

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT  
BOARD OF EDUCATION  
REGULAR MEETING: THURSDAY, MARCH 16, 2023**

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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:** March 16, 2023

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

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

Trustees  
*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/84015311544?pwd=RnNkOTByekhrZWkKemoyM1Q2MjU0Zz09>

Meeting ID: 840 1531 1544

Passcode: 587647

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/84015311544?pwd=RnNkOTByekhrZWkKemoyM1Q2MjU0Zz09>

**Additional Teleconferencing Location**

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

Embassy Suites by Hilton Philadelphia Airport

9000 Bartram Avenue, Philadelphia, PA 19153

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

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

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

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**AGENDA AND ORDER OF BUSINESS**

**I. OPENING BUSINESS**

A. Call to Order

B. Roll Call

C. Adoption of Agenda

- Board Questions/Comments:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

**II. CLOSED SESSION**

A. Identify Closed Session Topics

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

1. 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. Government Code Section 54956.9 subdivision (d)(1)  
Conference With Legal Counsel – Existing Litigation  
Case Name: In re: Juul Labs Inc., Marketing, Sales Practices, and Product Liability Litigation, Case No. 3:19-md-02913, in the U.S. District Court for the Northern District of California
4. Government Code Section 54956.8  
Real Property Negotiations  
Monterey Bay Charter School Lease Amendment #18, Location 1004 David Ave, Pacific Grove, CA 93950
5. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
6. Superintendent Goals review

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

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**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. Government Code Section 54956.9 subdivision (d)(1)  
Conference With Legal Counsel – Existing Litigation  
Case Name: In re: Juul Labs Inc., Marketing, Sales Practices, and Product Liability Litigation, Case No. 3:19-md-02913, in the U.S. District Court for the Northern District of California
4. Government Code Section 54956.8  
Real Property Negotiations  
Monterey Bay Charter School Lease Amendment #18, Location 1004 David Ave, Pacific Grove, CA 93950
5. Public Employee Discipline/Dismissal/Release/Complaint [Government Code § 54957]
6. Superintendent Goals review

B. Pledge of Allegiance

**IV. COMMUNICATIONS**

A. Written Communication

B. Board Member Comments

C. Superintendent Report

**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.*

A. PGUSD Staff Comments (Non-Agenda Items)

B. Community Members (Non-Agenda Items)

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**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 March 2, 2023 Board Meeting 9  
Recommendation: (Ralph Gómez Porras, Superintendent) Approval of minutes as presented.
- B. Certificated Assignment Order #13 20  
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Certificated Assignment Order #13.
- C. Classified Assignment Order #13 22  
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the Classified Assignment Order #13.
- D. Acceptance of Donations 24  
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve acceptance of donations referenced below.
- E. Cash Receipts No. 13 25  
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.
- F. Out of County or Overnight Activities 27  
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The Administration recommends that the Board approve or receive the request as presented.
- G. Warrant Schedule No. 653 35  
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. Quarterly Report on Williams Uniform Complaints 37  
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186 (d).
- I. Contract for Services with California Towing and Transport for 2023-24 39  
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board review and approve the contract for services with California Towing & Transport for 2023-24 to provide the District with Towing Services for District buses.
- J. Contract for Services with Montage Health MoGo Urgent Care for 2023-24 46  
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board review and approve the contract for services with Montage Health MoGo Urgent Care for 2023-24 to provide the District with annual physical exams required for Department of Transportation compliance.

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- K. Contract for Services with Monterey Bay Pest Control for 2023-24 53  
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board view and approve the contract for services with Monterey Bay Pest Control for pest control service for 2023-24.
- L. Contract for Services with Monterey Fire Extinguisher for 2023-24 60  
Recommendation: (Jon Anderson, Director of Maintenance, Operations and Transportation) The District Administration recommends that the Board review and approve the contract for services with Monterey Fire Extinguisher for Fire extinguisher inspections and service for 2023-24.
- M. Electronic Equipment Surplus 67  
Recommendation: (Louis Algaze, Director of Technology Systems) The District Administration recommends the Board review and approve the disposal of the obsolete electronic equipment listed in the following documentation.
- N. Contract for Service with Wonder Woofs K-9 Safety Dogs 73  
Recommendation: (Barbara Martinez, Adult School Principal) The Administration recommends approval of the contract for services with Wonder Woofs K-9 Narcotic Unit to provide search and drug prevention services for the Pacific Grove Unified School District (PGUSD).
- O. Contract for Services with Mary Lee Sunseri for 2023-24 79  
Recommendation: (Barbara Martinez, Adult School Principal) The District Administration recommends the Board review and approve the contract for services with Mary Lee Sunseri to provide Parent Enrichment classes at Pacific Grove Adult School for Fall, Winter, and Spring sessions in the 2023-2024 school year.
- P. Contract for Services with Medics for Life, Inc. 86  
Recommendation: (Barbara Martinez, Adult School Principal) The District Administration recommends the Board review and approve the contract for services with Medics for Life, Inc to train adult school staff in infant/child/adult CPR certification at the Pacific Grove Adult School.
- Q. Contract for Services with Uretsky Investigation Security 93  
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Business Office recommends that the Board approve the Contract for Services agreement between Pacific Grove Unified School District and Uretsky Investigation Security to provide residency investigation services for the 2023-24 fiscal year.
- Board Comments/Questions:
  - Public Comment:
  - Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

**VII. PUBLIC HEARING**

- A. Public Hearing of *The Living Earth* (2020) Textbook for 9<sup>th</sup> and 10<sup>th</sup> Grade Biology at Pacific Grove High School 99  
Public Hearing (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board hold a public hearing for *The Living Earth* (2020) Textbook for 9<sup>th</sup> and 10<sup>th</sup> Grade Biology at Pacific Grove High School.
- Open Public Hearing: \_\_\_\_\_ Close Public Hearing: \_\_\_\_\_

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- B. Public Hearing of *Chemistry in the Earth System (2020)* Textbook for 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> Grade Chemistry at Pacific Grove High School 102  
Public Hearing (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board hold a public hearing for *Chemistry in the Earth System (2020)* Textbook for 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> Grade Chemistry at Pacific Grove High School.

Open Public Hearing: \_\_\_\_\_ Close Public Hearing: \_\_\_\_\_

**VIII. ACTION/DISCUSSION**

- A. Adoption of Resolution No.1103 – Issuance of a Tax and Revenue Anticipation Note (TRAN) Not To Exceed \$7,500,000 105  
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District recommends that the Board review and approve Resolution No.1103 for participation in the California School Board Association (CSBA) Cash Reserve Program for the 2023-2024 Tax and Revenue Anticipation Note (TRAN) for an amount not-to-exceed \$7,500,000.

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

- B. Renewal Contract for Financial Advisory Services with Dale Scott and Company (DS&C) for 2023-2024 147  
Recommendation: (Joshua Jorn, Assistant Superintendent for Business Services) The District Administration recommends that the Board approve the attached contract for Financial Advisory Services, Continuing Disclosures, and Independent Citizens Oversight Committee Assistance with Dale Scott and Company (DS&C).

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

- C. Agreement for Legal Services with Lozano Smith for 2023-24 153  
Recommendation: (Ralph Gómez Porras, Superintendent) The Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2023-24.

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

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- D. Revision to the Salary Schedule for the position of Adult School Program Coordinator 160  
Recommendation: (Billie Mankey, Director II of Human Resources) The District Administration recommends the Board review and approve the proposed increase to the salary range for Adult School Program Coordinator, funded through the Adult School consortium allocation, and/or provide recommended feedback and direction.

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

- E. First and/or Final Reading of New Regulation 1250.3 Areas Open to Visitors/Guests 161  
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board review and approve the new Regulation 1250.3 Areas Open to Visitors/Guests, as recommended by the Monterey County Office of Education.

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

- F. Land Acknowledgement 165  
Recommendation: (Ralph Gómez Porras, Superintendent) The District Administration recommends that the Board continue the discussion of the approved Land Acknowledgement statement for Pacific Grove Unified School District to honor the indigenous people of the area including the OHLONE, COSTANOAN & ESSELEN Nations.

- Board Comments/Questions:
- Public Comment:
- Move: \_\_\_\_\_ Second: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

- G. Board Calendar/Future Meetings 166  
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: \_\_\_\_\_ Roll Call Vote: \_\_\_\_\_  
Trustees: C. Swanson \_\_\_\_ McNary \_\_\_\_ Hazen \_\_\_\_ Ottmar \_\_\_\_ B. Swanson \_\_\_\_

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**IX. INFORMATION/DISCUSSION**

A. Summer School Credit Recovery 170

Recommendation: (Larry Haggquist, Teacher on Special Assignment; Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board review the presentation for the purpose of information and discussion. No action recommended.

- Board Questions/Comments:
- Public Comment:
- Direction: \_\_\_\_\_

B. Governance: Board Meeting Efficiency 183

Recommendation: (Ralph Gómez Porras, Superintendent) It is recommended that the Board discuss Board meeting efficiency as part of the regular meeting process.

- Board Questions/Comments:
- Public Comment:
- Direction: \_\_\_\_\_

C. Future Agenda Items 184

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 May 19, 2022: Teacher of the Year Recognition (TBA)
- Added February 2, 2023: CSBA Policy Update (April 6, 2023)
- Added February 10, 2023: PE Program Presentation (April 6, 2023)
- Added March 2, 2023: Board Policy to establish sports teams (April 6, 2023)
- Board Questions/Comments:
- Public Comment:
- Direction: \_\_\_\_\_

**X. ADJOURNMENT**

Next regular Board meeting: April 6, 2023



PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION  
Minutes of Regular Meeting of March 2, 2023 – District Office

**I. OPENED BUSINESS**

A. Called to Order 5:30 p.m.

B. Roll Call

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

C. Adopted Agenda

President Swanson read a statement concerning teleconferencing for Trustees Brian Swanson and Jennifer McNary.

Changes to the Agenda include revised Consent Agenda B- Minutes of February 21, 2023 to reflect that Student Board Representative Rey Avila was not present at the meeting; revised Consent Agenda K- J-13A Waiver- Request to CDE for Attendance Allowance, revision includes corrected dates on J-13A form; 2022-23 school year calendar; Walk-On Out of County or Overnight Activity for an event happening in 3 days.

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION LO/EH to adopt agenda as amended.  
 Motion CARRIED by roll call 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 5:35 p.m.

### 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.

Regarding Item 3 Conference with Legal Counsel Regarding Pending Litigation

President Swanson read the following statement:

By a unanimous vote of the Board, we voted to approve a mutual compromise and release agreement to settle Monterey County Superior Court Case Number 22CV003133, *Imogen Erickson v. Governing Board of the Pacific Grove Unified School District*. Under the terms of the agreement, Petitioner will dismiss her lawsuit in full and the District will reclassify Petitioner's employment status with the District. There was no admission of liability by either party.

Regarding Item 5 Superintendent Goals review

This item was not discussed and will be brought to the next Closed Session on Thursday, March 16, 2023.

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

**IV. RECOGNITION**

Congressional Aide Xochitl Guerrero, from the Office of Congressman Jimmy Panetta, presented special recognition to District Nurse Katrina Powley for her outstanding efforts during the pandemic, exceeding expectations to ensure the safety of our students, staff, and families. Superintendent Porras and Board members thanked Nurse Powley for her work.

The Board took a brief recess following the recognition.

**V. COMMUNICATIONS**

A. Written Communication

CS noted:

- Concerns regarding the Pacific Grove Unified School District Safety Plans
- Tree replating plan
- Gratitude to Ms. D'Amico AP environmental science field trip
- Gratitude to Superintendent Porras for attending Forest Grove Elementary School safety debrief
- Gratitude to the Pacific Grove High School staff during secure campus
- Aspire Health regarding diabetes education
- Grant information from California State Parks
- Multiple emails in support of girls freshman volleyball
- Suggestions to add a Vice Principal to elementary schools
- Monterey County School Board Association invitation to the annual dinner
- Fundraiser for youth Ambassadors
- Forest Grove Elementary School parent safety concern
- Against skate park near residential neighborhoods
- Buses for field trips from Forest Grove Elementary School to downtown Pacific Grove
- Spelling bee at Robert Down Elementary School
- Choir change at Pacific Grove High School and negative effects on her student
- Kind email from a Trustee in the Bay Area saying she heard the Board meeting and said they are effective and positive and asked for some tips
- Rotary asking for exception on fingerprinting policy
- Pacific Grove Unified School District and the City of Pacific Grove partnership active spaces
- CALTRANS working on a ribbon cutting date

JM noted:

- Thank you to all the counselors
- Community Human Services communications
- CSBA trainings

BS noted:

- Link to a meal train, asked public please do not send random links without context because they will not be opened

EH noted:

- Communication regarding Community High School tour of Hopkins Marine Station

**B. Board Member Comments**

BS reminded everyone to stay cautious and use hand sanitizer and wear a mask.

CS asked about summer school meals; noted volleyball item was moved to the top of the agenda after Consent.

Student Board Representative Rey Avila said it was cool to see the teachers in the audience, provided an update on activities and events happening at Pacific Grove High School.

EH appreciated hearing from and seeing so many teachers at the board meeting and to apologize personally for any hurt caused by the opening offer; proud of Dayci and Hailie representing district at Poetry Out Loud, asked to continue to represent the district and parents and district employees, please keep sharing such activities with the board; attended a course on best practices on budget finance with Monterey County School Board Association, a lot of advice for LCFF rather than basic aid.

JM noted the boys and girls basketball team playoffs; attended the board meeting regarding the skate park, noted both sites put forward by City Council were on District property.

**C. Superintendent Report**

Superintendent Porras noted the District is anticipating a meeting with the City of Pacific Grove soon regarding the skate park, discussions will come soon, grant deeds go along with said properties; noted the COVID state of emergency has been lifted, the District awaits information from the Governor regarding guidance; noted vaccination cards for volunteers has been lifted.

CS noted masks and test kits are still available for children and adults at the school sites.

