craig Bell

Number of Adults 5 Number of Students 36

Description of Activity/Educational Objective

JV and Varsity baseball games

List All Stops Soquel High School

Means of Transportation: Auto*

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

Craig Bell, Jill Houston, Caroline Wade, Jeff Gray, Brad Boggan, Steve Ramirez
Name of Auto Drivers (subject to change): _____

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

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

Account Code: N/A

Requested by: Craig Bell / Craig Bell Date 01/03/2023
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/04/2023

Transportation Department/District Office Use

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

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity 03/01/2023 Day of Activity Wednesday

Location of Activity Christopher High School City Gilroy County Santa Clara

School PG High School Class or Club PGHS Baseball Grade Level/s 9-11

School Departure Time 1:00 PM

Pickup Time from Place of Activity 6:00 PM

Name of Employee Accompanying Students Jeff Gray

Number of Adults 3 Number of Students 16

Description of Activity/Educational Objective
JV Baseball game

List All Stops Christopher High School

Means of Transportation: Auto*

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

Name of Auto Drivers (subject to change): Jeff Gray, Matt Davis, Sean Halton

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

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

Account Code: N/A

Requested by: Craig Bell / Craig Bell Date 01/03/2023
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/04/2023

Transportation Department/District Office Use

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

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity 03/18/2023 Day of Activity Saturday

Location of Activity Santa Cruz High City Santa Cruz County Santa Cruz

School PG High School Class or Club PGHS Baseball Grade Level/s 9-11

School Departure Time 11:00 AM

Pickup Time from Place of Activity 4:00 PM

Name of Employee Accompanying Students Jeff Gray

Number of Adults 3 Number of Students 16

Description of Activity/Educational Objective
JV baseball game

List All Stops Santa Cruz High School

Means of Transportation: Auto*

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

Name of Auto Drivers (subject to change): Jeff Gray, Matt Davis, Apple Stutzman

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

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

Account Code: N/A

Requested by: Craig Bell / Craig Bell Date 01/03/2023
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/04/2023

Transportation Department/District Office Use

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

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

PACIFIC GROVE UNIFIED SCHOOL DISTRICT REQUEST FOR OFF CAMPUS ACTIVITY

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

Date of Activity 04/01/2023 Day of Activity Saturday

Location of Activity Aptos High School City Aptos County Santa Cruz

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

School Departure Time 9:00 AM

Pickup Time from Place of Activity 5:00 PM

Name of Employee Accompanying Students Craig Bell, Jeff Gray

Number of Adults 6 Number of Students 36

Description of Activity/Educational Objective
JV and Varsity Baseball games

List All Stops Aptos High School

Means of Transportation: Auto*

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

Name of Auto Drivers (subject to change): Jeff Gray, Craig Bell, Caroline Wadw, Jill Houston, Brad Boggan, Sean Halton

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

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

Account Code: N/A

Requested by: Craig Bell / Craig Bell Date 01/03/2023
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/04/2023

Transportation Department/District Office Use

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

Cost Estimate \$ _____

Approved by Transportation Supervisor: _____ Date _____

Approved by Assistant Superintendent: _____ Date _____

Date of Board Approval _____

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

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

SUBJECT: Contract for Services with Idea Architects – Douglas Abrams

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Idea Architects and its founder author Douglas Abrams.

BACKGROUND:

This contract is for a one-time professional development session for all certificated staff. Classified staff will be invited and compensated for their time; however, the session is optional for them.

INFORMATION:

Pacific Grove Unified School District will focus this professional development session on self-care. To that end, the district recently purchased *The Book of Joy: Finding Lasting Happiness in a Changing World*, co-authored by the Dalai Lama, Archbishop Desmond Tutu, and Douglas Abrams for all our staff. On March 23, Abrams will join our district via Zoom and conduct a one-hour question and answer session that will be joined by all PGUSD certificated employees and all classified employees who wish to attend. The professional development session is part of the PGTA's contracted work year. Classified staff in attendance will be paid their hourly wage if they attend. We will focus on applying the wisdom from the book into our daily lives as educators. The question-and-answer period will be followed by group and individual sessions that are being developed by site leadership teams in concert with district personnel.

FISCAL IMPACT:

This \$1,500 contract is for a one-hour session on March 23, 2023, and will be funded through the Educator Effectiveness Grant, so there will be no impact on the general fund.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Idea Architects – Douglas Abrams

SITE/DEPARTMENT Buck Roggeman

SUBMITTED BY Buck Roggeman

FUNDING SOURCE Educator Effectiveness Grant

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 Idea Architects – Douglas Abrams ("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 keynote speaker in a question and answer format. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: a 60-minute question and answer presentation regarding self-care based on the content of The Book of Joy: Lasting Happiness in a Changing World.
2. **Term.** Consultant shall commence providing services under this Agreement on 3/23/2023, and will diligently perform as required and complete performance by 3/23/2023.
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

Name: Idea Architects – Douglas Abrams
Address: Idea Architects
City/State/Zip: PO Box 1330 Freedom, CA 95019
Business Phone: 831-465-9565
Email (Optional): ideaarchitects.com

ATTENTION: Joshua Jorn
Assistant Superintendent/CBO

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: _____

Name: Buck Roggeman

Title: Director of Curriculum and Special Projects

Date: _____

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: Contract for Services with Procare's SchoolCare Works

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends the Board Review and approve the 2023-24 contract for Services with Procare's SchoolCare Works and Pacific Grove Unified School District (PGUSD).

BACKGROUND:

ProCare's SchoolCare Works is a cloud based flexible solution for before & afterschool program needs. The software enables users to keep track of student attendance and billing and payment activity. This software is currently used by the Robert Down and Forest Grove Elementary School's Before and After School Programs (BASRP) and offers parents the option to pay invoices by credit card.

INFORMATION:

Procare's SchoolCare Works will manage credit card transactions and deposit funds directly into the PGUSD BASRP bank account.

FISCAL IMPACT:

\$3,480 funded by the Child Development budget.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT ProCare School Care Works

SITE/DEPARTMENT BASRP-Robert Down & Forest Grove Elementary Schools

SUBMITTED BY Josh Jorn

FUNDING SOURCE Child Development Fund

AGREEMENT TOTAL AMOUNT \$3,480.00

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and ProCare School Care Works ("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 software platform for the BASRP program. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: student attendance tracking, invoicing and credit card payment processing for the BASRP program.
2. **Term.** Consultant shall commence providing services under this Agreement on 7/1/2023, and will diligently perform as required and complete performance by 6/30/2024.
3. **Compensation.** District agrees to pay \$3,480.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$3,480.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

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

District

Consultant

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

Name: ProCare School Care Works
Address: 1125 17th St, Ste 1800
City/State/Zip: Denver, Colorado 80202
Business Phone: (720) 709-2638
Email (Optional): [Company E-mail]

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: _____

Name: Josh Jorn

Title: Assistant Superintendent

Date: _____

Signature: Michael Mercer

Name: Michael Mercer

Date: 12/12/20022

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: Forest Grove Elementary School Surplus Items

DATE: January 19, 2023

PERSON(S) RESPONSIBLE: Irene Preciado, Forest Grove Elementary School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the list of surplus materials and furniture for discard from Forest Grove Elementary School

BACKGROUND:

The surplus items that need to be removed from Forest Grove Elementary School are currently located in the multipurpose room which limits the use of this facility

INFORMATION:

The items are beyond their serviceable life, unsafe, damaged and need to be removed because they are no longer needed at Forest Grove.

FISCAL IMPACT:

No fiscal impact.

FIXTURES

[illegible]

Irene Preciado

June Pineda 1/11/23

DATE _____

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

8/12/2021

- ☒ 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 Playworks Education

DATE: January 19, 2023

PERSON(S) RESPONSIBLE: Irene Preciado, Forest Grove Elementary School Principal

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Playworks Education at Forest Grove Elementary School.

BACKGROUND:

This is a new contract for services with Playworks Education for the 2022-23 school year.

INFORMATION:

Playworks Education is a nonprofit organization that believes in the power of play to bring out the best in every child and will help Forest Grove Elementary School make the most of recess (or play time) through on-site staffing, consultative support, professional development, and free resources. Playworks will provide consulting services for Forest Grove Elementary staff to review recess and provide structures to support and maximize staffing and engagement in play that supports student engagement and development.

FISCAL IMPACT:

\$15,000 funded out of the Arts, Music and Instructional Materials Discretionary Block Grant.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Playworks Education

SITE/DEPARTMENT Forest Grove Elementary School

SUBMITTED BY Irene Preciado

FUNDING SOURCE Arts, Music & Instructional Materials Discretionary Block Grant

AGREEMENT TOTAL AMOUNT \$15,000

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 Playworks Education ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services 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 staff trainer. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Recess Reboot on-site staff training and consulting.
2. **Term.** Consultant shall commence providing services under this Agreement on 12/1/2022, and will diligently perform as required and complete performance by 6/15/2023.
3. **Compensation.** District agrees to pay \$15,000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$15,000 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

Consultant

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

Name: Playworks Education
 Address: 1423 Broadway PMB 161
 City/State/Zip: Oakland, CA 94612
 Business Phone: (510) 893-4180
 Email (Optional): [Company E-mail]

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: Nonprofit

**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: Irene Preciado

Title: Forest Grove Elementary School Principal

Date: _____

Consultant

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

Signature: Calvin Hamilton

Name: Calvin Hamilton

Date: December 8th, 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

This is a Master Services Agreement (“Agreement”) dated as of **November 2nd, 2022**, between Playworks Education Energized, a California nonprofit public benefit corporation (“Playworks”), and **Forest Grove Elementary School, a Pacific Grove Unified School District** (“Customer”).