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

The following employees spoke in support of teacher raises, noted cost of living increase, high healthcare benefits costs, and asked the Board to bring a more substantial offer to negotiations:

Mary Hiserman  
 Hetal Patel  
 Matt Kelly  
 Kari Serpa  
 Darcy Tuinenga  
 Erica Chavez  
 Lauralea Gaona  
 Lauralea Gaona read a letter on behalf of Jolynn Costales  
 Sally Richmond

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

None

**VII. CONSENT AGENDA**

- A. Minutes of February 2, 2023 Board Meeting
- B. Minutes of February 21, 2023 Special Board Meeting
- C. Certificated Assignment Order #12
- D. Classified Assignment Order #12
- E. Acceptance of Donations
- F. Cash Receipts No. 12
- G. Revolving Cash Report No. 4
- H. Out of County or Overnight Activities
- I. Ratification of Out of County or Overnight Activities
- J. Warrant Schedule No. 652
- K. J-13A Waiver- Request to CDE for Attendance Allowance
- L. Agreement for Professional Services with Dannis Woliver Kelley (DWK) Attorneys at Law for 2022-24
- M. Contract for Services with Peninsula Welding and Medical
- N. Contract for Services with EMICS, Inc., dba Informed K-12
- O. Contract for Services with Beem Video and Photography to Film the Pacific Grove Middle School Spring Concert
- P. Contract for Services with Littera Education, Inc.
- Q. Additional Contract with Positive Behavior Supports Corp.
- R. Extension of Contract with Monterey County Office of Education for Firewall Services

**Board Comments/Questions:**

BS asked the District not to bring after-the-fact Out of County or Overnight Activities

CS noted the retirement of Wendy Milligan

LO pulled item H, I

**Public Comment:**

None

MOTION JM/LO to approve the consent agenda as presented A-G, J-R

Motion CARRIED by roll call vote 5 – 0

**PULLED CONSENT ITEM H: Out of County or Overnight Activities**

**Board Comments/Questions:**

LO asked about the student to adult ratio and liability.

Assistant Superintendent Joshua Jorn noted there is no standing liability based upon our risk management protocols.

Pacific Grove High School Principal Lito Garcia spoke about the trip.

**Public Comment:**

None

MOTION LO/EH to approve the Pulled Consent Item H Out of County or Overnight Activities

Motion CARRIED by roll call vote 5 – 0

**PULLED CONSENT ITEM I: Ratification of Out of County or Overnight Activities**

**Board Comments/Questions:**

LO asked why the item was brought as a ratification; asked the District to walk-on items rather than bring as ratification in the future.

Assistant Superintendent Joshua Jorn noted the deadlines for Board meeting documents had passed when the overnight activity was received by the Business Office.

**Public Comment:**

None

MOTION BS/CS to approve the Pulled Consent Item I Ratification of Out of County or Overnight Activities.

Motion CARRIED by roll call vote 5 – 0

**VIII. ACTION/DISCUSSION**

**A. Freshman Volleyball Girls**

Pacific Grove High School Principal Lito Garcia and Athletic Coach Chris Morgan presented information to the Board and answered Board questions.

**Board Comments/Questions:**

CS asked members of the public to refrain from clapping or snapping in an effort to create an environment that is comfortable for all people to speak, not create intimidation.

EH happy to see this item on the agenda, in favor of increasing sports activities; concern is whether there is any negative impact on JV team; what would be the cost if the team was not filled; are there any limitations to parent-based funding.

JM thanked the community, impressed by the advocacy; in full support of adding a girls freshman volleyball team; programming should reflect the demand and interests of the community; asked about survey data based on interested students; appreciated everyone who wrote to the Board; would have liked a recommendation from staff including options and financial numbers; curious about Title IX and how it was resolved or addressed.

LO said she enjoyed reading all the emails in support of this item; is in support of adding a girls freshman volleyball team; asked about the survey and if it had been done; thanked everyone who spoke during public comment, takes a lot of courage to speak; asked if the coaching positions are paid.

The District confirmed no survey had been done.

BS asked about team size; invited Director Morgan to clarify points he wanted to make previously; asked how many students presently play; clarifying question regarding whether other grades can play on the freshman volleyball team; appreciated the public comment and participation; impressed with the young athletes; noted part of the board responsibility is to examine expenditures and programs; noted importance of sports and physical activity.

CS is in support of girls freshman volleyball; noted students' need for camaraderie, friendship and healthy options after school; sees sports as a social emotional endeavor; Board policy supports sports; feels there is a difference between approving a brand new sport and a new team; does not feel it should be this hard to get another team added once a sport has been established and requested a policy specifying what it requires to add a sport; noted another district created a skill building team.

Student Representative Avila said he is passionate about this item as an athlete; noted Pacific Grove is about everyone coming together and making their voices heard; noted he is proud of everyone who spoke; as a senior looking back, every year matters.

**Public Comment:**

The following members of the public spoke in support of adding a Girls Freshman Volleyball team at Pacific Grove High School:

Chris Morgan  
 Kyle Mountain  
 Ali Lyon  
 Molly Selfridge  
 Grace Bishop  
 Bree Morenz  
 Amaya Gamecho  
 Peyton Gamecho  
 Eden Pin  
 McKenzie Gollihar  
 Audrey Pin  
 Luciana Morgan  
 Aubrey Powers  
 Jacob Gamecho  
 Danielle Worden  
 Ivie Henry  
 Klea Kullelli

MOTION JM/EH to approve the Freshman Volleyball Girls.  
 Motion CARRIED by roll call vote 5 – 0

Walk-On Out of County or Overnight Activity

Pacific Grove High School Principal Garcia presented information to the Board, noted walk-on status was due to the paperwork being held up in the process.

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION BS/LO to approve the Walk-On Out of County or Overnight Activity  
Motion CARRIED by roll call vote 5 – 0

B. Adoption of Resolution No. 1101 Proclaiming March 2023 as Women's History Month

**Board Comments/Questions:**

JM presented the item to the Board.

EH in support of this item; asked how this is being addressed in curriculum.

LO in support of this item; asked if this item would return annually, Board confirmed.

BS in support of this item.

Student Representative Avila in support of this item.

**Public Comment:**

None

MOTION CS/JM to adopt Resolution No. 1101 Proclaiming March 2023 as Women's History Month  
Motion CARRIED by roll call vote 5 – 0

C. Resolution #1102 to Dismiss Certificated Employee, Pacific Grove High School

Director II of Human Resources Billie Mankey presented information to the Board.

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION JM/BS to adopt Resolution #1102 to Dismiss Certificated Employee, Pacific Grove High School  
Motion CARRIED by roll call vote 5 – 0

D. Land Acknowledgement

Superintendent Porras appreciated the students and staff at Pacific Grove High School, noted the leadership class felt comfortable and in favor of the second statement, in favor of looking at instruction in the classrooms; proud of the students for having the conversation; noted the Board could agendize adding the statement to the graduation speeches.

**Board Comments/Questions:**

EH is in favor of the second statement; thanked the students for weighing in; looking forward to how it will be incorporated into curriculum; local experts interested in helping out;



question if the moment of silence as a memorial; noted Santa Clara University added a moment of silence.

JM thanked everyone for the great discussion around this item, in support of the statement; would like to have a broader discussion about moment of silence and graduation speeches at another time.

LO in support of the second statement; grateful to the students and everyone involved in bringing this item forward; asked about taking a moment of silence after the statement is read to pay respects.

BS in support of the second statement with the addition of the moment of silence.

CS read the second statement; noted the statement would be added to the written agenda, decide as a Board if the statement should be read at the beginning of the meeting; asked to add the statement to graduation speeches; noted Trustee Ottmar could submit a Future Agenda Item request in writing regarding moment of silence and statement inclusion during graduation speeches.

**Public Comment:**

Erica Chavez loves the statement, asked that the land acknowledgement be added to the District website.

MOTION CS/LO to accept the second option, and add to the agenda after the Pledge of Allegiance

Motion CARRIED by roll call vote 5 – 0

E. Approval of the 2022-2023 Second Interim Report

Assistant Superintendent Joshua Jorn presented information to the Board.

**Board Comments/Questions:**

CS did not see anything that would make her not approve this item.

EH asked about restricted funds.

JM said the Board can move forward, thanked Assistant Superintendent Jorn for making complicated information consumable.

LO appreciated the presentation; in agreement there is no concerning information.

BS asked about deferred maintenance; asked about Adult Education funds not being carried forward.

**Public Comment:**

None

MOTION EH/JM to approve the 2022-2023 Second Interim Report

Motion CARRIED by roll call vote 5 – 0

F. Agreement for Legal Services with Lozano Smith for 2023-24

Item moved to the next regular Board meeting on Thursday, March 16, 2023

G. California School Board Association Delegate Assembly Election

**Board Comments/Questions:**

CS presented this item.

**Public Comment:**

None

MOTION CS/LO to vote on behalf of Pacific Grove Unified School District for David Kong

Motion CARRIED by roll call vote 5 – 0

H. Board Calendar/Future Meetings

Superintendent Porras noted minor changes include removing open house/back to school night dates as the information is shared with Board via email; removed Budget Revision #3 on March 16.

**Board Comments/Questions:**

None

**Public Comment:**

None

MOTION BS/LO to approve the Board Calendar/Future Meetings

Motion CARRIED by roll call vote 5 – 0

**IX. INFORMATION/DISCUSSION**

A. Dyslexia Screening and Intervention

Director of Curriculum and Special Projects Buck Roggeman, Director of Student Services Clare Davies, and Intervention Teacher Mary Quindimil presented information to the Board and answered Board questions.

**Board Comments/Questions:**

EH was interested to know how many children are identified in the District and at each grade level, and if there is a difference between the two elementary schools; asked if the DIBELS program is catching the students and directing them to the right place to be diagnosed if needed.

JM asked for clarification if the District is doing a universal screening of dyslexia.

CS asked how often DIBELS is given, what grades; asked for more data; wondered how to get more student and family voices; would like to see a survey or a way to make sure the students that have been diagnosed with dyslexia feel supported and make sure we are not

missing anyone; would love to hear from teachers; as a Board asking are we doing enough and is there something more we can do.

LO was grateful for the presentation; asked about social emotional implication of a child being pulled out of class; asked how many years has DIBELS testing been given; noted this topic is close to home as someone she loves was not diagnosed until high school and is very grateful.

BS appreciated the presentation and information; noted personal experience being pulled out of class and felt like he was the cool kid, getting to work with the teachers; thanked everyone on the front lines helping students.

Student Representative Avila wondered why he was not being pulled out of class and jealous; friends attended Read 180, has friends with dyslexia.

**Public Comment:**

None

**B. Future Agenda Items**

- Added May 19, 2022: Teacher of the Year Recognition (TBA)
- Added February 2, 2023: CSBA Policy Update (March 16, 2023)
- Added February 10, 2023: PE Program Presentation (April 6, 2023)

Added March 2, 2023: Board Policy to establish sports teams

**Board Comments/Questions:**

CS encouraged Board members and members of the public to access the Future Agenda Items Request Form online to submit items online.

**Public Comment:**

None

**X. ADJOURNED**

10:00 p.m.

Approved and submitted:

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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 #13

**DATE:** March 16, 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 #13

**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. 13  
March 16, 2023**

Page 2 of 2

**TEMPORARY NEW HIRE:**

Samuel Payne, PGAS Community Ed Instructor (Art History) part time, 1.5 hrs./week, paid per time sheet according to the Adult School Instructional Calendar, Column A, Step 1, effective February 1, 2023

**2022-23 PGMS SPORTS**

Employee	Coaching Position	Seasonal Stipend	Funding
Kari Galer	Golf	\$1,156	General Fund
Jason Worcester	Tennis	\$1,336	General Fund
Ricky Roldan Ray Lake	7 <sup>th</sup> Boys' Basketball	\$1,156 shared at 50% each	General Fund

**2022-23 PGHS SPORTS**

Employee	Coaching Position	Seasonal Stipend	Funding
Cullen O'Neil	Varsity Lacrosse	\$3,717	General Fund

**RESIGNATION:**

Irene Preciado, Principal, FGE, full-time, 1.0 FTE, resigns effective June 16, 2023, after one year of service with the Pacific Grove Unified School District

Shane Steinback, Assistant Principal, PGHS, full-time, 1.0 FTE, resigns effective June 30, 2023, after 16 years of service with the Pacific Grove Unified School District

Eric Saavedra, Coordinator, PGAS, full-time, 1.0 FTE, resigns effective March 31, 2023, after 3.8 years of service with the Pacific Grove Unified School District

Jackie Kite, PGAS Co-Op Instructor, part-time, 5.0 hrs./day, resigns effective June 30, 2023, after 5 years of service with the Pacific Grove Unified School District

Janet Billett,s PGAS ESL-A Instructor, part-time, 12 hrs./week, resigns effective March 1, 2023 after 6 years of service with the Pacific Grove Unified School District

Kelly Ann Joyce, PGAS Child Development Center, full-time 8 hrs./day, resigns effective June 30, 2023 after 5 years of service with the Pacific Grove Unified School District

**SUBSTITUTE:**

Luke Boynton

- ☒ 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

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**SUBJECT:** Classified Assignment Order #13

**DATE:** March 16, 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 #13

**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. 13  
March 16, 2023**

Page 2 of 2

**INCREASE IN ASSIGNMENT:**

Rosa Mendoza, RDE, Food Service II, increase in hours from 3.25 hrs./day to 4.5 hrs./day, 180 - day work year, current rate of pay, effective March 1, 2023

Fran Castorina, FGE, Food Service II, increase in hours from 3.25 hrs./day to 4.5 hrs./day, 180-day work year, current rate of pay, effective March 1, 2023

**PROMOTION:**

Vanessa Phelps, RDE, promotes from Food Service I, 1.25 hrs./day, Range 28, Step C, to Food Service II, Range 30, Step C, 3.5 hrs./day, 180-day work year, effective March 1, 2023

**RESIGNATION:**

Georgia Kary, FGE, Instructional Assistant, part-time, 2.60 hrs./day, resigns effective March 17, 2023

- ☒ 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:** March 16, 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**

American Online Giving Foundation

\$48.55 (non-specified)

**Pacific Grove Middle School**

None

**Pacific Grove High School**

Jeremy Graybill

Bass Guitar

**Pacific Grove Community High School**

None

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

None

**Pacific Grove Unified School District**

Pacific Grove Rotary Club Legacy CA

\$2,273.55 (water bottle fill stations)



- ☐ 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

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**SUBJECT:** Cash Receipts Report No. 13

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

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

**BACKGROUND:**

The attached listing identifies Cash Receipts received by the District during the period of from February 22, 2023 to March 7, 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 # 13 Cash Receipts

February 22, 2023 - March 7, 2023

Date	Num	Name	Account	Amount
Feb 22 - Mar 7, 23				
02/23/2023	21601	MISC	Benefit Repayment	25,833.78
02/23/2023	21602	STATE OF CALIFORNIA	CAFETERIA	21,862.46
02/24/2023	21603	PGMS	BIG SUR MARATHON	1,300.00
02/24/2023	21604	Robert Down Elementary	DONATION	48.55
02/24/2023	21605	RETIREE INSURANCE	RETIREE INSURANCE	131.00
02/24/2023	21606	RETIREE INSURANCE	RETIREE INSURANCE	127.00
02/27/2023	21607	MONTEREY BAY CHARTER SCH...	RENT	20,754.00
02/27/2023	21608	RETIREE INSURANCE	RETIREE INSURANCE	779.22
02/27/2023	21609	RETIREE INSURANCE	RETIREE INSURANCE	1,854.34
02/27/2023	21610	BASRP-RD	BASRP	279.00
02/28/2023	21611	RETIREE INSURANCE	RETIREE INSURANCE	962.00
03/02/2023	21612	PGMS	REIMB EXP	230.00
03/02/2023	21613	ADULT EDUCATION	ADULT EDUCATION	335.00
03/02/2023	21614	ADULT EDUCATION	ADULT EDUCATION	337.43
03/02/2023	21615	CAFETERIA	CAFETERIA	125.51
03/02/2023	21616	CA DEPT OF EDUCATION	CHILD DEV	6,718.00
03/02/2023	21617	USB AP Payment	MISC	273.06
03/02/2023	21618	RETIREE INSURANCE	RETIREE INSURANCE	432.00
03/02/2023	21619	RETIREE INSURANCE	RETIREE INSURANCE	588.00
03/03/2023	21620	ADULT EDUCATION	ADULT EDUCATION	1,300.00
03/03/2023	21621	RETIREE INSURANCE	RETIREE INSURANCE	1,617.22
03/03/2023	21622	ADULT EDUCATION	ADULT EDUCATION	38,549.22
03/06/2023	21623	RETIREE INSURANCE	RETIREE INSURANCE	371.00
03/06/2023	21624	RETIREE INSURANCE	RETIREE INSURANCE	1,068.00
03/07/2023	21625	RETIREE INSURANCE	RETIREE INSURANCE	127.00
03/07/2023	21626	Rotary Club of Pacific Grove	DONATION	2,273.55
03/07/2023	21627	CAFETERIA	CAFETERIA	88.00
03/07/2023	21628	Residency Investigations	MISC	120.00
03/07/2023	21629	PGMS	FIELD TRIP/MS	1,800.00
03/07/2023	21670	RETIREE INSURANCE	RETIREE INSURANCE	2,845.01
Feb 22 - Mar 7, 23				<u>133,129.35</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

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

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

The Administration recommends that the Board approve or receive the requests 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 overnight/Out of County/State trip(s) being proposed by school sites at this time.

**FISCAL IMPACT:**

The request has an identified cost and associated source of funds. These 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>
3/18/2023	Cabrillo College Santa Cruz, CA	PGHS Choir Santa Cruz Jazz Festival	Auto	\$ 250.00	PGHS Choir ASB Account
3/30/2023	Stanford University/ UCSC Palo Alto/ Santa Cruz, CA	PGUSD AVID Classes (grades 7-12) College Campus Visits	Charter	\$ 2,211.00	AVID Budget
4/4/2023	St. Francis High School Watsonville, CA	PGHS Baseball League Game	School Bus	\$ 551.25	Athletics
4/6/2023	St. Francis High School Watsonville, CA	PGHS Baseball League Game	School Bus	\$ 551.25	Athletics
4/21/2023	Santa Cruz Boardwalk Santa Cruz, CA	PGMS Music Classes/Dept Annual Concert Festival/Team Building	School Bus	\$ 727.00	Walk with Pride/Students
5/5/2023	St. Francis High School Watsonville, CA	PGHS Baseball League Game	School Bus	\$ 551.25	Athletics

**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 Cabrillo College City Santa Cruz County Santa Cruz

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

School Departure Time 11am AM

Pickup Time from Place of Activity 5:00 PM

Name of Employee Accompanying Students Michelle Boulware

Number of Adults 4 Number of Students 10

Description of Activity/Educational Objective  
Perform in the Santa Cruz Jazz Festival

List All Stops Cabrillo College

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 \$250 + Cost of Transportation \$ 0 = Total \$ 250.00

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

Account Code: Wells Fargo Associated Student Body account/Choir - #8994873977/707

Requested by: Michelle Boulware / Michelle Boulware Date 02/27/2023  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 02/28/2023

\*\*\*\*\*

**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 03/30/2023 Day of Activity Thursday

Location of Activity Stanford University/UCSC City Palo Alto/Santa Cruz County Santa Cruz/Santa Clara

School PG High School Class or Club AVID PROGRAM - DISTRICT WIDE Grade Level/s 7-12

School Departure Time 8:00 AM

Pickup Time from Place of Activity 4 PM

Name of Employee Accompanying Students MADELYN PORTELA - MOIRA MAHR - KYLE MOUNTAIN

Number of Adults 5 Number of Students 50

Description of Activity/Educational Objective

DAY TRIP FOR COLLEGE CAMPUS VISITS TO STANFORD UNIVERSITY AND UNIVERSITY OF CALIFORNIA SANTA CRUZ

List All Stops PACIFIC GROVE HIGH SCHOOL - STANFORD UNIVERSITY - UC SANTA CRUZ - PACIFIC GROVE HIGH SCHOOL

Means of Transportation: Charter

\* Board Regulation 3541.1 Requirements will be complied with when using private Autos M.E.P.  
(Teacher initials)

Name of Auto Drivers (subject to change): N/A

Cost of Activity \$ \_\_\_\_\_ + Cost of Transportation \$ 2,211.00 = Total \$ 2,211.00

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

Account Code: To be provided by PGMS- 01-9005-0-1110-1000-5200-00-005-7310-0720

Requested by: Madelyn E. Portela / Madelyn E. Portela Date 02/08/2023  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 02/09/2023

\*\*\*\*\*

## **Transportation Department/District Office Use**

( ) School Bus ( x ) Charter ( ) Available ( ) Not available Date Received 02/22/2023

Cost Estimate \$ 2,211.00

Approved by Transportation Supervisor: Jon Anderson Date 02/22/2023

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 04/04/2023 Day of Activity Tuesday

Location of Activity Saint Francis High School City Watsonville County Santa Cruz

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

School Departure Time 2:00 PM

Pickup Time from Place of Activity 6:30 PM

Name of Employee Accompanying Students Craig Bell

Number of Adults 6 Number of Students 32

Description of Activity/Educational Objective  
League baseball games for JV and Varsity

List All Stops St. Francis High school of Watsonville

Means of Transportation: School Bus

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

Name of Auto Drivers (subject to change): \_\_\_\_\_

Cost of Activity \$ \_\_\_\_\_ + Cost of Transportation \$ 551.25 = Total \$ 551.25

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

Account Code: N/A

Requested by: Craig Bell / Craig Bell Date 01/24/2023  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/25/2023

\*\*\*\*\*

**Transportation Department/District Office Use**

(x) School Bus ( ) Charter ( ) Available ( ) Not available Date Received 01/26/2023  
Cost Estimate \$ 551.25

Approved by Transportation Supervisor: Jon Anderson Date 03/06/2023

Approved by Assistant Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

Date of Board Approval \_\_\_\_\_

Does form need 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 04/06/2023 Day of Activity Thursday

Location of Activity St. Francis High of Watsonville City Watsonville County Santa Cruz

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

School Departure Time 2:00 PM

Pickup Time from Place of Activity 7:00 PM

Name of Employee Accompanying Students Jeff Gray

Number of Adults 3 Number of Students 18

Description of Activity/Educational Objective

JV baseball league game

List All Stops St Francis High School of Watsonville

Means of Transportation: School Bus

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

Name of Auto Drivers (subject to change): \_\_\_\_\_

Cost of Activity \$ \_\_\_\_\_ + Cost of Transportation \$ 551.25 = Total \$ 551.25

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

Account Code: N/A

Requested by: craig bell / Craig Bell Date 01/24/2023  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/25/2023

\*\*\*\*\*

**Transportation Department/District Office Use**

(x) School Bus ( ) Charter ( ) Available ( ) Not available Date Received 01/26/2023

Cost Estimate \$ 551.25

Approved by Transportation Supervisor: Jon Anderson Date 03/06/2023

Approved by Assistant Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

Date of Board Approval \_\_\_\_\_

Does form need 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 04/21/2023 Day of Activity Friday

Location of Activity Santa Cruz Boardwalk City Santa Cruz County Santa Cruz

School PG Middle School Class or Club Music Department Grade Level/s 6-8

School Departure Time 10:30 AM

Pickup Time from Place of Activity 5:30 PM

Name of Employee Accompanying Students Barbara Priest

Number of Adults 10 Number of Students 85

Description of Activity/Educational Objective

Annual Concert Festival Team-Building Activity and Adjudication Recap of Benchmark Standards

List All Stops none

Means of Transportation: School Bus

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

\*Name of Auto Drivers (subject to change):

\*\*If using District vans, driver names must be listed: none

Cost of Activity \$ 40 + Cost of Transportation \$ 687.00 = Total \$ 727.00

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

Account Code: Music Department for busses, Walk with Pride and Student contributions for tickets

Requested by: Barbara A. Priest / Barbara Priest Date 11/01/2022  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Sean Roach Date 11/01/2022

\*\*\*\*\*

## **Transportation Department/District Office Use**

( ☒ ) School Bus ( ) Charter ( ) Available ( ) Not available Date Received 03/08/2023

Cost Estimate \$ 687.00

Approved by Transportation Supervisor: Desiree Babas Date 03/08/2023

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 05/05/2023 Day of Activity Friday

Location of Activity St. Francis High School City Watsonville County Santa Cruz

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

School Departure Time 2:00 PM

Pickup Time from Place of Activity 6:30pm PM

Name of Employee Accompanying Students Craig Bell

Number of Adults 4 Number of Students 16

Description of Activity/Educational Objective

Varsity league baseball game

List All Stops St. Francis High School

Means of Transportation: School Bus

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

Name of Auto Drivers (subject to change): \_\_\_\_\_

Cost of Activity \$ \_\_\_\_\_ + Cost of Transportation \$ 551.25 = Total \$ 551.25

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

Account Code: N/A

Requested by: Craig Bell / Craig Bell Date 01/24/2023  
Employee Signature (accompanying student activity) Printed Name

Administration Approval/Principal Lito M. Garcia Date 01/25/2023

\*\*\*\*\*

**Transportation Department/District Office Use**

( ☒ ) School Bus ( ) Charter ( ) Available ( ) Not available Date Received 01/26/2023

Cost Estimate \$ 551.25

Approved by Transportation Supervisor: Jon Anderson Date 03/06/2023

Approved by Assistant Superintendent: \_\_\_\_\_ Date \_\_\_\_\_

Date of Board Approval \_\_\_\_\_

Does form need 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:** Warrant Schedule 653

**DATE:** March 16, 2023

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

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**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 February 01, 2023 through February 28, 2023.

**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

653

February 2023

WARRANTS - PAYROLL

Certificated	Manual	02/03/23	\$	-
	Supp	02/10/23	\$	100,490.39
	Manual	02/15/23	\$	-
	Regular	02/28/23	\$	1,797,008.09
<u>Total Certificated</u>			\$	<u>1,897,498.48</u>
Classified	Manual	02/03/23	\$	-
	Supp	02/10/23	\$	65,190.47
	Manual	02/15/23	\$	-
	Regular	02/28/23	\$	741,371.31
<u>Total Classified</u>			\$	<u>806,561.78</u>
Other	Manual	02/03/23	\$	-
	Supp	02/10/23	\$	138.24
	Manual	02/15/23	\$	-
	Regular	02/28/23	\$	-
<u>Total Other</u>			\$	<u>138.24</u>
<b><u>TOTAL PAYROLL</u></b>			\$	<b><u>2,704,198.50</u></b>

WARRANTS - ACCOUNTS PAYABLE

Checks	V-Card Payment			
12742944-12742981	04600000434-04600000435	02/02/23	\$	70,741.72
12744294-12744342	04600000436-04600000438	02/09/23	\$	467,756.30
12745498-12745522	04600000439-04600000446	02/16/23	\$	35,991.37
12747151-12747204	04600000447-04600000449	02/23/23	\$	296,581.45
<b><u>TOTAL ACCOUNTS PAYABLE</u></b>			\$	<b><u>871,070.84</u></b>

- ☒ 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

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**SUBJECT:** Quarterly Report on Williams Uniform Complaints

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186 (d).

**BACKGROUND:**

Each quarter the district is required, per Ed. Code 35186(d) to “prepare and submit a report of summarized data on the nature and resolution of all uniform complaints to the district board and county superintendent.”

**INFORMATION:**

For the third quarter of the 2020-21 academic year, there were no incidents or complaints filed against any of the criteria: Therefore, it is acknowledged that

1. There are sufficient textbooks and instructional materials for each student to use in class;
2. School facilities are clean, safe and maintained in good repair;
3. There are no teacher vacancies or misassignments;
4. Parents, teachers and the public know how to obtain complaint forms.

**FISCAL IMPACT:**

None.