Background

Playworks is a nonprofit organization that believes in the power of play to bring out the best in every child. Playworks helps schools, districts, youth programs, and other organizations make the most of recess (or their play time) through on-site staffing, consultative support, professional development, and free resources. Customer wishes to collaborate with Playworks on the basis set out in this Agreement.

Playworks and Customer agree as follows:

1. Program

1.1 Scope

Playworks will provide services (“Services”) in connection with the program (“Program”) described in the Program Plan(s) attached as Exhibit A (“Plan”). Program elements, personnel and activities, the Services, and Customer’s responsibilities, are set out in the Plan. Playworks and Customer will each carry out its responsibilities in accordance with this Agreement and with due care. For terms related to purchases of digital services only, see: <https://www.playworks.org/playworks-digital-services-terms-conditions/> in lieu of Plan.

1.2 Timeframe

Playworks will provide Services during the period stated in the Plan including any renewal periods.

1.3 Fee

Customer will pay Playworks fees in the amount(s) and on the date(s) set out in the attached Exhibit B: Statement of Work and Payment Terms and Schedule.

1.4 Communication

Playworks and Customer understand that communication and collaboration are central to Program effectiveness. To that end, Customer and Playworks will meet periodically as set out in

the Plan, advise each other of issues including any concerns involving interactions among Playworks and Customer students and staff, provide one another with timely access to information, and otherwise cooperate in carrying out the Program.

1.5 Statement of Work

The specific services to be provided and related terms and conditions of each project under this Master Services Agreement shall be addressed in a separate Statement of Work (SOW) which may include, but not be limited to, types of programs, services, timing, staff, deliverables and other services if any, requested by (customer) and agreed to by Playworks.

2. Confidentiality, Data Collection, and Evaluation

2.1 Compliance

In working together, Playworks and Customer may share sensitive information with one another including information about Customer environment, activities, students, and staff. In addition, as described in Section 2.3, Playworks will collect and analyze data about Program outcomes. In all of these activities, Playworks is committed to and will comply with applicable laws and the provisions set out in this Section 2 related to the collection, use, and confidentiality of such information, and will cooperate with Customer in developing appropriate protocols.

2.2 Confidentiality

Playworks will use Customer's Confidential Information (defined below) only in connection with its activities under this Agreement and will keep it confidential, using at least the same degree of care Playworks uses to prevent the unauthorized use or disclosure of its own confidential information. Playworks may disclose Confidential Information only to persons who need access to the information for the purposes contemplated by this Agreement or as otherwise required by law. All Confidential Information furnished by Customer is and shall remain Customer's property. "Confidential Information" means non-public information relating to Customer including, without limitation, information relating to Customer environment, staff, funding, operations, and Personal Identifying Information contained in education records as defined in 34 C.F.R. § 99.3, the Family Educational Rights and Privacy Act ("FERPA Data"). It does not include information that is generally available to the public, information already known by Playworks before entering into this Agreement, or information Playworks independently develops.

2.3 Data Collection and Evaluation

Playworks will collect and analyze data about Program implementation and outcomes in order to evaluate the impact of its programs generally, support more effectively Customer and its other partner schools and clients, meet external reporting requirements, and support fundraising and school recruitment. Customer and Playworks will cooperate in connection with such data collection and assessment activities. Playworks will require third party evaluators and data analysts it retains, if any, to enter into appropriate confidentiality agreements with Playworks with respect to Customer information. Customer acknowledges that Playworks will own and retain all rights, title, and interest in the data collected through the Program, except to the extent provided in Section 2.4.

2.4 Student Data

Playworks may in carrying out Services have access to FERPA Data. It will collect and use FERPA Data solely for Program purposes and in accordance with applicable law, including the Family Educational Rights and Privacy Act, and Customer policy. Playworks will implement reasonable security safeguards to maintain the confidentiality of FERPA Data. Customer owns all rights, title and interest to all FERPA Data that Customer provides or otherwise makes available to Playworks for the Program purposes.

2.5 External Reporting

Playworks reports data and evaluation results to funders, partners, researchers, and other third parties. Playworks will report student-level data only in an aggregate and anonymized manner. Except as contemplated by the Plan or as required by law, Playworks will disclose Program data and results on a no-name basis unless Customer has given its prior written consent for disclosure of its name in such disclosure.

3. Methodology and Materials

3.1 Materials

In providing Services, Playworks will provide Customer with curricula, games, training materials, assessment tools, reference documents, and other materials (collectively, “Materials”). Playworks may make Materials available in various ways, including, without limitation, through providing hard copies, presenting Materials at training or consultation sessions, enabling Customer to download Materials from Playworks websites, and providing Customer with access to interactive websites.

3.2 Customer Use and Sharing

Customer may use, copy, adapt, and distribute the Materials in connection with Program activities and with Customer activities going forward. In addition, Customer may share Materials

for non-commercial purposes with other schools, districts, teachers, and the like (such as at workshops or conferences), so long as Customer provides appropriate attribution to Playworks and does not remove or obscure any Playworks copyright or trademark markings on any Materials. Customer may not, however, distribute any Materials for any purposes intended or directed toward commercial advantage or monetary compensation, or distribute outside Customer any Customer-created derivatives or revisions of any Materials. For clarity, the non-exclusive license granted under this Section 3.2 is intended to permit use by Customer of Materials only for purposes related to its educational mission.

3.3 Ownership of Materials

Playworks owns and retains all copyrights and all other rights in the Materials and any other proprietary know-how or methodologies used or shared by Playworks in providing Services. Customer acknowledges that the Materials are proprietary to Playworks. Playworks may incorporate any information from Customer in future versions of the Materials, may share them with other schools or third parties, and may reproduce and create derivative materials.

4. External Communication

4.1 Customer External Communication

Customer may identify itself as a client of Playworks in internal and external communications, including, without limitation, on its website or outreach materials. Customer may use Playworks name and logos in connection with these efforts.

4.2 Playworks External Communication

Playworks may identify Customer as a client or “partner” in internal and external communications, including, without limitation, on its website or outreach materials. Playworks may use Customer’s name and logos in connection with these efforts.

4.3 Logo Use

Each of Playworks and Customer acknowledges that (a) it has no interest in the other party’s name, logo and other marks other than the rights granted under this Agreement; (b) the other party will remain the sole owner of interest in its marks; and (c) all goodwill in the other party’s marks will inure solely to the benefit of the other party. Each of Playworks and Customer will comply with any reasonable trademark guidelines that the other may provide.

4.4 Visitors

Playworks may ask Customer if Playworks can bring educators, funders, and other visitors to Customer to observe Program activities. Playworks will carry out any such visits in line with Customer policy regarding visitors generally.

5. Acknowledgements

5.1 Not Substitute for Physical Education

Customer acknowledges that the Services and Program are not a substitute for physical education (“PE”). Playworks staff may coordinate with an existing PE program, but are in no way a substitute for credentialed PE teachers. Playworks will not provide input or otherwise be involved in any way with respect to assigning grades to students in PE courses or programs.

5.2 Not Responsible for Supervising Recess

Customer acknowledges that Playworks is not responsible for supervising recess. Playworks staff may help to structure recess, but Customer must provide their own staff to supervise recess.

5.3 Recess Privileges

Customer acknowledges that Playworks does not support the removal of recess privileges for extended periods of time as a method of student discipline.

6. Relationship

6.1 Independent Contractor

Playworks is an independent contractor and is solely responsible for its activities in providing Services. Playworks has sole responsibility for all tax returns and payments required by any federal, state, or local tax authority in connection with its activities and receipt of fees under this Agreement.

6.2 Independent Entities

The arrangements contemplated by this Agreement do not create a partnership, franchise, joint venture, employment, fiduciary, or similar relationship for any purpose. Neither Playworks nor Customer has the power or authority to bind or obligate the other to a third party or commitment in any manner. Any use of the term “partner” or comparable term in any communication is solely for convenience. Playworks and Customer will each have sole responsibility for the planning, management, and implementation of its own activities relating to Program execution.

7. Insurance, Indemnification, and Liability

7.1 Insurance

Playworks will, upon request by Customer, provide to Customer proof of liability and workers compensation insurance for all Playworks staff who provide Services at Customer, and name Customer as an additional insured on such policies. Customer will provide its own liability, workers compensation, and other insurance in respect of Customer employees, students, and guests that participate in the Program and Customer's activities generally in connection with the Program.

7.2 Indemnification by Playworks

Playworks will defend, indemnify, and hold Customer and its directors, officers, employees, agents, and assigns (collectively, "Customer Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable expenses, resulting from claims by third parties for death, bodily injury, or damage to tangible property caused solely by the gross negligence or willful misconduct of Playworks in providing Services.

7.3 Indemnification by Customer

Customer will indemnify, defend, and hold Playworks and its directors, officers, employees, agents, and assigns (collectively, "Playworks Indemnified Parties") harmless against all claims, liabilities, losses, damages, and expenses, including reasonable attorneys' fees and expenses, resulting from any claims by third parties relating to or arising out of the Program, or Customer's actions or other matters related to the subject matter of Program.

7.4 Limitation of Liability

Neither Playworks nor Customer will be liable to the other for any special, indirect, incidental, consequential, punitive, or exemplary damages arising out of or relating to this Agreement, even if either party has been apprised of the likelihood of such damages. Playworks' total liability under this Agreement (including, without limitation, any amounts payable under Section 7.2) will not exceed the fees Customer has paid or will pay Playworks as set out in the Plan, except that no such limitation will apply in respect of liabilities involving the gross negligence, willful misconduct, or fraud of Playworks.

8. Termination

8.1 Termination by Customer

Customer may terminate this Agreement by providing written notice to Playworks of that decision. Such a termination will be effective 60 days after delivery of the notice. If Customer terminates the Agreement under this Section 8.1, Customer will not be entitled to any refund of

amounts previously paid, and, if fees are not already fully paid, will pay Playworks for services rendered through the effective date of termination. Playworks will invoice Customer for such services. Customer will pay the invoiced amount no later than 30 days after delivery of such invoice.

8.2 Suspension by Playworks

Playworks may suspend delivery of Services if Customer fails to make timely payment of fees or if Playworks, in its discretion, determines that the Customer environment or engagement is not safe or healthy for students or Playworks staff or otherwise conducive to effective Program delivery. Such a suspension will be effective upon Playworks' delivery to Customer of a written notice to that effect. Customer and Playworks will cooperate in identifying and trying to address the problem. If the problem is not addressed to Playworks satisfaction within a reasonable time, Playworks may terminate the Agreement under Section 8.3.

8.3 Termination for Failure to Perform

If either party breaches any of its obligations under this Agreement, the non-breaching party may provide the breaching party with written notice of the breach. If the breaching party fails to cure the breach within thirty (30) days after receipt of such notice, the non-breaching party may terminate this Agreement upon delivery to the breaching party of a written notice to that effect, with the termination effective upon delivery of such notice. The non-breaching party may in its reasonable discretion determine whether the breach has been cured.

8.4 Termination of a Statement of Work

Expiration or termination of this Agreement shall result in the automatic termination of any Statement of Work. Expiration or termination of a Statement of Work shall not, by itself, result in the termination of this Agreement.

8.5 Effect of Termination

Upon termination of this Agreement under Section 8.3, neither Customer nor Playworks may continue identifying itself as a partner of the other or use externally the other party's logo or other marks. Playworks and Customer will cooperate in transition activities and will use reasonable efforts to minimize interruption and any adverse impacts of the termination. Sections 2, 3, and 7-9 will survive the expiration or termination of this Agreement.

8.6 Financial Sustainability Clause

Funds needed for the total cost to deliver, sustain and administer Playworks' services are not fully covered by the prices reflected in this Agreement. Playworks relies on donations, corporate sponsorships and other revenue streams to ensure that its programs are financially

sustainable for the organization as a whole. Its obligations under this Agreement are therefore contingent upon the availability of funding from all sources taken as a whole. It is mutually agreed that if Playworks in any fiscal year covered under this Agreement does not obtain sufficient funds for total financial sustainability, this Agreement shall not be binding on either party. In this event, Playworks shall notify Customer of such sustainability limits before the commencement date(s) outlined in this agreement. Playworks will have neither liability to Customer nor any obligation under the provisions of this agreement to perform or to provide any services beyond those that it can deliver with financial sustainability.

9. General Provisions

9.1 Entire Agreement

This Agreement, together with the Plan, expresses Playworks' and Customer's final, complete, and exclusive agreement, and supersedes any and all prior or contemporaneous written and oral agreements, communications, course of dealing, or understandings between Playworks and Customer relating to its subject matter. It is understood that Customer's use of Playworks' websites is subject to the terms of use for such sites, which set out obligations in addition to those contained in this Agreement. If there are any inconsistencies between the Plan or such website terms and this Agreement, this Agreement will control.

9.2 Amendment

This Agreement may be amended only as stated in and by a writing signed by both Playworks and Customer that recites that it is an amendment to this Agreement.

9.3 Severability and Waiver

If any provision of this Agreement is held illegal, invalid, or unenforceable, all other provisions of this Agreement will nevertheless be effective, and the illegal, invalid, or unenforceable provision will be considered modified such that it is valid to the maximum extent permitted by law. Any waiver of the provisions of this Agreement must be in writing and signed by the party granting the waiver. Waiver of any breach or provision of this Agreement will not be considered a waiver of any later breach or of the right to enforce any provision of this Agreement.

9.4 Assignment

Neither Customer nor Playworks may assign its rights or delegate its duties under this Agreement to anyone else without the prior written consent of the other, except that each may assign all of its rights and obligations under this Agreement without the other's consent in connection with a merger, acquisition, reorganization, sale or transfer of substantially all of its assets, or other operation of law.

9.5 Third Party Beneficiaries

Except as specifically provided in Sections 7.2 and 7.3 this Agreement is for the exclusive benefit of Playworks and Customer, and not for the benefit of any third party, including, without limitation, any Customer student, teacher, parent or guardian, or vendor.

9.6 Governing Law; Jurisdiction

This Agreement will be governed by California law. Playworks and Customer consent to the exclusive jurisdiction of the state and federal courts for Alameda County, California.

9.7 Counterparts

This Agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and deemed to be one instrument.

* * * * *

Playworks and Customer signed this Agreement as of the date set out in its first paragraph.

PLAYWORKS EDUCATION ENERGIZED

Signature: Calvin Hamilton

Printed Name: Calvin Hamilton

Title: Regional Partnership Director

Date: November 2nd, 2022

FOREST GROVE ELEMENTARY SCHOOL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Program Plan: Recess Reboot

Basic features

Program name	Recess Reboot
Program overview	<p>Playworks recognizes play and recess may look different from school to school. Playworks is committed to ensuring schools are equipped to create a schedule that accommodates Playworks services everyday. Recess will be facilitated in designated play areas, classrooms, virtual classrooms or in other spaces agreed upon by Playworks and Customer. Playworks commits to following the CDC guidelines for social distancing and group sports and activities.</p> <p>Recess Reboot ("Program") provides four days of on-site Programmatic launch, training, and consulting, delivered by an experienced Playworks Trainer who models and teaches strategies, games, and systems to develop and sustain a positive educational culture for everyone, starting with recess. After Recess Reboot is delivered, Playworks will provide a virtual post-consultation call with a person identified by the Customer.</p>
Timeframe	<p>The Program operates during the school year. Playworks and Customer will determine agreed upon date(s) and time(s) for service delivery, based on school/site calendar and Trainer availability. Requests, by either party, for adjustments to agreed-upon dates/times should be communicated at least 5 business days in advance.</p> <p>Final Program schedules and preparation periods will be approved by both Playworks and Customer at the start of programming.</p> <p>Schedule adjustments related to school closures will be approved by Playworks and Customer.</p>
Participating school	FOREST GROVE ELEMENTARY SCHOOL

Playworks personnel

Overview	Playworks will assign an experienced Playworks Trainer ("Trainer") to facilitate the Program.
Trainer activities	Trainer works on-site with the Customer and carries out the activities described in the Program.
Trainer development	Playworks will ensure that Trainer receives training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Trainers are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse.
Trainer screening, testing, and immunizations	Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Trainer from working with minors, has tested negative for tuberculosis in line with Customer requirements, has complied with any applicable symptom screening for COVID-19 and other infectious disease testing required by Playworks and the Customer in keeping with CDC and local agency guidance, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.

Customer personnel

Overview	Working with Playworks, Customer will identify and assign employees to fulfill the roles that will support implementation of this Program. Customer will provide Playworks with designated staff training time for the delivery of each component.
Principal	Customer ensures the Principal will attend all trainings and meetings as set out in the Program including without limitation to a goal setting session, an all staff training, and an action planning session.
Other school roles	<p>Customer will identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> • Recess Manager: directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. <u>Recommended:</u> Assign Recess Manager role to a member of the school's administrative team. • Recess Coach: implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. • Recess Team: school staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. <u>Recommended:</u> Include teachers on the Recess Team, particularly the Physical Education teacher.
Other personnel	Playworks will provide training(s) for all teachers and school staff of Customer as set out in the Program. Such training(s) provide teachers and staff with guidance, best practices, and examples to support Program implementation and opportunities for play. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).

Workplace and equipment

Workspace	The Program will take place on-site. Customer will make available to Trainer a workspace as well as adequate classroom space for meetings and trainings as set out in the Program.
Playground equipment	The Program will be implemented using existing playground equipment provided by the Customer. Playworks and Customer will determine COVID-19 safe cleaning systems and practices for equipment used during the Program. Playworks may provide a list of suggested playground equipment before the beginning of the Program. Playworks will support the development of an equipment maintenance system.