**Academic School Year 2022-2023**  
**Non-Williams District Uniform Complaints Quarterly Report**  
 [Education Code § 35186]

- |                                                          |                                                                           |                                                           |
|----------------------------------------------------------|---------------------------------------------------------------------------|-----------------------------------------------------------|
| <input type="checkbox"/> Big Sur Unified School District | <input type="checkbox"/> Lagunita School District                         | <input type="checkbox"/> San Ardo Union School District   |
| <input type="checkbox"/> Bradley Union School District   | <input type="checkbox"/> Mission Union School District                    | <input type="checkbox"/> San Lucas Union School District  |
| <input type="checkbox"/> Carmel Unified School District  | <input checked="" type="checkbox"/> Pacific Grove Unified School District | <input type="checkbox"/> Spreckels Union School District  |
| <input type="checkbox"/> Graves School District          | <input type="checkbox"/> San Antonio Union School District                | <input type="checkbox"/> Washington Union School District |

Form Completed By: Mandi Ackerman Title: Executive Assistant

Quarterly Report Submission Date:  
 (Please check one)

☐ October 2022

☒ April 2023

☐ January 2023

☐ July 2023

Date for information to be reported publicly at governing board meeting: 03/16/23

Please check the box that applies:

☒ No complaints were filed with any school in the district during the quarter indicated above.

☐ Complaints were filed with schools in the district during the quarter indicated above. The following chart summarizes the nature and resolution of these complaints.

General Subject Area	Total # of Complaints	# Resolved	# Unresolved
Textbooks and Instructional Materials			
Teacher Vacancy or Misassignments			
Facilities Conditions			
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>

Ralph G. Porras

**Print Name of District Superintendent**

  
**Signature of District Superintendent**

03/16/23

**Date**

**Monterey County Office of Education**

Submit Non-Williams Quarterly Report to: Student Services,  
 Juanita Martinez, jmartine@montereycoe.org

- ☐ 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 California Towing and Transport for 2023-24

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for services with California Towing & Transport for 2023-24 to provide the District with Towing Services for District buses.

**BACKGROUND:**

In the event of a School Bus breakdown the district needs to have a Heavy Duty towing service under contract to tow our buses. Some of our buses require trailering because of their size California Towing & Transport has the necessary equipment to transport our buses when necessary.

**INFORMATION:**

The district agrees to pay California Towing and Transport the rate of \$225.00 per hour to transport buses on an as needed basis.

**FISCAL IMPACT:**

The 2023-24 contract is not to exceed \$3,000 funded from the Transportation budget.

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONTRACTOR AGREEMENT

**CONTRACTOR** California Towing & Transport

**SITE/DEPARTMENT** Transportation

**SUBMITTED BY** Jon Anderson, Director of Maintenance Operations and Transportation

**FUNDING SOURCE** Transportation

**AGREEMENT TOTAL AMOUNT** \$3,000.00

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 California Towing & Transport ("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 **Heavy-Duty Towing & Transport Service**. Services shall include but not be limited to: **towing disabled school buses via heavy-duty tow truck or flatbed transport depending on the size and type of bus**.
2. **Term.** Contractor shall commence providing services under this Agreement on or about **7/1/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay [Abstract] to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed [Abstract] without prior consent 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.
- 3.2. Compensation for Towing shall be compensated and \$225.00 per hour.
1. **Expenses.** District shall not be liable to Contractor for any costs or expenses paid or incurred by Contractor in performing Services for District.
2. **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.
3. **Performance of Services.**
  - 3.1. **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.
  - 3.2. **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.
  - 3.3. **Licenses.** Contractor represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
4. **Termination.**
  - 4.1. **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.
  - 4.2. **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.
  - 4.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
    - 4.3.1. Material violation of this Agreement by the Contractor; or
    - 4.3.2. 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.

5. **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.
6. **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.
7. **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.
8. **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").
9. **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.
10. **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: California Towing & Transport  
Address: 445 Espinosa Rd  
City/State/Zip: Salinas, CA 93901  
Business Phone: (831) 728-2000  
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.

11. **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.
12. **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.
13. **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.
14. **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.
15. **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.
16. **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.
17. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
18. **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.
19. **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 by District
  - ☐ Fingerprinting/Criminal Background Check (include attached Self Attestation Exhibit A)
  - ☐ No direct contact or interaction with students

20. **W-9.** Contractor has provided a completed:  
☒ W-9 Form

21. **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: \_\_\_\_\_  
 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

## Exhibit A

### Self Attestation of Completion of DOJ/FBI Criminal Background Check

This document is a self attestation and will confirm that the background check for \_\_\_\_\_ ("Attestor") was completed by \_\_\_\_\_ (Background Verification Entity), on \_\_\_\_\_, 2023.

Such background investigation report is satisfactory in that it:

\_\_\_\_\_ does not reveal any criminal activity;

\_\_\_\_\_ confirms the individual is not listed as a sexual offender through a search of state and federal sexual offender registries;

\_\_\_\_\_ confirms that no other aspect of the investigation required by the District reveals information of concern

#### **Self Attestation:**

I, \_\_\_\_\_ ("Attestor") state under penalty of perjury under the laws of the United States of America that the information I have provided is true and correct.

Attestor agrees to 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, holding harmless such parties which relate to or are based upon the background investigation for the above-named Background Verification Entity undertaken by Attestor and any alleged negligence, willful misconduct or misrepresentation with respect to this Attestation.

By signing this form, you acknowledge that you accept the terms of this Attestation.

ATTESTOR: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

NAME (Attestor): \_\_\_\_\_

TITLE (Attestor): \_\_\_\_\_

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:** Contract for Services with Montage Health MoGo Urgent Care for 2023-24

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for services with Montage Health MoGo Urgent Care for 2023-24 to provide the District with annual physical exams required for Department of Transportation compliance.

**BACKGROUND:**

Federal Motor Carrier Safety Administration and Department of Transportation require biennial physical examination for most drivers. At the physician's discretion an increased frequency can be assigned to drivers when necessary.

**INFORMATION:**

The District will compensate Montage Health MoGo Urgent Care per each physical examination.

**FISCAL IMPACT:**

The 2023-24 contract is not to exceed \$1,000 funded from the Transportation budget.

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

**CONSULTANT:** Montage Health MoGo Urgent Care

**SITE/DEPARTMENT:** Transportation

**SUBMITTED BY:** Jon Anderson, Director of Maintenance, Operations & Transportation

**FUNDING SOURCE:** Transportation

**AGREEMENT TOTAL AMOUNT:** \$1,000.00

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 [Company] ("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 Physical Exam Provider. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Providing FMCSA, D.O.T. required biennial physical exams for District bus drivers.
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 \$1,000.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$1,000.00 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.
  - 3.2 Compensation will be \$125.00 per each physical examination.
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	Name: Montage Health MoGo Urgent Care
435 Hillcrest Avenue	Address: 26135 Carmel Rancho Blvd. Ste. B-1
Pacific Grove, CA 93950	City/State/Zip: Carmel, CA 93923
ATTENTION: Joshua Jorn	Business Phone: (831) 622-6940
Assistant Superintendent/CBO	Email (Optional): Email

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

- 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 by District
- ☐ Fingerprinting/Criminal Background Check (include attached Self Attestation Exhibit A)
- ☒ No direct contact or interaction 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:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** Jon Anderson

**Name:** \_\_\_\_\_

**Title:** Director of Maintenance, Operations & Transportation **Date:** \_\_\_\_\_

**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

# Exhibit A

## Self Attestation of Completion of DOJ/FBI Criminal Background Check

This document is a self attestation and will confirm that the background check for \_\_\_\_\_ ("Attestor") was completed by \_\_\_\_\_ (Background Verification Entity), on \_\_\_\_\_, 2023. Such background investigation report is satisfactory in that it:

\_\_\_\_\_ does not reveal any criminal activity;

\_\_\_\_\_ confirms the individual is not listed as a sexual offender through a search of state and federal sexual offender registries;

\_\_\_\_\_ confirms that no other aspect of the investigation required by the District reveals information of concern

### Self Attestation:

I, \_\_\_\_\_ ("Attestor") state under penalty of perjury under the laws of the United States of America that the information I have provided is true and correct.

Attestor agrees to 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, holding harmless such parties which relate to or are based upon the background investigation for the above-named Background Verification Entity undertaken by Attestor and any alleged negligence, willful misconduct, or misrepresentation with respect to this Attestation.

By signing this form, you acknowledge that you accept the terms of this Attestation.

ATTESTOR: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

NAME (Attestor): \_\_\_\_\_

TITLE (Attestor): \_\_\_\_\_

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:** Contract for Services with Monterey Bay Pest Control for 2023-24

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

The District Administration recommends that the Board view and approve the contract for services with Monterey Bay Pest Control for pest control service for 2023-24.

**BACKGROUND:**

In compliance with CA Education Code 17611.5 and as part of our Integrated Pest Management Plan the District utilizes Monterey Bay Pest Control to monitor our sites and when necessary, apply botanical or organic pesticide alternatives and/or provide exclusion and trapping services. Only when necessary, will EPA registered pesticides be utilized.

**INFORMATION:**

Per the FIFRA Act of 1947 District employees are not permitted to apply regulated pesticides.

**FISCAL IMPACT:**

The 2023-24 contract is not to exceed \$4,000 funded from the Maintenance budget.

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

**CONSULTANT** Monterey Bay Pest Control

**SITE/DEPARTMENT** Facilities

**SUBMITTED BY** Jon Anderson

**FUNDING SOURCE** Facilities

**AGREEMENT TOTAL AMOUNT** \$4,000

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and Monterey Bay Pest Control ("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 pest control contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: application of botanical and organic pesticide alternatives. Rodent trapping and exclusion work, site monitoring and related pest control, within the guidelines of the PGUSD integrated Pest Management Plan.
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 \$4,000 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$4,000 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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

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

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



**District**

**Consultant**

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

Name: Monterey Bay Pest Control  
Address: 1997 Del Monte Blvd.  
City/State/Zip: Seaside, CA 93955  
Business Phone: (831) 394-7378  
Email (Optional):  
montereybaypestcontrol@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
  - ☐ DOJ Clearance Previously Received by District
  - ☐ Fingerprinting/Criminal Background Check (include attached Self Attestation Exhibit A)
  - ☒ No direct contact or interaction 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: Jon Anderson

Title: Director of Maintenance, Operations & Transportation

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

## Exhibit A

### Self Attestation of Completion of DOJ/FBI Criminal Background Check

This document is a self attestation and will confirm that the background check for \_\_\_\_\_ ("Attestor") was completed by \_\_\_\_\_ (Background Verification Entity), on \_\_\_\_\_, 2023. Such background investigation report is satisfactory in that it:

\_\_\_\_\_ does not reveal any criminal activity;

\_\_\_\_\_ confirms the individual is not listed as a sexual offender through a search of state and federal sexual offender registries;

\_\_\_\_\_ confirms that no other aspect of the investigation required by the District reveals information of concern

#### Self Attestation:

I, \_\_\_\_\_ ("Attestor") state under penalty of perjury under the laws of the United States of America that the information I have provided is true and correct.

Attestor agrees to 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, holding harmless such parties which relate to or are based upon the background investigation for the above-named Background Verification Entity undertaken by Attestor and any alleged negligence, willful misconduct, or misrepresentation with respect to this Attestation.

By signing this form, you acknowledge that you accept the terms of this Attestation.

ATTESTOR: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

NAME (Attestor): \_\_\_\_\_

TITLE (Attestor): \_\_\_\_\_

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:** Contract for Services with Monterey Fire Extinguisher for 2023-24

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the contract for services with Monterey Fire Extinguisher for Fire extinguisher inspections and service for 2023-24.

**BACKGROUND:**

In compliance with NFPA10 Fire Extinguishers Districtwide

**INFORMATION:**

Fire extinguisher services require license by State Fire Marshall, as such District Employees cannot perform this service.

**FISCAL IMPACT:**

The 2023-24 contract is not to exceed \$8,000 funded from the Facilities budget.

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

**CONTRACTOR:** Monterey Bay Fire Extinguisher

**SITE/DEPARTMENT:** Facilities

**SUBMITTED BY:** Jon Anderson, Director of Maintenance and Facilities

**FUNDING SOURCE:** Facilities

**AGREEMENT TOTAL AMOUNT:** \$8,000.00

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 [Company] ("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 **fire extinguisher inspection and 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: **Contractor shall serve to provide Fire Extinguisher inspection and service. To include but not limited to annual inspection, 6-year inspection, 12-year hydrotesting and/or extinguisher replacement when warranted.**
2. **Term.** Contractor 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 \$8,000.00 to Contractor for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$8,000.00 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 expenses, 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 Bay Fire Extinguisher  
Address: 2 Harris Court Ste. A-3  
City/State/Zip: Monterey, CA 93940  
Business Phone: (831) 393-2200  
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.** 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 by District
- ☐ Fingerprinting/Criminal Background Check (include attached Self Attestation Exhibit A)
- ☒ No direct contact or interaction 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)**

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

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** Jon Anderson

**Name:** \_\_\_\_\_

**Title:** Director of Maintenance, Operations & Transportation **Date:** \_\_\_\_\_

**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

## Exhibit A

### Self Attestation of Completion of DOJ/FBI Criminal Background Check

This document is a self attestation and will confirm that the background check for \_\_\_\_\_ ("Attestor") was completed by \_\_\_\_\_ (Background Verification Entity), on \_\_\_\_\_, 2023. Such background investigation report is satisfactory in that it:

\_\_\_\_\_ does not reveal any criminal activity;

\_\_\_\_\_ confirms the individual is not listed as a sexual offender through a search of state and federal sexual offender registries;

\_\_\_\_\_ confirms that no other aspect of the investigation required by the District reveals information of concern

**Self Attestation:**

I, \_\_\_\_\_ ("Attestor") state under penalty of perjury under the laws of the United States of America that the information I have provided is true and correct.

Attestor agrees to 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, holding harmless such parties which relate to or are based upon the background investigation for the above-named Background Verification Entity undertaken by Attestor and any alleged negligence, willful misconduct, or misrepresentation with respect to this Attestation.

By signing this form, you acknowledge that you accept the terms of this Attestation.

ATTESTOR: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

NAME (Attestor): \_\_\_\_\_

TITLE (Attestor): \_\_\_\_\_

- ☐ 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:** Electronic Equipment Surplus

**DATE:** March 16, 2023

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

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the disposal of the obsolete electronic equipment listed in the following documentation.

**BACKGROUND:**

Technology has a shelf life which seems to get shorter and shorter every year as the pace of emerging technologies increases. Each site has collected obsolete equipment and prepared it for recycling/disposal.

**INFORMATION:**

Initially we will offer Loaves, Fishes & Computers (<https://www.loavesfishescomputers.org/>) the opportunity to determine if there is any equipment which they can refurbish and make available to local low-income families. What they do not want we have a vendor, Rod Penny, who will take all of our equipment and recycle or dispose. He will go to each site and collect the piles that they have put together.

**FISCAL IMPACT:**

No costs associated with this service.

Because the equipment is old, it typically does not have any resale value. Attempts to determine the value of each piece/type of equipment is a very time consuming process and probably not worth the time it takes to pay a PGUSD employee to do the research, manage the items of value, find a buyer and make the sale.

**District Office**

Location: Storage Shed

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Acer H227HU 27" Monitor with no stand	Not working	Yes	Staff		27MN60T
Mitel 8568 Phone	No longer usable	Yes	Staff		16 items
Polycom Voicestation 300 Speakerphone	No longer usable	Yes	Staff		SN: 0m0a1240005d
Brother Printer HL-L23200	Out of Date	No	Staff		SN: U63877m4n619128
Samsung CLP-300 printer	Out of Date	No	Staff		SN: 3H61BACP400295x
APC UPS Back-UPS 550	Not working	No	Staff		SN: 4b1248p29021
Digital Cameras	Out of Date	No	Staff		3 items
Kajeet/T-Mobile hotspots	Out of Date	No	Staff		5 items
Marvin Air 2 space heater	Out of Date	No	Staff		
Ipad	No longer working	No	Staff	T 74115	SN: DYTJM8J3DKPH
Dell Optiplex 3020	Out of Date	No	Staff		Service Tag: 7K62W02
SV2000 DVD Player	No longer working	No	Staff		
Brother MFC8890DW Printer	No longer working	No	Staff		
Acer 24" Monitor A221HQV	Unusable-bad color	Yes	Staff		SN; ETLQ40w0011150c1164320
Plantronics Headset	Unusable-poor quality	Yes	RD Students		20 items
Dell 32" monitor S32222HN	Broken	No	Staff		

## Middle School

Location:

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Quantity	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Old Chromebook Power Cables	out of date	yes	400	2017	now		G3
Old Phone	out of date	yes	20		now		
Box of Old Computer Parts	out of date	no					
Box of Old Computer Parts	out of date	no					

**Robert Down**

Location: Basement behind BASRP

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
brother printer HL-2140	Not working	No	Staff		
Brother printer HL-2240	Not working	No	Staff		
Dell Monitor 1708fpt	out of date	No	Staff		14 items
Elmo TT02rx	Not working	No	Staff		3 items
HP Chromebook G5	out of date	No	Students		12 items
Apple Ipad 81395	out of date	No	Staff		20 items
HP Chromebook 215	out of date	No	Students		3 items
HP chromebook G3	out of date	No	Students		36 items
Dell Laptop 8554q	Not working	No	Staff		5 items
VCR/dvd player	out of date	No	Staff		2 items
Dell Desktop optiplex 390	Not working	No	Staff		20 items
Plantronics Headphones A355	out of date	No	Students		40 items
<a href="#">Amer.com</a> Switch SR24an	out of date	No	Infrastructure		
Epson Powerlite W17	Not working	No	Staff		7 items

High School		Location: Underneath Library		
Description/Make (brand name & type of equipment)	Quantity	Reason for Discard	Working Yes or No	Month/Year Purchased
HP Chromebooks	50	Past Auto-security, old/outdated, broken	N/A	~6-8 years ago
CRT TV	1	Broken	No	?
Box of HPs Charges	N/A	No need from G3 removal	N/A	-
Boxes of Misc Cords/Connectors/etc	N/A	Broken, outdated, unneeded	N/A	-
Desktops	30	Old, outdated, broken	No	~8-15 years ago
Monitors	45	old 4:3, broken	N/A	~10-15 years ago
Laptops	15	Old , broken	N/A	~10-15 years ago
Box of Keyboards	N/A	excess	N/A	-
Box of Surge Protectors	30	Old, brnt our, dirty	N/A	-
Box of Cameras	8	Old, Outdated, Unneded	N/A	-
Projector	1	fire	no	-
2008 iMac	1	old, broken	no	-
HP Switches	20	old, replaced	N/A	?
Meru APs	a lot	old, replaced	N/A	-
small box of phones	10	old, replaced	N/A	-

# Forest Grove

Location: Carey's Classroom

Description/Make (brand name & type of equipment)	Reason for Discard	Working Yes or No	Month/Year Purchased	Last Function	Bar Code or ID Tag If over \$500	Model/Serial Number
Mitsubishi Projector	Extremely outdated, very dim	Partially	Pre-2011	4th grade classroom	DO: 100376, FG Library: T74698	SD430U
Mitsubishi Projector	Extremely outdated, very dim	Partially	Pre-2011	3rd grade classroom	DO: 100342, FG Library: T74287	SD430U
Mitsubishi Projector	Extremely outdated, very dim	Partially	Pre-2011	5th grade classroom	DO: 100346, FG Library: T74298	SD430U
Dell Projector	Extremely outdated, very dim	Partially	Pre-2011	?	DO: 2215 (blue tag)	1200MP
Hitachi Projector	Extremely outdated, very dim	Partially	Pre-2011	1st grade classroom	DO: 100035, FG Library: T74652	CP-X2011N
iPad	Extremely outdated, does not power on	No	Spring 2013	3rd grade classroom	DO: 3759 (blue tag)	iPad 2
Dell laptop	Extremely outdated, dead battery	Partially	Pre-2011	Student checkout	DO: 3368 (blue tag)	Latitude E5410
Dell laptop	Extremely outdated, dead battery	Partially	Pre-2011	Student checkout	DO: 3364 (blue tag)	Latitude E5410
Dell Computer	Extremely outdated. cannot run latest OS	Yes	Pre-2011	BASRP	DO: 100060, FG Library: T74238	Optiplex 755
HP Chromebooks	Extremely outdated. cannot run latest OS	Yes	Fall 2016	Various rooms	33 total CB's	14 G4
iPads	Extremely outdated. cannot run latest OS, various other issues (cracks, poor battery life, sound issues, broken cameras, etc.)	Partially	Fall 2015	Distance learning (kindergarten)	50 total iPads	Air (G1)
Epson Projector	Dark vertical bars in projected image	No	Nov. 2015	3rd grade classroom	DO: 104031, FG Library: T74584	Powerlite 955WH
Epson Projector	Won't power on.	No	Nov. 2015	2nd grade classroom	DO: 104030, FG Library: T74585	Powerlite 955WH
Epson Projector	Frequent auto iris error	No	Nov. 2015	4th grade classroom	DO: 104026, FG Library: T74589	Powerlite 955WH



- ☐ 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

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**SUBJECT:** Contract for Service with Wonder Woofs K-9 Safety Dogs for 2023-24

**DATE:** March 16, 2023

**PERSON(S) RESPONSIBLE:** Barbara Martinez, Safety Director

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**RECOMMENDATION:**

The Administration recommends approval of the contract for services with Wonder Woofs K-9 Narcotic Unit to provide search and drug prevention services for the Pacific Grove Unified School District (PGUSD) for 2-23-24.

**BACKGROUND:**

Pacific Grove Unified School District promotes a drug and alcohol-free environment. In an effort to continue our proactive approach to the deterrence of drug use, and to maintain its place in our district comprehensive school plan, our District would like to continue to utilize the Wonder Woofs K-9 Narcotic Search Unit services for the 2023-24 school year.

**INFORMATION:**

Wonder Woofs is a service that provides K-9 safety services and demonstrations to PGUSD schools. They serve as a visual deterrent for drug use on school campuses, elementary through high school. Additionally, they provide safety presentations to students regarding the use of service dogs working with first responders in emergency situations.

**FISCAL IMPACT:**

The contract for the 2023-2024 school year is not to exceed \$3,000.00 funded from the PGUSD safety budget.

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

**CONSULTANT** Wonder Woofs K-9 Narcotics Search

**SITE/DEPARTMENT** All PGUSD School Sites

**SUBMITTED BY** Barbara Martinez, Safety Director

**FUNDING SOURCE** District Safety Budget

**AGREEMENT TOTAL AMOUNT** \$3,000.00

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 Wonder Woofs K-9 Narcotics Search ("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 **Service Contractor**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Wonder Woofs K-9 Narcotic Search Unit will provide service and demonstration to district schools in the prevention of drugs on school campuses.
2. **Term.** Consultant shall commence providing services under this Agreement on 8/1/2023, and will diligently perform as required and complete performance by 5/31/2024.
3. **Compensation.** District agrees to pay \$3,000.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$3,000.00 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: Wonder Woofs K-9 Narcotics Search  
Address: 1261 Payette Circle  
City/State/Zip: Hollister, CA 95023  
Business Phone: (831) 673-2037  
Email (Optional): contact@wonderwoofs.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
  - ☐ DOJ Clearance Previously Received by District
  - ☒ Fingerprinting done by the organization independently (declare under perjury)- Consultant's Employee(s)
  - ☐ No direct contact or interaction 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: Barbara Martinez, Safety Director

Title: District Safety Director

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 Mary Lee Sunseri for 2023-24

**DATE:** March 16, 2023

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Mary Lee Sunseri to provide Parent Enrichment classes at Pacific Grove Adult School for Fall, Winter, and Spring sessions in the 2023-2024 school year.

**BACKGROUND:**

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

**INFORMATION:**

Adult students will learn songs and rhythmic movement patterns to engage with their babies and toddlers which are developmentally specific and lead to the development of speech, language, and literacy skills. Services are to be provided for the 2023-2024 school year: Fall Session (09/25-12/23) Winter Session (01/08-03/23) Spring Session (03/25-06/08).

**FISCAL IMPACT:**

The cost of this program is budgeted from Fund 11 Parents Place Program Donations in the amount of \$7,000

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

**CONSULTANT** Mary Lee Sunseri

**SITE/DEPARTMENT** Pacific Grove Adult School

**SUBMITTED BY** Barbara Martinez

**FUNDING SOURCE** Adult Education-Parents Place Donation Account

**AGREEMENT TOTAL AMOUNT** \$7,000.00

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 Mary Lee Sunseri ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **Enrichment Music Instructor**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **performing music enrichment for parent's/caregivers with children ages 0-4 years.**
2. **Term.** Consultant shall commence providing services under this Agreement on **9/16/2023**, and will diligently perform as required and complete performance by **6/8/2024**.
3. **Compensation.** District agrees to pay **\$7,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$7,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions: **Consultant will invoice at the end of each quarterly session.**



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

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

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

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

**District**

**Consultant**

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

Name: Mary Lee Sunseri  
Address: 380 Martin Street  
City/State/Zip: Monterey, CA 93940  
Business Phone: (831) 917-8904  
Email (Optional): Marylee.music@gmail.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
  - ☒ DOJ Clearance Previously Received by District
  - ☐ Fingerprinting/Criminal Background Check (include attached Self Attestation Exhibit A)
  - ☐ No direct contact or interaction 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: Barbara Martinez

Title: Pacific Grove Adult School Principal

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

## Exhibit A

### Self Attestation of Completion of DOJ/FBI Criminal Background Check

This document is a self attestation and will confirm that the background check for \_\_\_\_\_ ("Attestor") was completed by \_\_\_\_\_ (Background Verification Entity), on \_\_\_\_\_, 2023.

Such background investigation report is satisfactory in that it:

\_\_\_\_\_ does not reveal any criminal activity;

\_\_\_\_\_ confirms the individual is not listed as a sexual offender through a search of state and federal sexual offender registries;

\_\_\_\_\_ confirms that no other aspect of the investigation required by the District reveals information of concern

#### Self Attestation:

I, \_\_\_\_\_ ("Attestor") state under penalty of perjury under the laws of the United States of America that the information I have provided is true and correct.

Attestor agrees to 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, holding harmless such parties which relate to or are based upon the background investigation for the above-named Background Verification Entity undertaken by Attestor and any alleged negligence, willful misconduct or misrepresentation with respect to this Attestation.

By signing this form, you acknowledge that you accept the terms of this Attestation.

ATTESTOR: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

NAME (Attestor): \_\_\_\_\_

TITLE (Attestor): \_\_\_\_\_

- ☒ 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 Medics for Life, Inc.

**DATE:** March 16, 2023

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

---

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the contract for services with Medics for Life, Inc to train adult school staff in infant/child/adult CPR certification at the Pacific Grove Adult School.

**BACKGROUND:**

As a best practice, Pacific Grove Adult School staff who work with children in our Childcare Center, Preschool Co-op, and Parents' Place programs continue to possess current CPR certification.

**INFORMATION:**

Medics for Life will train and certify adult school staff on March 17, 2023. The cost for each participant is \$85.00 with a total number of participants at 15. Training will be three hours, from 1:00 p.m.-4:00 p.m. in the adult school multi-purpose room.

**FISCAL IMPACT:**

\$1,275.00 funded by Adult Education

# PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

**CONSULTANT Medics for Life**

**SITE/DEPARTMENT Pacific Grove Adult School**

**SUBMITTED BY Barbara Martinez**

**FUNDING SOURCE Adult Education**

**AGREEMENT TOTAL AMOUNT \$1,275.00**

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 **Medics for Life** ("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 **trainer of infant/child/adult CPR for PGAE staff**. 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 three hour CPR certification training at Pacific Grove Adult School**.
2. **Term.** Consultant shall commence providing services under this Agreement on **3/17/2023** and will diligently perform as required and complete performance by **3/17/2023**.
3. **Compensation.** District agrees to pay **\$85.00 per person for three hours of training** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$1,275.00** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

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

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



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

8. **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: Medics for Life  
Address: 279 Maher Rd. Apt. A1  
City/State/Zip: Royal Oaks, CA 95076  
Business Phone:  
Email (Optional): www.medicsforlife.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
  - ☐ DOJ Clearance Previously Received by District
  - ☐ Fingerprinting/Criminal Background Check (include attached Self Attestation Exhibit A)
  - ☒ No direct contact or interaction 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: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: Barbara Martinez

Name: \_\_\_\_\_

Title: Pacific Grove Adult School Principal

Date: \_\_\_\_\_

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

## Exhibit A

### Self Attestation of Completion of DOJ/FBI Criminal Background Check

This document is a self attestation and will confirm that the background check for \_\_\_\_\_ ("Attestor") was completed by \_\_\_\_\_ (Background Verification Entity), on \_\_\_\_\_, 2023.