Harassment free work environment	<p>Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. Examples of harassment include, but are not necessarily limited to, references to race, color, citizenship status, national origin, gender, gender identity and expression, genetic information or medical condition, sexual orientation, age, religion, creed, pregnancy and related medical conditions, physical or mental disability (including HIV/AIDS diagnosis) that does not prohibit performance of essential job functions, marital status, ancestry, veteran status, political affiliation, or any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated.</p> <p>This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against an individual who has made a complaint concerning an incident of harassing conduct or behavior.</p>
COVID-19 safety	<p>Trainer will be expected to adhere to Playworks COVID Safety Guidelines, which can be viewed here: playworks.org/covid-safety-guidelines/. Customer will include Trainer into their school or district contact tracing and communication protocol. Additionally, Customer will be asked to implement an outdoor masking policy, or to work with Trainer to find mutually agreeable program modifications if no outdoor masking policy is in place. If Trainer is required to follow Playworks' quarantine procedures, remote program or other program options will be offered by Playworks.</p>

Program components

Assessment & Goal Setting session (Day 1, 30 min)	<p>On the first day, Trainer will assess recess culture, systems, and staff and discuss baseline needs and areas for support.</p> <p><u>Required:</u> Principal, Recess Manager, Recess Coach, and Recess Team</p>
Recess Team training (Day 1, 90 min)	<p>Trainer will provide an in-depth training to teach systems, games, and strategies to create, implement, and sustain safe and healthy play at recess. This Day 1 training is key to framing the learning that will take place on-site. Playworks and Customer will work together to create an indoor recess plan in case of inclement weather.</p> <p><u>Required:</u> Recess Manager, Recess Coach, and Recess Team <u>Recommended:</u> Principal</p>
Junior Coach Program (Day 1, 1- 2-hour training) (approx. 15 students, grade level: 4–6)	<p>Playworks will facilitate the establishment of a Junior Coach Program. The purpose is to create student leadership within a school and build student ownership of some key school functions. These students serve as role models on the playground during recess.</p> <p>Recommended: Junior Coaches practice skills at recess during Day 2-4 During the school day, Junior Coaches participate as leaders during recess by leading games and activities, as well as helping other students manage conflicts if they arise. Typically, each Junior Coach leads recess one to three times per week. Customer agrees to release Junior Coaches five to ten minutes prior to the recess they serve to check-in and stay five to ten minutes after recess to debrief.</p> <p>Prior to Trainer's on-site arrival, Junior Coaches should be selected through a process that includes student applications, teacher recommendations, and parent permission.</p> <p>On Day 1, the Trainer will provide a training to the Junior Coaches that includes skill development, team-building games, and fun Playworks activities in order to prepare Junior Coaches for their leadership role on the playground. The training may be held</p>

	<p>before school, after school, or during enrichment or elective blocks during the school day.</p> <p><u>Required:</u> Recess Manager, Recess Coach, Recess Team, and Junior Coaches</p>
<p>Recess (grade level: all grades)</p>	<p>Playworks will support Recess Coach and Recess Team to use recess times for core playground games, sports, skill-building activities, and cooperative games. Trainer will provide consultation and modeling for Recess Coach and Recess Team on strategies for recess facilitation. During recess, Trainer will be focused on consulting and supporting the Recess Team and will not do or be responsible for yard supervision. Customer shall provide staff for yard supervision during all recess periods and shall have full responsibility for yard supervision.</p> <p><u>Required:</u> Recess Coach, Recess Team, and Junior Coaches <u>Recommended:</u> Recess Manager; Principal should observe as many recesses as possible.</p>
<p>Recess 101 (grade level: all grades)</p>	<p>Trainer provides a select number of classrooms with Recess 101 sessions. The purpose is to teach students and teachers the rules, expectations, and skills of the games and activities provided during recess in a safe and organized setting.</p> <p>Playworks will work with Customer to create the best possible Recess 101 schedule. Each Recess 101 serves one classroom for 30 minutes per session. Recess 101 may not be scheduled during any regularly scheduled recess period.</p> <p>Customer will ensure the presence of a credentialed adult, preferably the classroom teacher, during every Recess 101 session. Playworks must approve the schedule prior to Trainer's on-site arrival.</p> <p><u>Required:</u> Teacher <u>Recommended:</u> Recess Coach and Recess Team; Recess Manager should attend as many Recess 101 sessions as possible.</p>
<p>Daily Recess Team check-ins (30 minutes before recess)</p> <p>Daily Recess Team debriefs (30-60 minutes after recess)</p>	<p>The Playworks Trainer will provide daily check-in and debrief sessions with the Recess Coach and Recess Team throughout the week to support their skill development and capacity to facilitate recess and the Junior Coach Program. Coaching content will follow an "I Do, We Do, You Do" adult learning framework throughout the week and include: application of best practices to achieve Program outcomes, group management strategies, rapport building, game facilitation, and leadership development.</p> <p><u>Required:</u> Recess Coach and Recess Team <u>Recommended:</u> Recess Manager or Principal</p>
<p>All staff training (1 hour)</p>	<p>Playworks will provide training for all teachers and staff of Customer. Such training provides teachers and staff with best practices and examples to implement opportunities for play and physical activities for their students. School community members are welcome to join (e.g., parents, volunteers, after-school program staff, etc.).</p> <p><u>Required:</u> Principal, Recess Manager, Recess Coach, Recess Team, All Teachers, and School Staff</p>
<p>Action planning session (Day 4, 90-120 minutes)</p>	<p>Trainer will lead an action planning session to share resources, create materials, and solidify a plan of action for future management of the Program.</p> <p><u>Required:</u> Principal, Recess Manager, Recess Coach, and Recess Team</p>

Curriculum and assessment tools	Playworks may provide Customer with curriculum that supports Program implementation. Curriculum and materials may include the Playworks Playbook, Recess Coach Manual, Junior Coach Program lesson plans, recess assessment tools, and game lesson plans.
Consultation call	After Recess Reboot is delivered, Playworks will provide an optional 30-minute consultation call via phone or video with Customer to support implementation. The call will be scheduled based on school interest and mutual availability of Customer and Playworks. A no-show session will not be rescheduled.
Customized training notes	<ul style="list-style-type: none"> • Delivery Modifications: • Other

Program planning and impact

Planning calls and/or meetings	Prior to Trainer's on-site arrival, Customer agrees to participate in planning calls and/or meetings with Playworks to assign staff roles, communicate to the school, set the four-day schedule, and disseminate/collect paperwork to support the Program.
Program setup	<p>Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. No later than two weeks prior to Trainer's on-site arrival, Customer will ensure setup and required staff participation:</p> <ul style="list-style-type: none"> • Confirm the Recess Manager, Recess Coach, and Recess Team • Select and collect paperwork for the Junior Coach Program • Set and confirm the Program schedule • Ensure required school staff attendance per component <p>If Program setup and staff participation fall below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.</p>
Impact measurement tools	<p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"> • Great Recess Framework observation tool: completed by Playworks staff after observing recess. • Recess observations and reflections: completed by Playworks staff after observing recess. • Annual Survey: completed voluntarily by school staff at the end of the year. • Recess Checkup: electronic quiz designed to assess safe and healthy play at recess. • Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Master Services Agreement, or Customer Agreement, when applicable.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED

Signature: Calvin Hamilton

Printed Name: **Calvin Hamilton**

Title: **Regional Partnership Director**

Date: **November 2nd, 2022**

FOREST GROVE ELEMENTARY SCHOOL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Program Plan: Consultation Visit

Basic features

Program name	Consultation Visit
Program overview	<p>Playworks recognizes play and recess may look different from school to school. Playworks is committed to ensuring schools are equipped to create a schedule that accommodates Playworks services everyday. Recess will be facilitated in designated play areas, classrooms, virtual classrooms or in other spaces agreed upon by Playworks and Customer. Playworks commits to following the CDC guidelines for social distancing and group sports and activities.</p> <p>During the Consultation Visit ("Program"), a Playworks Trainer, defined below, conducts an in-depth, real-time observation of the playground, a consultation with the school's leadership and Recess Team, and collaboratively developed action steps to support continued growth. A comprehensive written report of the consultation, complete with priority next steps, is provided for the school's leadership and recess team.</p>
Timeframe	<p>Consultation Visit length: FULL DAY</p> <p>The Program operates during the school year. Playworks and Customer will determine agreed upon date(s) for service delivery, based on school/site calendar and Trainer availability. Requests, by either party, for adjustments to agreed-upon dates should be communicated at least 5 business days in advance.</p> <p>Schedule adjustments related to school closures will be approved by Playworks and Customer.</p>
Participating school(s) or organization(s)	FOREST GROVE ELEMENTARY SCHOOL

Playworks personnel

Overview	Playworks will assign a Playworks Trainer ("Trainer") to conduct the Consultation Visit.
Trainer activities	Trainer works on-site with the Customer and carries out the activities described in the Program components.
Trainer development	Playworks will ensure that Trainer receives regular training in youth development, group management, safety, and leading healthy play and physical activities for elementary-age students. Trainers are CPR/First Aid certified and are required by law and fully trained to report suspected child abuse.
Trainer screening, testing, and immunizations	Playworks will ensure staff has complied with applicable fingerprinting requirements, has no criminal or other record that would disqualify Trainer from working with minors, has tested negative for tuberculosis in line with Customer requirements, has complied with any applicable symptom screening for COVID-19 and other infectious disease testing required by Playworks and the Customer in keeping with CDC and local agency guidance, has any immunizations required by Customer, and has otherwise satisfied requirements for working with children under applicable laws.
Arrival	Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. Prior to arrival, Playworks will confirm

	anticipated arrival time to ensure proper setup of the Program. Customer agrees to provide necessary access to location/ space to allow for early setup.
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Customer personnel

Overview	Customer will manage communication with personnel participating in the Program and collaborate with the Trainer(s) to discuss the Program.
Principal	Customer ensures the Principal participates in the action planning of Program. Principal participation ensures action steps and Programming decisions are aligned with broader Program and school goals.
Other school roles	<p>Playworks recommends that Customer identify and assign school staff to fulfill the following roles to support implementation of this Program and designate staff training time to receive professional development and coaching during the Consultation Visit. These roles may overlap and may be filled by one or more school staff members:</p> <ul style="list-style-type: none"> • Recess Manager: directly supervises Recess Coach and is responsible for setting overall goals for Program implementation. Recess Manager is the school's primary liaison to Playworks. Customer will ensure that Recess Manager is made available to provide ongoing support, observation, and management to Recess Coach and Recess Team throughout the school year. <u>Recommended:</u> Assign Recess Manager role to a member of the school's administrative team. • Recess Coach: implements recess strategies and leads Program components on a daily basis. Customer will ensure that Recess Coach is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. • Recess Team: school staff who actively support the planning and implementation of recess. Customer will ensure that Recess Team is made available for all Program implementation, professional development, and coaching sessions as set out in the Program. <u>Recommended:</u> Include teachers on the Recess Team, particularly the Physical Education teacher.

Workplace and equipment

Workspace	The Program will take place at the Customer site.
Harassment free work environment	<p>Playworks makes every effort to provide a work environment that is pleasant, professional, and free from intimidation, hostility, or other offenses which might interfere with work performance. Harassment of any sort — verbal, physical, and visual — of any applicant, employee, visitor, vendor, supplier, or other work associate will not be tolerated. Examples of harassment include, but are not necessarily limited to, references to race, color, citizenship status, national origin, gender, gender identity and expression, genetic information or medical condition, sexual orientation, age, religion, creed, pregnancy and related medical conditions, physical or mental disability (including HIV/AIDS diagnosis) that does not prohibit performance of essential job functions, marital status, ancestry, veteran status, political affiliation, or any characteristic prescribed by law. All such harassment is strictly prohibited and will not be tolerated.</p> <p>This policy applies to all persons involved in all operations of Playworks, including school partners. Playworks' policy against harassment also prohibits retaliation against</p>

	an individual who has made a complaint concerning an incident of harassing conduct or behavior.
COVID-19 safety	Trainer will be expected to adhere to Playworks COVID Safety Guidelines, which can be viewed here: playworks.org/covid-safety-guidelines/ . Customer will include Trainer into their school or district contact tracing and communication protocol. Additionally, Customer will be asked to implement an outdoor masking policy, or to work with Trainer to find mutually agreeable program modifications if no outdoor masking policy is in place. If Trainer is required to follow Playworks' quarantine procedures, remote program or other program options will be offered by Playworks.

Consultative support

Consultation Visit	Playworks will coordinate and facilitate a Consultation Visit at the Customer site. During a Consultation Visit, Trainer conducts an in-depth, real-time observation of the playground, a consultation with the school's leadership and recess team, and collaboratively developed action steps to support continued growth. A comprehensive written report of the consultation, complete with priority next steps, is provided for the school's leadership and recess team.
Distance learning support	In the event of site closures, Playworks will provide Customer with the following: <ul style="list-style-type: none"> • Curation of Playworks resources: Trainer will provide staff with guidance and support resources for virtual game implementation and self-directed play activities for students • Live "Virtual Play" Sessions: Trainer will lead virtual sessions with participants. For all live, synchronous support with students, an adult representative from Customer (teacher, staff, or volunteer) is required to be in virtual attendance. • Consultation Webinars: When in-person trainings are not possible, Playworks will provide school staff with professional development and support for in-person and distance learning play-based programming
Customized training notes	<ul style="list-style-type: none"> • Delivery Modifications: • Other

Program planning and impact

Planning calls and/or meetings	Prior to Trainer's on-site arrival, Customer agrees to manage communication with personnel participating in the Program and collaborate with Playworks to set up for the Program.
Program setup	Customer acknowledges that the Program requires setup and staff participation in order to deliver Program components effectively. No later than two weeks prior to Trainer's on-site arrival, Customer will ensure setup and required staff participation.

	If Program setup and staff participation falls below the minimum by two weeks prior to Trainer's on-site arrival, Playworks reserves the right to cancel and/or reschedule the Program.
Impact measurement tools	<p>Playworks may use one or more of the following tools to measure Program impact:</p> <ul style="list-style-type: none"> • Great Recess Framework observation tool: completed by Playworks staff after observing recess. • Recess observations and reflections: completed by Playworks staff after observing recess. • Annual Survey: completed voluntarily by school staff at the end of the year. • Recess Checkup: electronic quiz designed to assess safe and healthy play at recess. • Training Participant Surveys: electronic surveys designed to gauge satisfaction with training as well as changes in knowledge, attitudes, and behaviors.

Incorporation by reference

The terms and conditions of this Program Plan are hereby incorporated by reference and made a part of the Master Services Agreement, or Customer Agreement, when applicable.

Confirmed and agreed:

PLAYWORKS EDUCATION ENERGIZED

Signature: Calvin Hamilton

Printed Name: Calvin Hamilton

Title: Regional Partnership Director

Date: November 2nd, 2022

FOREST GROVE ELEMENTARY SCHOOL

Signature: _____

Printed Name: _____

Title: _____

Date: _____

STATEMENT OF WORK (SOW) and PAYMENT TERMS & SCHEDULE

This Statement of Work is governed by the terms and conditions of the Master Service Agreement (the "Agreement"), dated **November 2nd, 2022** by and between **Forest Grove Elementary School** ("Customer") and Playworks. In the event of a conflict between any term of this SOW and the Agreement, the terms of the Agreement will control. Customer agrees to pay for the Services described in this SOW according to the schedule below.

The Program school year **Start Date:** 12/1/2022 **End Date:** 6/15/2023

Service Deliverable	Completion Date	Invoice Amount	Invoice Date(s)
1. Recess Reboot	TBD	\$13,000.00	TBD
2. Consultation Visit [Full Day]	TBD	\$2,000.00	TBD
TOTAL AMOUNT		\$15,000.00	

Payment Terms:

- Playworks fees quoted for an academic school year may not be reduced by proration, regardless of program start or end date
- Payment on all invoices is due within 30 days of invoice date
- Please make all checks payable to Playworks Education Energized

Customer Accounts Payable detail	Contact Name & Title	
	Billing Address	
	Email <i>(please list the email address invoices should be sent to)</i>	
	PO#	
	Additional detail	

IN WITNESS WHEREOF, the parties hereto have executed this Statement of Work and agree to the payment terms and schedule.

PLAYWORKS EDUCATION ENERGIZED

Signature: Calvin Hamilton

Printed Name: **Calvin Hamilton**

NAME OF CUSTOMER: _____

Signature: _____

Printed Name: _____

Title: **Regional Partnership Director**

Date: **November 2nd, 2022**

Title: _____

Date: _____

- ☐ 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: January 19, 2023

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: Ratification of Contract for Services with Pedro Torres

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and ratify the contract for services with Pedro Torres for referee services at Pacific Grove Middle School (PGMS) 6th grade basketball games.

BACKGROUND:

This is renewal for services that had been contracted with Pedro Torres for PGMS basketball games prior to COVID.

INFORMATION:

The consultant shall serve as a basketball referee. Consultant shall use their specialized experience and skills to organize, maintain, and officiate at PGMS basketball games. The services will begin January 7th and commence in February of 2023.

FISCAL IMPACT:

The cost shall not exceed \$600 for term of the contract and will be funded by the PGMS donations account and PGMS Basketball game ticket sales.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Pedro Torres

SITE/DEPARTMENT Pacific Grove Middle School (PGMS) Athletic Teams

SUBMITTED BY Audrey Kitayama, PGMS Athletic Director

FUNDING SOURCE PGMS Donations Account and Athletics Ticket Sales

AGREEMENT TOTAL AMOUNT: Not to exceed \$600.00

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Pedro Torres ("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 basketball referee. Consultant shall use their specialized experience and skills to organize, maintain and serve in this capacity. Services shall include but not be limited to: officiating at basketball games.
2. **Term.** Consultant shall commence providing services under this Agreement on January 7, 2023 and will diligently perform as required and complete performance by February 11, 2023.
3. **Compensation.** District agrees to pay not to exceed \$600.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$600.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.

4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to the 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 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 the 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: Pedro Torres
 Address: 1524 Luzern St.
 City/State/Zip: Seaside, CA 93955
 Business Phone: 831-383-4729
 Email (Optional):

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: **Sean Roach**

Title: **Pacific Grove Middle School Principal**

Date: _____

Consultant

(Can sign BEFORE Board's approval)

Signature: _____

Name: _____

Date: _____

Human Resources

(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

- ☐ 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: Ratification Contract for Services with Monterey Peninsula Engineering for Emergency Water Line Repair at the District Office

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the contract for services with Monterey Peninsula Engineering for emergency water line repair at the District Office.

BACKGROUND:

After the November 23rd earthquake a significant water leak developed in the District Office parking lot. This water line repair was deemed to be a necessary emergency repair.

INFORMATION:

The contractors executing emergency work for the District are California Uniform Construction Cost Accounting approved contractors from our recent CUPCAA recruitment.

FISCAL IMPACT:

Not to exceed \$16,750.00

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

CONTRACTOR Monterey Peninsula Engineering

SITE/DEPARTMENT District Office/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00396

AGREEMENT TOTAL AMOUNT Sixteen Thousand Seven Hundred Fifty Dollars and no cents (\$16,750.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Monterey Peninsula Engineering ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as a Underground Utility Repair Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove asphalt, excavate valves and surrounding pipe to replace valves and repair leaks as required. Properly backfill, compact and replace asphalt.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 12/19/2022, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Sixteen Thousand Seven Hundred Fifty Dollars and no cents (\$16,750.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Sixteen Thousand Seven Hundred Fifty Dollars and no cents (\$16,750.00)

during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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**Contractor**

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

Name: Monterey Peninsula Engineering
 Address: 197 Healy Ave
 City/State/Zip: Marina, CA 93933
 Business Phone: (831) 384-4081
 Email (Optional): mike@mpe2000.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.** Contractor may not, without the written permission of the District, use other Contractors within Contractor's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Contractor is working directly with students, the Contractor shall not commence Services under this Agreement until the Contractor has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Contractor himself/herself

- ☐ Fingerprinting done by the organization independently (declare under perjury)-
Contractor's Employee(s)
☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor
(Can sign BEFORE Board's approval)

Signature:  _____

Name: Paul B. Bruno, Manager

Date: 12/16/2022

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: Ratification Contract for Services with Monterey Peninsula Engineering for Emergency Storm Drain Repairs at Pacific Grove High School

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the Ratification contract for services with Monterey Peninsula Engineering for emergency storm drain repairs at Pacific Grove High School.