Such background investigation report is satisfactory in that it:

\_\_\_\_\_ does not reveal any criminal activity;

\_\_\_\_\_ confirms the individual is not listed as a sexual offender through a search of state and federal sexual offender registries;

\_\_\_\_\_ confirms that no other aspect of the investigation required by the District reveals information of concern

#### Self Attestation:

I, \_\_\_\_\_ ("Attestor") state under penalty of perjury under the laws of the United States of America that the information I have provided is true and correct.

Attestor agrees to 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, holding harmless such parties which relate to or are based upon the background investigation for the above-named Background Verification Entity undertaken by Attestor and any alleged negligence, willful misconduct or misrepresentation with respect to this Attestation.

By signing this form, you acknowledge that you accept the terms of this Attestation.

ATTESTOR: \_\_\_\_\_

BY (SIGNATURE): \_\_\_\_\_

NAME (Attestor): \_\_\_\_\_

TITLE (Attestor): \_\_\_\_\_

- ☐ 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

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**SUBJECT:** Contract for Service with Uretsky Investigation Security for 2023-24

**DATE:** March 16, 2023

**PERSON(S) RESPONSIBLE:** Joshua Jorn, Assistant Superintendent (CBO)

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**RECOMMENDATION:**

The District Business Office recommends that the Board approve the Contract for Services agreement between Pacific Grove Unified School District and Uretsky Investigation Security to provide residency investigation services for the 2023-24 fiscal year.

**BACKGROUND:**

Since we are a Basic Aid district it is required that we ensure that the students attending our schools actually reside within the district boundaries. On some occasions it is necessary to have an investigation into the residency of some families to determine whether or not they truly reside in the district.

**INFORMATION:**

Uretsky Investigation Security will provide residency information on families who may not be living in district.

**FISCAL IMPACT:**

General Fund Business Services budget \$3,000.00 for Fiscal year 2023-24.

## PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

**CONSULTANT** Uretsky Investigation Security

**SITE/DEPARTMENT** District Office

**SUBMITTED BY** Josh Jorn

**FUNDING SOURCE** Business Office

**AGREEMENT TOTAL AMOUNT** \$3,000

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 Uretsky Investigation Security ("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 **district residency investigator**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **PG residency verification for school enrollment purposes**.
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 **\$3,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$3,000** 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: Uretsky Investigation Security  
 Address: 201-D Calle Del Oaks  
 City/State/Zip: Del Rey Oaks, CA 93940  
 Business Phone: (831) 998-8808  
 Email (Optional): bill@uretskysecurity.com

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

14. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.
15. **California Law.** This Agreement shall be governed by and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The Parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Monterey County, California.
16. **Waiver.** The waiver by either party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.
17. **Severability.** If any term, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.
18. **Attorney Fees/Costs.** Should litigation be necessary to enforce any terms or provisions of this Agreement, then each party shall bear its own litigation and collection expenses, witness fees, court costs and attorney's fees.
19. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.
20. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.
21. **Non-Assignability.** Consultant may not, without the written permission of the District, use other consultants within Consultant's own firm, or outside experts to perform the services for the District.
22. **Fingerprinting.** When the Consultant is working directly with students, the Consultant shall not commence Services under this Agreement until the Consultant has submitted and the District has approved the following document:
  - ☐ DOJ Clearance Previously Received by District
  - ☒ Fingerprinting done by the organization independently (declare under perjury)-  
Consultant's Employee(s)
  - ☐ No direct contact or interaction 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: Josh Jorn

Title: Assistant Superintendent, CBO

Date: \_\_\_\_\_

**Consultant**

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

DocuSigned by:  
Signature: Bill Uretsky  
Name: Bill Uretsky  
Date: 3/6/2023

**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:** Public Hearing of the *HMH Science California Dimensions: The Living Earth (2020)* Textbook for Pacific Grove High School biology, grades 9 and 10.

**DATE:** March 16, 2023

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

### **RECOMMENDATION:**

The District Administration recommends the Board hold a public hearing for the Pacific Grove High School biology textbook *The Living Earth (2020)* to be used in grades 9 and 10.

### **BACKGROUND:**

The current biology textbook *Biology (2012)* by Glencoe Science, a division of McGraw Hill, was purchased in 2014. The books are depreciating and out of date, making much of the content obsolete. *The Living Earth* is aligned with California's Next Generation Science Standards while our current textbooks are not.

### **INFORMATION:**

The science department at Pacific Grove High School reviewed four programs in the adoption process. The four programs were *The Living Earth (2020)* by Houghton Mifflin Harcourt, *Discovery Education Biology (2023)*, Miller and Levine *Biology (2019)*, and the updated edition of Inspire Biology from McGraw Hill. There were a number of factors that separated *The Living Earth* from the other programs being considered. The student text itself is consumable, meaning that students can annotate the textbook and engage in interactive reading strategies as they make sense of the text. Another advantage of *The Living Earth* are the English Language Development materials available to students and teachers to help make the content more accessible for our emerging bilingual students. *The Living Earth* has all materials available in Spanish, so emerging bilingual students new to the country can access the content. There is also a multi-lingual science glossary that translates science terminology into 12 languages. According to our science teachers, the books are a good balance of student inquiry and reference materials providing much stronger ELD supports than our current curriculum and those of the other publishers.

The following components are included in *The Living Earth (2020)* biology program published by Houghton Mifflin Harcourt.

#### **Student Resources**

- 2020 California *The Living Earth* Premium/Hybrid Student Resource, 6-year print and online package
- 2020 California *The Living Earth* Premium/Hybrid Student Resource, 6-year print and online package, **Spanish**

**Teacher Resources**

- California Designated ELD in Your Science Classroom
- California Teacher Edition
- California Teacher Digital Management Center – 6 years
- California Designated ELD in Your Science Classroom Teacher Guide Grades 9-12
- Multi-lingual Science Glossary Grades 9-12
- 2020 California *The Living Earth* Spanish Premium Teacher Resource Package 1-year print, 6 year digital
  - California Designated ELD in Your Science Classroom (50)
  - California Teacher Edition
  - California Teacher Digital Management Center – 6 years
  - California Designated ELD in Your Science Classroom Teacher Guide Grades 9-12
  - Multi-lingual Science Glossary Grades 9-12

**FISCAL IMPACT:**

The cost of adopting these instructional materials is \$13,800 to be paid out of the curriculum department's 2023-2024 instructional materials account. This expenditure will cover six years of implementation.



www.pgusd.org

PUBLIC HEARING A  
**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**  
**435 Hillcrest Avenue Pacific Grove, CA 93950**

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

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

## **PUBLIC HEARING NOTICE**

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, March 16, 2023, pursuant to Education Code Section 60119 and 60422:

**PUBLIC DISCLOSURE OF**  
*The Living Earth (2020) Textbook*  
for 9<sup>th</sup> and 10<sup>th</sup> Grade Biology at  
Pacific Grove High School

*Chemistry in the Earth System (2020) Textbook*  
for 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> Grade Chemistry at  
Pacific Grove High School

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m. at the Pacific Grove Unified District Office, located at 435 Hillcrest Ave., in Pacific Grove.

Copies of the Pacific Grove High School Geography *National Geographic World Cultures and Geography* textbook are available for public viewing beginning Monday, March 6, 2023 through Thursday, April 20, 2023.

For more information, please contact Buck Roggeman, Director of Curriculum and Special Projects at 831-646-6508.

Posted: March 6, 2023

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

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

**SUBJECT:** Public Hearing of the *HMH Science California Dimensions: Chemistry in the Earth System (2020)* Textbook for Pacific Grove High School Chemistry, grades 10, 11, and 12

**DATE:** March 16, 2023

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

### RECOMMENDATION:

The District Administration recommends the Board hold a public hearing for the Pacific Grove High School chemistry textbook *Chemistry in the Earth System (2020)* to be used in grades 10, 11, and 12.

### BACKGROUND:

Pacific Grove High School is currently using W.H. Freeman and Company's *Chemistry in the Community-Chem Con (2006)*. Purchased in 2006, the textbooks are worn out and the field of chemistry has advanced to the point where much of the information is outdated. There is no online resource associated with this program, which limits the avenues through which our students can access content. The current textbook predates the California adoption of the Next Generation Science Standards. The chemistry curriculum is due for an update to align with the NGSS and provide students with current chemistry content aligned with modern teaching practices.

### INFORMATION:

With equity as a core value of the district, the adoption of *Chemistry in the Earth System (2020)* by Houghton Mifflin Harcourt represents a significant upgrade in our ability to provide high quality chemistry instructional materials to all students. The PGHS science teachers who reviewed materials for chemistry chose this program, in part, because it provides outstanding support materials for our emerging bilingual students. *Chemistry in the Earth System* includes English Language Development guides for the teacher and student. Another component of the program that will increase student ability to access content is the robust online support materials included in this purchase. The PGHS team also prefers the consumable nature of the text, so students can actively read the content, annotating as they proceed through lessons. The program maintains an appropriate level of rigor while presenting chemistry in a visually stimulating, multi-media format. Three other programs were considered for adoption: *Experience Chemistry* by Savvas; *Basic Chemistry* by Timberlake & Timberlake, Pearson; and *Living by Chemistry* by Bedford, Freeman, and Worth.

#### Student Resources

- 2020 California *Chemistry in the Earth System* Premium/Hybrid Student Resource, 6-year print and online package

#### Teacher Resources

- California Designated ELD in Your Science Classroom

- California Teacher Edition
- California Teacher Digital Management Center – 6 years
- California Designated ELD in Your Science Classroom Teacher Guide Grades 9-12
- Multi-lingual Science Glossary Grades 9-12

**FISCAL IMPACT:**

The cost of adopting these instructional materials is \$12,000 to be paid out of the curriculum department's 2023-2024 instructional materials account. This expenditure will cover six years of implementation.



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PUBLIC HEARING B  
**PACIFIC GROVE UNIFIED SCHOOL DISTRICT**  
**435 Hillcrest Avenue Pacific Grove, CA 93950**

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## **PUBLIC HEARING NOTICE**

The Pacific Grove Unified School District Governing Board will hold a public hearing on Thursday, March 16, 2023, pursuant to Education Code Section 60119 and 60422:

**PUBLIC DISCLOSURE OF**  
*The Living Earth (2020) Textbook*  
for 9<sup>th</sup> and 10<sup>th</sup> Grade Biology at  
Pacific Grove High School

*Chemistry in the Earth System (2020) Textbook*  
for 10<sup>th</sup>, 11<sup>th</sup>, and 12<sup>th</sup> Grade Chemistry at  
Pacific Grove High School

The hearing will be held during the regular Board meeting, which begins at 6:30 p.m. at the Pacific Grove Unified District Office, located at 435 Hillcrest Ave., in Pacific Grove.

Copies of the Pacific Grove High School Geography *National Geographic World Cultures and Geography* textbook are available for public viewing beginning Monday, March 6, 2023 through Thursday, April 20, 2023.

For more information, please contact Buck Roggeman, Director of Curriculum and Special Projects at 831-646-6508.

Posted: March 6, 2023



☐ 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

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**SUBJECT:** Adoption of Resolution No.1103 – Issuance of a Tax and Revenue Anticipation Note (TRAN) Not To Exceed \$7,500,000

**DATE:** March 16, 2023

**PERSON RESPONSIBLE:** Joshua Jorn Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District recommends that the Board review and approve Resolution No.1103 for participation in the California School Board Association (CSBA) Cash Reserve Program for the 2023-2024 Tax and Revenue Anticipation Note (TRAN) for an amount not-to-exceed \$7,500,000.

**BACKGROUND:**

The District relies on property tax revenues to fund most of its unrestricted General Fund programs. Since the majority of these revenues are received during the months of December and April, the District has a need to access cash for short periods of time, usually during the months of September through November.

**INFORMATION:**

For the past 26 years, the District has participated in the California School Boards Association (CSBA) Cash Reserve Program. The program requires that the District issue a Tax and Revenue Anticipation Note (TRAN). These notes have a one-year maturity length and are purchased by investors interested in municipal bond investments. The District is allowed to draw on the account at any time during the fiscal year as long as the borrowed funds are paid back by the end of the year.

**FISCAL IMPACT:**

Without the TRAN, the District could have an estimated \$5-6 million cash flow shortfall between September and November.