BACKGROUND:

A failed storm drain located at the Pacific Grove High School was repaired in advance of the recent storms to ensure the safety of our students, faculty and staff and to prevent erosion and/or property damage.

INFORMATION:

The contractor executing this emergency work for the District is a California Uniform Construction Cost Accounting approved contractors from our recent CUPCCAA recruitment.

FISCAL IMPACT:

Not to exceed \$8,750.00

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

CONTRACTOR Monterey Peninsula Engineering

SITE/DEPARTMENT Pacific Grove High School/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00395

AGREEMENT TOTAL AMOUNT Eight Thousand Seven Hundred Fifty Dollars and no cents (\$8,750.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Monterey Peninsula Engineering ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as a Underground Utility Repair Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove concrete, excavate Storm drainpipe to replace and/or repair leaks as required. Properly backfill, compact and replace Concrete sidewalk. Includes removal of obsolete area drain.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 12/19/2022, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Eight Thousand Seven Hundred Fifty Dollars and no cents (\$8,750.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not

to exceed **Eight Thousand Seven Hundred Fifty Dollars and no cents (\$8,750.00)** during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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

Contractor

Name: Monterey Peninsula Engineering
 Address: 192 Healy Ave
 City/State/Zip: Marina, CA 93933
 Business Phone: (831) 384-4081
 Email (Optional): mike@mpe2000.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.** Contractor may not, without the written permission of the District, use other Contractors within Contractor's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Contractor is working directly with students, the Contractor shall not commence Services under this Agreement until the Contractor has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Contractor himself/herself

- ☐ Fingerprinting done by the organization independently (declare under perjury)-
Contractor's Employee(s)
☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor

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

Signature:  _____

Name: Paul B. Bruno, Manager

Date: December 16, 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: Ratification of Contract for Services with Tope's Tree Service for Emergency Tree Removal at Forest Grove Elementary School

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the ratification of contract for services with Tope's Tree Service for emergency tree removal at Forest Grove Elementary School.

BACKGROUND:

A recent storm caused three trees to fall at Forest Grove Elementary School near the Kindergarten Classes and a tree near G wing was considered to be an eminent risk for falling and was therefore removed.

INFORMATION:

The contractor executing emergency work for the District is a California Uniform Construction Cost Accounting approved contractors from our recent CUPCCAA recruitment.

FISCAL IMPACT:

\$3,500.00

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

CONTRACTOR Tope's Tree Service

SITE/DEPARTMENT Forest Grove Elementary

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00

AGREEMENT TOTAL AMOUNT Three Thousand Five Hundred Dollars and no cents (\$3,500.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Tope's Tree Service ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as an Emergency Tree Service Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove and dispose of trees that have fallen during a recent storm. One at Forest Grove Elementary School near the TK room and leaning on Oak tree and one small oak by the G wing. Stump removal not included as per Estimate 15556 dated 1/2/2023.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 1/2/2023, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Three Thousand Five Hundred Dollars and no cents (\$3,500.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Three Thousand Five Hundred Dollars and no cents (\$3,500.00) during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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**Contractor**

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

Name: Tope's Tree Service
 Address: PO Box 51964
 City/State/Zip: Pacific Grove, CA 93950
 Business Phone: (831) 373-7765
 Email (Optional): info@topestreeservice.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.** Contractor may not, without the written permission of the District, use other Contractors within Contractor's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Contractor is working directly with students, the Contractor shall not commence Services under this Agreement until the Contractor has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Contractor himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Contractor's Employee(s)

☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor

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

Signature: _____

Name: Andy Tye

Date: Tope's Tree Srs
11/21/23

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: Ratification of Contract for Services with Topes Tree Service for Emergency Tree Removal at Robert Down Elementary School and Pacific Grove High School

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the contract for services with Topes Tree Service for emergency tree removal at Robert Down Elementary School and Pacific Grove High School.

BACKGROUND:

A recent storm caused three trees to fall at the Pacific Grove High School and one tree at Robert H. Down Elementary School.

INFORMATION:

The contractor executing emergency work for the District is a California Uniform Construction Cost Accounting approved contractors from our recent CUPCCAA recruitment.

FISCAL IMPACT:

\$8,200.00

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

CONTRACTOR Tope's Tree Service

SITE/DEPARTMENT RHD, PGHS/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00

AGREEMENT TOTAL AMOUNT Eight Thousand Two Hundred Dollars and no cents (\$8,200.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Tope's Tree Service ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as an Emergency Tree Service Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove and dispose of trees that have fallen during a recent storm. One at Robert H. Down Elementary School and Three at Pacific Grove High School. To include stump removal as per Estimate 15506 dated 12/13/2022.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 12/27/2022, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Eight Thousand Two Hundred Dollars and no cents (\$8,200.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Eight Thousand Two Hundred Dollars and no cents (\$8,200.00) during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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

Contractor

Name: Tope's Tree Service
 Address: PO Box 51964
 City/State/Zip: Pacific Grove, CA 93950
 Business Phone: (831) 373-7765
 Email (Optional): info@topestreeservice.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.** Contractor may not, without the written permission of the District, use other Contractors within Contractor's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Contractor is working directly with students, the Contractor shall not commence Services under this Agreement until the Contractor has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Contractor himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Contractor's Employee(s)
 - ☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor

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

Signature: _____

Name: Andy Tope

Date: _____

Topel's Tree Srs
1/12/23

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: Ratification of Contract for Services with Topes Tree Service for Emergency Tree Removal at Pacific Grove High School

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the contract for services with Topes Tree Service for emergency tree removal at Pacific Grove High School.

BACKGROUND:

A recent storm caused three trees to fall at the Pacific Grove High School near the JV baseball Field.

INFORMATION:

The contractor executing emergency work for the District is a California Uniform Construction Cost Accounting approved contractor from our recent CUPCAA recruitment.

FISCAL IMPACT:

\$3,800.00

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

CONTRACTOR Tope's Tree Service

SITE/DEPARTMENT PGHS/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00

AGREEMENT TOTAL AMOUNT Three Thousand Eight Hundred Dollars and no cents (\$3,800.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Tope's Tree Service ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as an Emergency Tree Service Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove and dispose of tree that have fallen during a recent storm. Remove large fallen tree at the Pacific Grove High School Junior Varsity Baseball Field. Stump removal included as per Estimate 15559 dated 1/2/2023.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 1/2/2023, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Three Thousand Eight Hundred Dollars and no cents (\$3,800.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Three Thousand Eight Hundred Dollars and no cents (\$3,800.00) during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District

exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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

Contractor

Name: Tope's Tree Service
 Address: PO Box 51964
 City/State/Zip: Pacific Grove, CA 93950
 Business Phone: (831) 373-7765
 Email (Optional): info@topestreeservice.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.** Contractor may not, without the written permission of the District, use other Contractors within Contractor's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Contractor is working directly with students, the Contractor shall not commence Services under this Agreement until the Contractor has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Contractor himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Contractor's Employee(s)
 - ☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor

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

Signature: _____

Name: Andy Tope, Topels

Date: 1/12/23 Tree Srs

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: Ratification of Contract for Services with Topes Tree Service for Emergency Tree Removal at the Pacific Grove Adult School

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify ratification of contract for services with Topes Tree Service for emergency tree removal at the Pacific Grove Adult School.

BACKGROUND:

A recent storm caused three trees to fall at the Pacific Grove Adult School. Additionally, there is large Monterey Pine that has dropped large limbs on the preschool playground no less than 4 times. This tree will be removed as it is a risk. Two additional dead Monterey Pines are to be removed in the Eucalyptus grove as a safety precaution.

INFORMATION:

The contractor executing emergency work for the District is a California Uniform Construction Cost Accounting approved contractors from our recent CUPCAA recruitment.

FISCAL IMPACT:

\$9,300.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

CONTRACTOR Tope's Tree Service

SITE/DEPARTMENT PG Adult School/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00

AGREEMENT TOTAL AMOUNT Nine Thousand Three Hundred Dollars and no cents (\$9,300.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Tope's Tree Service ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as an Emergency Tree Service Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove and dispose of trees that have fallen during a recent storm. Remove leaning pine that has been dropping limbs on the Preschool playground. Remove two dead pines trees in the Eucalyptus grove. Remove large fallen tree at the Pacific Grove Adult School including Stump removal included as per Estimate 15560 dated 1/3/2023.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 1/2/2023, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Nine Thousand Three Hundred Dollars and no cents (\$9,300.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Nine Thousand Three Hundred Dollars and no cents (\$9,300.00) during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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

Contractor

Name: Tope's Tree Service
 Address: PO Box 51964
 City/State/Zip: Pacific Grove, CA 93950
 Business Phone: (831) 373-7765
 Email (Optional): info@topestreeservice.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.** Contractor may not, without the written permission of the District, use other Contractors within Contractor's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Contractor is working directly with students, the Contractor shall not commence Services under this Agreement until the Contractor has submitted and the District has approved the following document:
 - ☐ DOJ Clearance Previously Received
 - ☐ Fingerprinting/Criminal Background Check-Contractor himself/herself
 - ☐ Fingerprinting done by the organization independently (declare under perjury)- Contractor's Employee(s)

☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor

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

Signature: _____

Name: Andy Tope, Tope's Tree Svs

Date: 4/12/23

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: Ratification of Contract for Services with Pacific Coast Tree Service for Emergency Tree Removal at the District Office

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the ratification of contract for services with Pacific Coast Tree Service for emergency tree removal at the District Office.

BACKGROUND:

A recent storm caused a very large Cypress tree to fall at the District Office.