**THIS RESOLUTION MUST BE DISCUSSED, CONSIDERED AND DELIBERATED BY THE GOVERNING BOARD AS A SEPARATE ITEM OF BUSINESS ON THE GOVERNING BOARD'S AGENDA IN ACCORDANCE WITH CALIFORNIA GOVERNMENT CODE SECTION 53635.7.**

**DISTRICT RESOLUTION NO. 1103**

**NAME OF DISTRICT: PACIFIC GROVE UNIFIED SCHOOL DISTRICT\***

**LOCATED IN: COUNTY OF MONTEREY**

**MAXIMUM AMOUNT OF BORROWING: \$7,500,000**

**RESOLUTION OF THE GOVERNING BOARD AUTHORIZING THE BORROWING OF FUNDS FOR FISCAL YEAR 2023-2024 AND THE ISSUANCE AND SALE OF ONE OR MORE SERIES OF 2023-2024 TAX AND REVENUE ANTICIPATION NOTES THEREFOR AND PARTICIPATION IN THE CALIFORNIA SCHOOL CASH RESERVE PROGRAM**

**WHEREAS**, school districts, community college districts and county boards of education are authorized by Sections 53850 to 53858, both inclusive, of the California Government Code (the "Act") (being Article 7.6, Chapter 4, Part 1, Division 2, Title 5 of the Government Code) to borrow money by the issuance of temporary notes; and

**WHEREAS**, the governing board (the "Board") has determined that, in order to satisfy certain obligations and requirements of the school district, community college district or county board of education specified above (the "District"), a public body corporate and politic located in the County designated above (the "County"), it is desirable that a sum (the "Principal Amount"), not to exceed the Maximum Amount of Borrowing designated above, be borrowed for such purpose during its fiscal year ending June 30, 2024 ("Fiscal Year 2023-2024") by the issuance of its 2023-2024 Tax and Revenue Anticipation Notes (the first series of which shall be referred to herein as the "Series A Notes" and any subsequent series of which shall be referred to herein as "Additional Notes," and collectively with the Series A Notes, the "Notes"), in one or more series (each a "Series"), therefor in anticipation of the receipt by or accrual to the District during Fiscal Year 2023-2024 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in a Pricing Confirmation (as defined in Section 4 hereof),

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\*\* If the Name of the District indicated on the face hereof is not the correct legal name of the District which adopted this Resolution, it shall nevertheless be deemed to refer to the District which adopted this Resolution, and the Name of the District indicated on the face hereof shall be treated as the correct legal name of said District for all purposes in connection with the Program (as hereinafter defined).

capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, the Principal Amount may, as determined by the Authorized Officer (as hereinafter defined), be divided into two or more portions evidenced by two or more Series of Notes, which Principal Amount is to be confirmed and set forth in the Pricing Confirmation if one Series of Notes is issued, or if more than one Series of Notes are issued, such Principal Amount will be equal to the sum of the Series Principal Amounts (as defined in Section 2 hereof) as confirmed and set forth in the Pricing Confirmation applicable to each Series of Notes; and

**WHEREAS**, the District, having fiscal accountability status pursuant to Section 1080, Section 42647, Section 42650 or Section 85266 of the California Education Code, hereby determines to borrow, for the purposes set forth above, the Principal Amount by the issuance, in one or more Series, of the Notes;<sup>\*\*</sup> and

**WHEREAS**, it appears, and this Board hereby finds and determines, that the Principal Amount, when added to the interest payable thereon, does not exceed eighty-five percent (85%) of the estimated amount of the uncollected taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or which will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District and which will be available for the payment of the principal of each Series of Notes and the interest thereon; and

**WHEREAS**, no money has heretofore been borrowed by or on behalf of the District through the issuance of tax anticipation notes or temporary notes in anticipation of the receipt of, or payable from or secured by, taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation) of the District; and

**WHEREAS**, pursuant to Section 53856 of the Act, certain taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys which will be received by or accrue to the District during Fiscal Year 2023-2024 are authorized to be pledged for the payment of the principal of each Series of Notes (as applicable) and the interest thereon (as hereinafter provided); and

**WHEREAS**, the District has determined that it is in the best interests of the District to participate in the California School Cash Reserve Program (the “Program”), whereby participating school districts, community college districts and county boards of education (collectively, the “Issuers”) will simultaneously issue tax and revenue anticipation notes; and

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\*\*\* Unless the context specifically requires otherwise, all references to “Series of Notes” herein shall be deemed to refer, to (i) the Note, if issued in one series by the District hereunder, or (ii) each individual Series of Notes severally, if issued in two or more series by the District hereunder.

**WHEREAS**, the Program has been designed with alternative structures, each of which the District desires to approve; and

**WHEREAS**, under the first structure (the “Certificate Structure”), the District would issue one or more Series of Notes, each Series of Notes to be marketed with some or all of the notes issued simultaneously by other Issuers participating in the Program, and Piper Sandler & Co., as underwriter for the Program (the “Underwriter”), and Dale Scott & Company, as financial advisor for the Program (the “Financial Advisor”), would form one or more pools of notes or series of certificates (the “Certificates”) of participation (the “Series of Certificates”) distinguished by (i) whether and what type(s) of Credit Instrument (as hereinafter defined) secures notes comprising each Series of Certificates, and (ii) possibly other features, all of which the District hereby authorizes the Underwriter and the Financial Advisor to determine; and

**WHEREAS**, the Certificate Structure requires the Issuers participating in any particular Series of Certificates to deposit their applicable series of tax and revenue anticipation notes with U.S. Bank Trust Company, National Association, as trustee (the “Trustee”), pursuant to a trust agreement between such Issuers and the Trustee (the trust agreement applicable to each Series of Certificates, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Trust Agreement”), and requires the Trustee, pursuant to the Trust Agreement, to execute and deliver the Certificates evidencing and representing proportionate undivided interests in the payments of principal of and interest on the tax and revenue anticipation notes issued by the Issuers comprising such Series of Certificates; and

**WHEREAS**, if the Certificate Structure is implemented, the District desires to have the Trustee execute and deliver a Series of Certificates which evidences and represents interests of the owners thereof in each Series of Notes issued by the District and the notes issued simultaneously by other Issuers participating in such Series of Certificates; and

**WHEREAS**, as additional security for the owners of each Series of Certificates, all or a portion of the payments by all of the Issuers of their respective series of notes comprising such Series of Certificates may or may not be secured by an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments) (collectively, the “Credit Instrument”) issued by the credit provider (or credit providers) (collectively, the “Credit Provider”) designated in the applicable Trust Agreement, as finally executed, pursuant to a credit agreement (or agreements) or commitment letter (or letters) (such credit agreement (or agreements) or commitment letter (or letters), if any, in the forms presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein collectively as, the “Credit Agreement”) identified in the applicable Trust Agreement, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Certificate Structure, the Underwriter will submit an offer to purchase each Series of Notes issued by the District and the notes issued by other Issuers participating in the same Series of Certificates all as evidenced and represented by such Series of Certificates (which offer will specify, as designated in the Pricing Confirmation applicable to the

sale of such Series of Notes to be sold by the District, the principal amount, interest rate and Credit Instrument (if any)), and has submitted a form of certificate purchase agreement (such certificate purchase agreement, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Certificate Purchase Agreement”) to the Board; and

**WHEREAS**, pursuant to the Certificate Structure each participating Issuer will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Certificates, (ii) if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer’s allocable share of all Predefault Obligations and the Issuer’s Reimbursement Obligations, if any (each as defined in the Trust Agreement); and

**WHEREAS**, the Certificate Structure requires that each participating Issuer approve the Trust Agreement, the alternative Credit Instruments and Credit Agreements, if any, and the Certificate Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, under the second structure (the “Bond Pool Structure”), participating Issuers would be required to sell each series of their tax and revenue anticipation notes to the California School Cash Reserve Program Authority (the “Authority”) pursuant to note purchase agreements (such note purchase agreements, in the form presented to this meeting, with such changes, insertions and omissions as are made pursuant to this Resolution, being referred to herein as, the “Note Purchase Agreements”), each between such individual Issuer and the Authority, and dated as of the date of the Pricing Confirmation applicable to the sale of the individual Issuer’s series of notes to be sold, a form of which has been submitted to the Board; and

**WHEREAS**, the Authority, pursuant to advice of the Underwriter and the Financial Advisor, will form one or more pools of notes of each participating Issuer (the “Pooled Notes”) and assign each respective series of notes to a particular pool (the “Pool”) and sell a series of senior bonds (each a “Series of Senior Bonds”) and, if desirable, a corresponding series of subordinate bonds (each a “Series of Subordinate Bonds” and collectively with a Series of Senior Bonds, a “Series of Pool Bonds”) secured by each Pool pursuant to an indenture and/or a supplement thereto (the original indenture and each supplement thereto applicable to a Series of Pool Bonds to which the Note shall be assigned is hereinafter collectively referred to as the “Indenture”) between the Authority and the Trustee, each Series of Pool Bonds distinguished by (i) whether or what type(s) of Credit Instrument(s) secure(s) such Series of Pool Bonds, (ii) the principal amounts or portions of principal amounts of the notes of such respective series assigned to the Pool, or (iii) other factors, and the District hereby acknowledges and approves the discretion of the Authority, acting upon the advice of the Underwriter and the Financial Advisor, to assign the District’s Notes of such respective Series to such Pool and such Indenture as the Authority may determine; and

**WHEREAS**, at the time of execution of the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District, the District will (in such Pricing Confirmation) request the Authority to issue a Series of Pool Bonds pursuant to an Indenture to which such

Series of Notes identified in such Pricing Confirmation will be assigned by the Authority in its discretion, acting upon the advice of the Underwriter, which Series of Pool Bonds will be payable from payments of all or a portion of principal of and interest on such Series of Notes and the other respective series of notes of other participating Issuers assigned to the same Pool and assigned to the same Indenture to which the District's Series of Notes is assigned; and

**WHEREAS**, as additional security for the owners of each Series of Pool Bonds, all or a portion of the payments by all of the Issuers of the respective series of notes assigned to such Series of Pool Bonds may or may not be secured (by virtue or in form of the Series of Pool Bonds, as indicated in the Pricing Confirmation applicable to such Series of Pool Bonds, being secured in whole or in part) by one or more Credit Instruments issued by one or more Credit Providers designated in the applicable Indenture, as finally executed, pursuant to a Credit Agreement, if any, identified in the applicable Indenture, as finally executed, between, in the case of an irrevocable letter (or letters) of credit or policy (or policies) of insurance or other credit instrument (or instruments), the Issuers and the corresponding Credit Provider; and

**WHEREAS**, pursuant to the Bond Pool Structure each Issuer, whose series of notes is assigned to a Pool as security for a Series of Pool Bonds, will be responsible for its share of (i) the fees of the Trustee and the costs of issuing the applicable Series of Pool Bonds, (ii), if applicable, the fees of the Credit Provider(s), and (iii) if applicable, the Issuer's allocable share of all Predefault Obligations and the Issuer's Reimbursement Obligations, if any (each as defined in the Indenture) applicable to such Series of Pool Bonds; and

**WHEREAS**, the Bond Pool Structure requires that each participating Issuer approve the Indenture, the alternative Credit Instruments and Credit Agreements, if any, and the Note Purchase Agreement in substantially the forms presented to the Board, with the final type of Credit Instrument and corresponding Credit Agreement, if any, to be determined in the Pricing Confirmation applicable to the sale of each Series of Notes to be sold by the District; and

**WHEREAS**, pursuant to the Bond Pool Structure, the Underwriter will submit an offer to the Authority to purchase, in the case of each Pool of notes, the Series of Pool Bonds which will be secured by the Indenture to which such Pool will be assigned; and

**WHEREAS**, all or portions of the net proceeds of each Series of Notes issued by the District, may be invested in one or more Permitted Investments (as defined in the Trust Agreement or the Indenture, as applicable), including under one or more investment agreements with one or more investment providers (if any), the initial investment of which is to be determined in the Pricing Confirmation related to such Series of Notes; and

**WHEREAS**, it is necessary to engage the services of certain professionals to assist the District in its participation in the Program;

**NOW, THEREFORE**, the Board hereby finds, determines, declares and resolves as follows:

Section 1. Recitals. All the above recitals are true and correct and this Board so finds and determines.

## Section 2. Issuance of Notes.

(A) Initial Issuance of Notes. This Board hereby determines to borrow, in anticipation of the receipt by or accrual to the District during Fiscal Year 2023-2024 of taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for such fiscal year for the general fund and, if so indicated in the applicable Pricing Confirmation, the capital fund and/or special revenue fund (or similarly named fund or funds as indicated in such Pricing Confirmation)\* of the District, and not pursuant to any common plan of financing of the District, by the issuance by the District, of Notes under Sections 53850 *et seq.* of the Act, designated generally as the District's "2023-2024 [Subordinate]\*\* Tax and Revenue Anticipation Notes, Series \_\_\_" in one or more of the following Series, in order of priority of payment as described herein:

(1) the Series A Notes, being the initial Series of Notes issued under this Resolution, together with one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a parity with the Series A Notes (collectively, the "Senior Notes"); and

(2) one or more Series of Additional Notes issued in accordance with the provisions of Section 2(B) hereof and payable on a subordinate basis to (i) any Senior Notes, and (ii) any previously issued Subordinate Notes if so specified in the related Pricing Confirmation (collectively, the "Subordinate Notes"), which Subordinate Notes shall be identified as such.

Each such Series of Notes shall be issued in the form of one registered note at the principal amount thereof (the "Series Principal Amount") as set forth in the applicable Pricing Confirmation and all such Series Principal Amounts aggregating to the Principal Amount set forth in such Pricing Confirmations, in each case, to bear a series designation, to be dated the date of its respective delivery to the respective initial purchaser thereof, to mature (without option of prior redemption) not more than thirteen (13) months thereafter on a date indicated on the face thereof and determined in the Pricing Confirmation applicable to such Series of Notes (collectively, the "Maturity Date"), and to bear interest, payable at the applicable maturity (and, if the maturity is longer than twelve (12) months, an additional interest payment shall be payable within twelve (12) months of the issue date, as determined in the applicable Pricing Confirmation) and computed upon the basis of a 360-day year consisting of twelve 30-day months, at a rate not to exceed twelve percent (12%) per annum as determined in the Pricing Confirmation applicable to such Series of Notes and indicated on the face of such Series of Notes (collectively, the "Note Rate").

With respect to the Certificate Structure, if a Series of Notes as evidenced and represented by the corresponding Series of Certificates is secured in whole or in part by a Credit Instrument and is not paid at maturity or is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Trust Agreement), and the unpaid portion thereof with respect to which a Credit Instrument applies for

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\* \* For purposes of this Resolution, such funds shall be referred to as the "capital fund" and "special revenue fund."

\*\*\* A Series of Notes shall bear the "Subordinate" designation if it is a Series of Subordinate Notes.

which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Trust Agreement). If a Series of Notes as evidenced and represented by the corresponding Series of Certificates is unsecured in whole or in part and is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

With respect to the Bond Pool Structure, if a Series of Pool Bonds issued in connection with a Series of Notes is secured in whole or in part by a Credit Instrument or such Credit Instrument secures the Series of Notes in whole or in part and all principal of and interest on such Series of Notes is not paid in full at maturity or payment of principal of and interest on such Series of Notes is paid (in whole or in part) by a draw under, payment by or claim upon a Credit Instrument which draw, payment or claim is not fully reimbursed on such date, such Series of Notes shall become a Defaulted Note (as defined in the Indenture), and the unpaid portion thereof with respect to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been fully made shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate (as defined in the Indenture). If a Series of Notes or the Series of Pool Bonds issued in connection therewith is not so secured in whole or in part and such Series of Notes is not fully paid at the Maturity Date, the unpaid portion thereof (or the portion thereof to which no Credit Instrument applies which is unpaid) shall be deemed outstanding and shall continue to bear interest thereafter until paid at the Default Rate.