INFORMATION:

The contractor executing emergency work for the District is a California Uniform Construction Cost Accounting approved contractors from our recent CUPCCAA recruitment.

FISCAL IMPACT:

\$3,800.00

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

CONTRACTOR Pacific Coast Tree Service

SITE/DEPARTMENT District Office/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00

AGREEMENT TOTAL AMOUNT Three Thousand Eight Hundred Dollars and no cents (\$3,800.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Pacific Coast Tree Service ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as an Emergency Tree Service Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove and dispose of tree that has fallen during a recent storm. Remove fallen cypress tree at district office leave wood chips on site in designated area as per Estimate 1926 dated 12/29/2022.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 1/6/2023, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Three Thousand Eight Hundred Dollars and no cents (\$3,800.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed Three Thousand Eight Hundred Dollars and no cents (\$3,800.00) during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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

Contractor

Name: Pacific Coast Tree Service
 Address: 1501 Oyster Bay Ct.
 City/State/Zip: Salinas, CA 3906
 Business Phone: (831) 809-0954
 Email : pacificcoasttreeservices@gmail.com

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

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

- ☐ Fingerprinting done by the organization independently (declare under perjury)-
Contractor's Employee(s)
☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor

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

Signature: Erika Vargas

Name: Erika Vargas

Date: January 9, 2023

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: Ratification of Contract for Services with Pacific Tree Service for Emergency Tree Removal at Pacific Grove High School

DATE: January 19, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board review and ratify the contract for services with Pacific Tree Service for emergency tree removal at Pacific Grove High School.

BACKGROUND:

A Recent storm requires the removal partially fallen trees behind the team room at the football field, one tree that is leaning severely and one other tree that is now leaning toward the scoreboard

INFORMATION:

The contractor executing emergency work for the District is a California Uniform Construction Cost Accounting approved contractors from our recent CUPCCAA recruitment.

FISCAL IMPACT:

\$2,600.00

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
INDEPENDENT CONTRACTOR AGREEMENT**

CONTRACTOR Pacific Coast Tree Service

SITE/DEPARTMENT PG High School/Facilities

SUBMITTED BY Jon Anderson

FUNDING SOURCE PO23-00

AGREEMENT TOTAL AMOUNT Two Thousand Six Hundred Dollars and no cents (\$2,600.00)

The District employee providing the attached Independent Contractor 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 Contractor Agreement. The Independent Contractor 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 Contractor Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Pacific Coast Tree Service ("Contractor") (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 Contractor 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 Contractor shall furnish to the District the following services herein by this reference ("Services" or "Work"): Contractor shall serve as an Emergency Tree Service Contractor. Contractor shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Remove and dispose of trees that have fallen during a recent storm. Remove partially fallen tree behind the team room at the football field, one tree that is leaning severely and one other tree that is now leaning toward the scoreboard, as per Estimate 1932 dated 12/28/2022.
2. **Term.** Contractor shall commence providing services under this Agreement on or about 1/6/2023, and will diligently perform as required and complete performance by 1/31/2023.
3. **Compensation.** District agrees to pay Two Thousand Six Hundred Dollars and no cents (\$2,600.00) to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not

to exceed **Two Thousand Six Hundred Dollars and no cents (\$2,600.00)** during the term of this Agreement. District shall pay Contractor 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 Contractor submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
5. **Independent Contractor.** Contractor, in the performance of this Agreement, shall be and act as an Independent Contractor. Contractor 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. Contractor 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 Contractor. In the performance of the Services herein contemplated, Contractor is an independent Contractor 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.** Contractor represents that Contractor has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Contractor'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.** Contractor'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 Contractor only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Contractor. Notice shall be deemed given when received by the Contractor or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Contractor.** Contractor may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Contractor for services satisfactorily rendered to the date of termination. Written notice by Contractor shall be sufficient to stop further performance of services to District. Contractor 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 Contractor; or
 - 7.3.2. Any act by Contractor 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 Contractor. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Contractor 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.** Contractor 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 Contractor.** The District may evaluate the Contractor's performance. In no event shall an evaluation of Contractor 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 Contractor, 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.** Contractor shall defend, indemnify, and hold harmless District and its agents, representatives, officers, Contractors, 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 Contractors) 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 Contractor, its agents, subcontractors, employees, material or equipment suppliers, invitees, or licensees (collectively, the "Contractor Parties") in the performance of or failure to perform Contractor's or Contractor Parties' obligations under this Agreement, including, but not limited to Contractor's or Contractor 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 Contractor or Contractor Parties under the California Fair Employment and Housing Act ("FEHA").
12. **Confidentiality.** The Contractor and all Contractor's agents, personnel, employee(s), and/or Sub-Contractor(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

Contractor

Name: Pacific Coast Tree Service
 Address: 1501 Oyster Bay Ct.
 City/State/Zip: Salinas, CA 3906
 Business Phone: (831) 809-0954
 Email :pacificcoasttreeservices@gmail.com

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

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

- ☐ Fingerprinting/Criminal Background Check-Contractor himself/herself
☐ Fingerprinting done by the organization independently (declare under perjury)-
 Contractor's Employee(s)
☒ N/A (no direct contact with students)

23. **W-9.** Contractor 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: Jon Anderson

Title: Director of MOT

Date: _____

Contractor

(Can sign BEFORE Board's approval)

Signature: Erika Vargas

Name: Erika Vargas

Date: January 9, 2023

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: Board Member Travel Conference

DATE: January 19, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

Board President Carolyn Swanson would like the Board to discuss and approve her attending the Coast2Coast California School Board Association Federal Advocacy Trip to Washington, D.C.

INFORMATION:

Conference dates are Monday, April, 24 – Wednesday, April 26, 2023.

Intended to take advocacy to the next level.

The California School Board Association (CSBA) and the Association of California School Administrators (ACSA) will hold the second annual 2023 Coast2Coast Federal Advocacy Trip to Washington D.C. to shine a light on the issues affecting the state's 6 million students. California guidance team members - school and county board members and superintendents - are urged to attend this three-day annual event held in our nation's Capitol.

The event will begin with a day of education policy specific to California, an "insiders" briefing on the latest politics affecting federal education policy, and a networking opportunity with prominent D.C. figures and fellow educators. The training is followed by two days of meetings on Capitol Hill to advocate directly with California congressional representatives, White House officials, key federal agency leaders and other top policymakers.

Location

Capitol Hilton

1001 16th Street NW | Washington, D.C. | 20036

t: 202-393-1000

Accommodations

Possible accommodations (if available) at the Capital Hilton, a historic hotel in the heart of the nation's capital, less than a mile from McPherson Sq metro station. The National Mall, Georgetown, and the Smithsonian National Air and Space Museum are within two miles. Comfortable rooms and suites, two restaurants, and an extensive event space. Just two blocks away from the U.S. Capitol makes this the perfect stay for our Coast2Coast event.

Optional pre-conference activities and networking events on Sunday, April 23 will be announced at a later date.

Regular: \$675 until January 15, 2023
Late: \$795 starting January 16, 2023

Cancellation of Registration

Should an attendee need to cancel, a \$50.00 cancellation fee will be deducted from the event registration fee until March 31, 2023. After March 31, 2023, a 50 percent cancellation fee shall be applied until April 14, 2023. No refunds will be given after April 14, 2023.

FISCAL IMPACT:

Registration \$795 starting January 16, 2023.
Additional costs include hotel, flight, meals and additional travel expenses.
Funding through the Board travel budget.
This is a new cost and not previously budgeted.

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☒ Credibility and Communication
☒ Fiscal Solvency, Accountability and Integrity

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SUBJECT: First and/or Final Read of New Board Bylaw Exhibit 9322 Agenda/Meeting Materials

DATE: January 19, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Administration recommends the Board review and approve the new Board Bylaw Exhibit 9322 Agenda/Meeting Materials regarding placing an item on an agenda.

INFORMATION:

The new Exhibit and Google Form are intended to be used for Board members as well as members of the public to request a matter within the jurisdiction of the Board to be placed on the agenda of a regular meeting.

Exhibit 9322-E(1): Agenda/ Meeting Materials

Status: DRAFT

Original Adopted Date: Pending

Request a Board Agenda Item

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation. If the item is within the jurisdiction of the Board and not covered by an existing policy or regulation, the item shall be placed on the agenda of the next regular Board meeting, allowing for consideration of time constraints and staff availability.

The Board President and Superintendent shall decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote, an information item that does not require immediate action, or a consent item that is routine in nature and for which not discussion is anticipated.

~ From [Board Bylaw 9322](#)

Board members and members of the public may use the Google Form below to submit an agenda request. Submitting the information using this Google Form will meet the requirement of submitting a request "in writing."

GOOGLE FORM LINK TO BE INSERTED HERE

Policy Reference Disclaimer:

These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

State	Description
Ed. Code 35144	Special meeting
Ed. Code 35145	Public meetings
Ed. Code 35145.5	Agenda; public participation and regulations
Ed. Code 49061	Definitions; directory information
Ed. Code 49073.2	Privacy of student and parent/ guardian personal information; minutes of board meeting
Gov. Code 53635.7	Separate item of business for borrowing of \$100,000 or more

Gov. Code 54954.1	Request for copy of agenda or agenda packet by member of public
Gov. Code 54954.2	Agenda posting requirements; board actions
Gov. Code 54954.3	Opportunity for public to address legislative body
Gov. Code 54954.5	Closed session item descriptions
Gov. Code 54956.5	Emergency meetings
Gov. Code 54957.5	Public records
Gov. Code 54960.2	Challenging board actions; cease and desist
Gov. Code 7920.000 - 7930.170	California Public Records Act
Gov. Code 95000-95004	California Early Intervention Services Act
Federal	Description
28 CFR 35.160	Effective communications for individuals with disabilities
28 CFR 36.303	Nondiscrimination on the basis of disability, public accommodations, auxiliary aids and services
42 USC 12101-12213	Americans with Disabilities Act
Management Resources	Description
Attorney General Opinion	99 Ops. Cal. Atty. Gen. 11 (2016)
Attorney General Opinion	78 Ops. Cal. Atty. Gen. 327 (1995)
Attorney General Publication	The Brown Act: Open Meetings for Legislative Bodies, rev. 2003
Court Decision	Caldwell v. Roseville Joint Union High School District, (2007) U.S. Dist. LEXIS 66318
Court Decision	Mooney v. Garcia, (2012) 207 Cal.App.4th 229
CSBA Publication	The Brown Act: School Boards and Open Meeting Laws, rev. 2019
CSBA Publication	Call to Order: A Blueprint for Great Board Meetings, 2018
Website	CSBA District and County Office of Education Legal Services
Website	California Attorney General's Office
Website	CSBA

Cross References

Code	Description
0000	Vision
0200	Goals For The School District
0410	Nondiscrimination In District Programs And Activities
1100	Communication With The Public
PGUSD	

1112	<u>Media Relations</u>
1113	<u>District And School Web Sites</u>
1113	<u>District And School Web Sites</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.1	<u>Complaints Concerning District Employees</u>
1312.2	<u>Complaints Concerning Instructional Materials</u>
1312.2	<u>Complaints Concerning Instructional Materials</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3	<u>Uniform Complaint Procedures</u>
1312.3-E(1)	<u>Uniform Complaint Procedures</u>
1312.3-E(2)	<u>Uniform Complaint Procedures</u>
1312.4	<u>Williams Uniform Complaint Procedures</u>
1312.4-E(1)	<u>Williams Uniform Complaint Procedures</u>
1312.4-E(2)	<u>Williams Uniform Complaint Procedures</u>
1340	<u>Access To District Records</u>
1340	<u>Access To District Records</u>
1400	<u>Relations Between Other Governmental Agencies And The Schools</u>
2210	<u>Administrative Discretion Regarding Board Policy</u>
3100	<u>Budget</u>
3312	<u>Contracts</u>
3320	<u>Claims And Actions Against The District</u>
3320	<u>Claims And Actions Against The District</u>
3460	<u>Financial Reports And Accountability</u>
3460	<u>Financial Reports And Accountability</u>
4312.1	<u>Contracts</u>
5144.1	<u>Suspension And Expulsion/ Due Process</u>
5144.1	<u>Suspension And Expulsion/ Due Process</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1	<u>Selection And Evaluation Of Instructional Materials</u>
6161.1-E(1)	<u>Selection And Evaluation Of Instructional Materials</u>
9012	<u>Board Member Electronic Communications</u>
9121	<u>President</u>

9122	<u>Secretary</u>
9130	<u>Board Committees</u>
9150	<u>Student Board Members</u>
9200	<u>Limits Of Board Member Authority</u>
9310	<u>Board Policies</u>
9320	<u>Meetings And Notices</u>
9321	<u>Closed Session</u>
9321-E(1)	<u>Closed Session</u>
9321-E(2)	<u>Closed Session</u>
9323	<u>Meeting Conduct</u>
9323.2	<u>Actions By The Board</u>
9323.2-E(1)	<u>Actions By The Board</u>
9323.2-E(2)	<u>Actions By The Board</u>
9324	<u>Minutes And Recordings</u>

Request a Board Agenda Item

Any Board member or member of the public may request that a matter within the jurisdiction of the Board be placed on the agenda of a future regular meeting. The request shall be submitted in writing to the Superintendent or designee with supporting documents and information, if any, at least one week before the meeting date at which the item has been scheduled to be considered. Items submitted less than a week before the scheduled meeting date may be postponed to a later meeting in order to allow sufficient time for consideration and research of the issue.

The Board president and Superintendent shall decide whether a request is within the subject matter jurisdiction of the Board. Items not within the subject matter jurisdiction of the Board may not be placed on the agenda. In addition, before placing the item on the agenda, the Board president and Superintendent shall determine if the item is merely a request for information or whether the issue is covered by an existing policy or administrative regulation..

If the Board president and Superintendent deny a request from a Board member, or a member of the public, to place an item on the agenda, the Board member may request the Board to take action to determine whether the item shall be placed on the agenda.

The Board president and Superintendent shall also decide whether an agenda item is appropriate for discussion in open or closed session, and whether the item should be an action item subject to Board vote or an information item that does not require immediate action.

~ From [Board Bylaw 9322](#)

Board members and members of the public may use the Google Form below to submit an agenda request. Submitting the information using this Google Form will meet the requirement of submitting a request "in writing."

mackerman@pgusd.org [Switch account](#)



* Required

Email *

Your email



Requesting Party *

Your answer

Phone Number *

Your answer

Please input the item title/details you are requesting to be agenized and attach any supporting documents/information. *

Your answer

Submit

Clear form

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This form was created inside of Pacific Grove Unified School District. [Report Abuse](#)

Google Forms



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SUBJECT: Board Calendar/Future Meetings

DATE: January 19, 2023

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 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	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 ✓ School Accountability Report Cards ✓ 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 ✓ Superintendent Goals ✓ 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
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**Quarterly District Safety Update and Quarterly Facilities Projects Update as needed*

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

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

SUBJECT: Special Board Meeting Planning

DATE: January 19, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The District Administration recommends the Board discuss Special Board Meetings.

INFORMATION:

The Board requested this item to be placed under Information/Discussion in order to plan for 2023 Special Board meetings related to Board governance, operations and communications.



Good Beginnings Workshop

All Governance Consulting Services workshops provide customized support to assist school district governance teams in strengthening their leadership skills, improving their organizational effectiveness and keeping district efforts focused on learning and achievement for all students.

CSBA Good Beginnings workshops, which follow the hiring of a new superintendent and/or the election of new board members, are specifically designed to help governance teams create a framework for the new governance team.

Workshops are individually tailored for districts and are conducted as open meetings of the governing board in accordance with the Brown Act. The pre-workshop process includes individual phone interviews with all governance team members.

The workshop is based on CSBA's Four Building Blocks of Effective Governance:

1. Unity of Purpose
2. Roles and Responsibilities
3. Positive Governance Team Culture (norms)
4. Supportive Structures and Processes (protocols)

During the six-hour workshop, the GCS consultant will facilitate discussions among team members to begin the process of:

- › Identifying the team's Unity of Purpose—the shared core values and beliefs—the foundation from which all work of the governance team flows
- › Gaining clarity on the role and responsibilities of the board and the role responsibilities and duties of the superintendent
- › Developing norms and protocols that will assist the team to work effectively toward the attainment of governance team priorities
- › Discussing additional topics such as goal setting and superintendent evaluation.

Following the workshop the governance team will receive workshop notes from the GCS consultant that will include:

- › All agreements reached by the team during the workshop
- › The proposed next steps that the team plans to take to complete and institutionalize the work begun during the workshop
- › Other relevant information that the GCS consultant believes is important to include

Considerable flexibility in scheduling is available to meet the governance team's needs. The six-hour workshop can be held:

- › On a single day during the week or on a Saturday (usually between 9:00 a.m. and 3:00 p.m.—but the hours are flexible)
- › Over two evenings (three hours each evening)
- › Three hours in an evening and three hours the next morning (during the week and/or including Saturday morning)

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SUBJECT: Board Agenda Format Regarding Land Management Acknowledgement

DATE: January 19, 2023

PERSON(S) RESPONSIBLE: Ralph Gómez Porras, Superintendent

RECOMMENDATION:

The Board will discuss adding a Land Acknowledgement to the Board agenda and opening remarks of Board meetings.

INFORMATION:

The following Land Acknowledgement was provided by **Roberto Núñez, Ed.D.**, Director of Leadership and School Systems of Monterey County Office of Education:

Land Acknowledgement

We want to start by acknowledging the land we are on is Native land. What is now known as Monterey County includes the ancestral lands of the Ohlone Nation, Ohlone Costanoan Esselen Nation, Rumsen, the AmaH Mutzun, and the Salinan Nation, who cared for these lands for thousands of years.

This land of mountain ranges, valleys, marshlands, and chaparral was once one of the most densely populated native lands north of Mexico.

This changed with the arrival of Europeans in these lands. Spanish invaders constructed missions along the California coast and the number of Indigenous Californians dropped from 300,000 to 250,000.

Another 100,000 native people were murdered in just the first three years of the Gold Rush.

When California became a state in 1850, it is well documented that the state government perpetrated genocide against the Ohlone people and many of the leaders of these mass murders were rewarded with positions in state and federal government.

To this day, indigenous peoples, like the Ohlone Costanoan Esselen Nation are fighting for their lands, their burial sites, for federal recognition of their tribal governments, and to protect the land and water.

And today as well, the agricultural lands of Monterey County are worked by indigenous peoples from Mexico and Central America, such as the Zapoteco, Mixteco and Triqui, and that similar migration patterns existed long before Europeans arrived here.

We pay respect to the Elders, past, present and emerging, for they hold the memories, the traditions, the culture and hopes of the first peoples, these lands, and all our relations.

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SUBJECT: Future Agenda Items

DATE: January 19, 2023

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 January 19, 2023 Regular Board Meeting:

- Added March 17, 2022: Board Self Evaluation (TBA)
- Added May 19, 2022: Teacher of the Year Recognition (TBA)
- 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 (TBA)
- Added November 17, 2022: California Healthy Kids Survey Presentation (TBA)