In each case set forth in the preceding two paragraphs, the obligation of the District with respect to such Defaulted Note or unpaid Series of Notes shall not be a debt or liability of the District prohibited by Article XVI, Section 18 of the California Constitution and the District shall not be liable thereon except to the extent of the income and revenue provided for Fiscal Year 2023-2024 within the meaning of Article XVI, Section 18 of the California Constitution, as provided in Section 8 hereof.

Both the principal of and interest on each Series of Notes shall be payable in lawful money of the United States of America, but only upon surrender thereof, at the corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or as otherwise indicated in the Trust Agreement or the Indenture, as applicable. The Principal Amount may, prior to the issuance of any Series of Notes, be reduced from the Maximum Amount of Borrowing specified above, in the discretion of the Underwriter upon consultation with the Authorized Officer. The Principal Amount shall, prior to the issuance of the last Series of Notes, be reduced from the Maximum Amount of Borrowing specified above if and to the extent necessary to obtain an approving legal opinion of Orrick, Herrington & Sutcliffe LLP ("Bond Counsel") as to the legality thereof or, if applicable, the exclusion from gross income for federal tax purposes of interest thereon (or on any Series of Pool Bonds related thereto). The Principal Amount shall, prior to the issuance of the last Series of Notes, also be reduced from the Maximum Amount of Borrowing specified above, and other conditions shall be met by the District prior to the issuance of each Series of Notes, if and to the extent necessary to obtain from the Credit Provider that issues the Credit Instrument securing the corresponding Series of Certificates evidencing and representing such Series of Notes or the related Series of Pool Bonds to which such Series of Notes is assigned its agreement to issue the Credit Instrument securing



such Series of Certificates or Series of Pool Bonds, as the case may be. Notwithstanding anything to the contrary contained herein, if applicable, the approval of the corresponding Credit Provider of the issuance of such Series of Notes and the decision of the Credit Provider to deliver the Credit Instrument shall be in the sole discretion of the Credit Provider, and nothing herein shall be construed to require the Credit Provider to issue a Credit Instrument or to approve the issuance of such Series of Notes.

The Notes, in one or more series, shall be issued in conjunction with the note or notes (in each case, in one or more series) of one or more other Issuers as part of the Program and within the meaning of Section 53853 of the Act.

(B) Issuance of Additional Notes. The District may at any time issue pursuant to this Resolution, one or more Series of Additional Notes consisting of Senior Notes or Subordinate Notes (including Subordinate Notes that are further subordinated to previously issued Subordinate Notes, as provided in the applicable Pricing Confirmation), subject in each case to the following specific conditions, which are hereby made conditions precedent to the issuance of any such Series of Additional Notes:

(1) The District shall not have issued any tax and revenue anticipation notes relating to the 2023-2024 fiscal year except (a) in connection with the Program under this Resolution, or (b) notes secured by a pledge of its Unrestricted Revenues (as defined in Section 8) that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder; the District shall be in compliance with all agreements and covenants contained herein; and no Event of Default shall have occurred and be continuing with respect to any such outstanding previously issued notes or Series of Notes.

(2) The aggregate Principal Amount of Notes issued and at any time outstanding hereunder shall not exceed any limit imposed by law, by this Resolution or by any resolution of the Board amending or supplementing this Resolution (each a "Supplemental Resolution").

(3) Whenever the District shall determine to issue, execute and deliver any Additional Notes pursuant to this Section 2(B), the Series Principal Amount of which, when added to the Series Principal Amounts of all Series of Notes previously issued by the District, would exceed the Maximum Amount of Borrowing authorized by this Resolution, the District shall adopt a Supplemental Resolution amending this Resolution to increase the Maximum Amount of Borrowing as appropriate. The Supplemental Resolution may contain any other provision authorized or not prohibited by this Resolution relating to such Series of Additional Notes.

(4) The District may issue a Series of Additional Notes that are Senior Notes payable on a parity with all other Series of Senior Notes of the District or that are Subordinate Notes payable on a parity with one or more Series of outstanding Subordinate Notes, only if it obtains (a) the consent of each Credit Provider relating to each previously issued Series of Notes that will be on a parity with such Series of Additional Notes, and (b) evidence that no rating then in effect with respect to any outstanding Series of Certificates or Series of Bonds, as applicable, from a Rating

Agency will be withdrawn, reduced, or suspended solely as a result of the issuance of such Series of Additional Notes (a “Rating Confirmation”). Except as provided in Section 8, the District may issue one or more Series of Additional Notes that are subordinate to all previously issued Series of Notes of the District without Credit Provider consent or a Rating Confirmation. The District may issue tax and revenue anticipation notes other than in connection with the Program under this Resolution only if such notes are secured by a pledge of its Unrestricted Revenues that is subordinate in all respects to the pledge of its Unrestricted Revenues hereunder.

(5) Before such Additional Notes shall be issued, the District shall file or cause to be filed the following documents with the Trustee:

(a) An Opinion of Counsel to the District to the effect that (A) such Additional Notes constitute the valid and binding obligations of the District, (B) such Additional Notes are special obligations of the District and are payable from the moneys pledged to the payment thereof in this Resolution, and (C) the applicable Supplemental Resolution, if any, has been duly adopted by the District.

(b) A certificate of the District certifying as to the incumbency of its officers and stating that the requirements of this Section 2(B) have been met.

(c) A certified copy of this Resolution and any applicable Supplemental Resolution.

(d) An executed counterpart or duly authenticated copy of the applicable Certificate Purchase Agreement or Note Purchase Agreement.

(e) A Pricing Confirmation relating to the Series of Additional Notes duly executed by an Authorized Officer (as defined in Section 4).

(f) The Series of Additional Notes duly executed by the applicable Authorized Officers of the District.

(g) If the Additional Notes are to be parity Senior Notes or parity Subordinate Notes, the Credit Provider consent(s) and Rating Confirmation(s) required pursuant to paragraph (4) above.

Upon the delivery to the Trustee of the foregoing instruments and, if the Bond Pool Structure is implemented, satisfaction of the provisions of Section 2.12 of the Indenture with regard to the issuance of a corresponding Series of Additional Bonds (as defined therein), the Trustee shall authenticate and deliver said Additional Notes to, or upon the written request of, the District. Upon execution and delivery by the District and authentication by the Trustee, said Additional Notes shall be valid and binding obligations of the District notwithstanding any defects in satisfying any of the foregoing requirements.

(C) Debt Management Policy With Respect to Notes. Notwithstanding any other debt management policy of the District heretofore or hereafter adopted, the debt management policy of the District pertaining to each Series of Notes shall be consistent with, and the Board hereby

approves, the following: (i) the proceeds of each Series of Notes may be used and expended by the District for any purpose for which the District is authorized to use and expend moneys, including but not limited to current expenses, capital expenditures, investment and reinvestment, and the discharge of any obligation or indebtedness of the District, as provided by Section 53852 of the Act; (ii) the debt that may be issued pursuant to this debt management policy is limited to each Series of Notes authorized under this Resolution; (iii) each Series of Notes shall be issued to manage the cash flow requirements of the District based on the District's budgetary needs and consistent with the limitations provided for in this Resolution; (iv) the objective of this debt management policy is to implement cost effective cash flow borrowing under the Program for Fiscal Year 2023-2024, whereby participating school districts, community college districts and county boards of education throughout the State of California will simultaneously issue tax and revenue anticipation notes; and (v) to ensure the proceeds of each Series of Notes will be directed to their intended use, moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, shall be deposited in the District's Proceeds Subaccount (as hereinafter defined) attributed to such Series of Notes and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for such use upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. Any debt management policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section. With the passage of this Resolution, the Board hereby certifies that the District has adopted local debt policies with respect to each Series of Notes issued pursuant to this Resolution that comply with California Government Code Section 8855(i), and that the Notes authorized to be issued pursuant to this Resolution are consistent with such policies, and instructs Bond Counsel (as hereinafter defined) to check on behalf of the District the "Yes" box relating thereto in the Report of Proposed Debt Issuance filed pursuant to California Government Code Section 8855 with respect to each Series of Notes issued pursuant to this Resolution.

Section 3. Form of Notes. Each Series of the Notes shall be issued in fully registered form without coupons and shall be substantially in the form and substance set forth in Exhibit A, attached hereto and by reference incorporated herein, the blanks in said form to be filled in with appropriate words and figures.

Section 4. Sale of Notes; Delegation. Any one of the President or Chairperson of the Board, the Superintendent, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or, in the absence of said officer, his or her duly appointed assistant (each an "Authorized Officer"), is hereby authorized and directed to negotiate, with the Underwriter (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented), an interest rate or rates on each Series of the Notes to the stated maturity or maturities thereof, which shall not, in any individual case, exceed twelve percent (12%) per annum (per Series of Notes), and the purchase price to be paid by the Underwriter or the Authority, as applicable, for the respective Series of the Notes, which purchase price shall be at a discount which when added to the District's share of the costs of issuance shall not be more than the greater of (a) one percent (1%) of (i) the Principal Amount of the Note, if only one Series of Notes is issued or (ii) the Series

Principal Amount of each individual Series of Notes, if more than one series is issued, or (b) five thousand dollars (\$5,000). If such interest rate and price and other terms of the sale of the Series of Notes set out in the Pricing Confirmation applicable to such Series of Notes are acceptable to said Authorized Officer, said Authorized Officer is hereby further authorized and directed to execute and deliver the pricing confirmation supplement applicable to such Series of Notes to be delivered by the Underwriter (on behalf of itself, if the Certificate Structure is implemented and on behalf of the Authority, if the Bond Pool Structure is implemented) to the District on a date within five (5) days, or such longer period of time as agreed by the Underwriter or the Authority, as applicable, of said negotiation of interest rates and purchase price during the period from May 1, 2023 (or the date of adoption of this Resolution if after May 1, 2023) through June 15, 2024 (the "Pricing Confirmation"), substantially in the form presented to this meeting as Schedule I to the Certificate Purchase Agreement or the Note Purchase Agreement, as applicable, with such changes therein as said Authorized Officer shall require or approve, and such other documents or certificates required to be executed and delivered thereunder or to consummate the transactions contemplated hereby or thereby, for and in the name and on behalf of the District, such approval by this Board and such officer to be conclusively evidenced by such execution and delivery. In the event more than one Series of Notes are issued, a separate Pricing Confirmation shall be executed and delivered corresponding to each Series of Notes. Any Authorized Officer is hereby further authorized to execute and deliver, prior to the execution and delivery of the Pricing Confirmation applicable to a Series of Notes, the Certificate Purchase Agreement or the Note Purchase Agreement applicable to such Series of Notes, substantially in the forms presented to this meeting, which forms are hereby approved, with such changes therein as said officer shall require or approve, such approval to be conclusively evidenced by such execution and delivery; provided, however, that any such Certificate Purchase Agreement or Note Purchase Agreement shall not be effective and binding on the District until the execution and delivery of the corresponding Pricing Confirmation. Delivery of a Pricing Confirmation by fax or telecopy of an executed copy shall be deemed effective execution and delivery for all purposes. If requested by said Authorized Officer at his or her option, any duly authorized deputy or assistant of such Authorized Officer may approve said interest rate or rates and price by execution of the Certificate Purchase Agreement or the Note Purchase Agreement(s), as applicable, and/or the corresponding Pricing Confirmation(s).

Section 5. Program Approval. The District hereby delegates to the Authority the authority to select which structure (*i.e.*, the Certificate Structure or the Bond Pool Structure) shall be implemented, with the Authorized Officer of the District accepting and approving such selection by execution of the applicable Pricing Confirmation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be combined with notes of other Issuers into a Series of Certificates as set forth in general terms in the Pricing Confirmation (which need not include specific information about such other notes or Issuers) applicable to such Series of Notes, and shall be marketed and sold simultaneously with such other notes of that Series with such credit support (if any) referred to in the Pricing Confirmation, and shall be evidenced and represented by the Certificates which shall evidence and represent proportionate, undivided interests in such Series of Notes in the proportion that the face amount of such Series of Notes bears to the total aggregate face amount of such Series of Notes and the notes issued by other Issuers which the Series of Certificates represent. Such Certificates may be delivered in book-entry form.

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Certificates which evidences and represents interests of the owners thereof in the related Series of Notes of the District and the notes issued by other Issuers evidenced and represented by such Series of Certificates, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes, the Trust Agreement and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation, the Trust Agreement and the Credit Agreement(s) (if any).

The form of Trust Agreement, alternative general types of Credit Instruments and forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver the Trust Agreement and the Credit Agreement(s), if applicable, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Trust Agreement, Credit Agreement(s) and Pricing Confirmation, respectively.

The form of the Preliminary Official Statement presented to this meeting is hereby approved, and the Underwriter is hereby authorized to distribute the Preliminary Official Statement in connection with the offering and sale of each Series of Certificates. Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement for each Series of Certificates. Upon inclusion of the information relating to the District therein, the Preliminary Official Statement for the applicable Series of Certificates shall be, except for certain omissions permitted by Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "Rule"), deemed final within the meaning of the Rule; provided that no representation is made as to the information contained in a Preliminary Official Statement relating to the other Issuers or any Credit Provider, and the Authority is hereby authorized to certify on behalf of the District that each Preliminary Official Statement is, as of its date, deemed final within the meaning of the Rule. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the related Preliminary Official Statement relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter. The Authority is hereby authorized and directed, at or after the time of the sale of any Series of Certificates, for and in the name and on behalf of the District, to execute a final Official Statement in substantially the form of the Preliminary Official Statement presented to this meeting, with such additions thereto or changes therein as the Authority may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

The Trustee is authorized and directed to execute each Series of Certificates on behalf of the District pursuant to the terms and conditions set forth in the related Trust Agreement, in the aggregate principal amount specified in the Trust Agreement, and substantially in the form and

otherwise containing the provisions set forth in the form of the Certificate contained in the Trust Agreement. When so executed, each Series of Certificates shall be delivered by the Trustee to the Underwriter upon payment of the purchase price thereof, pursuant to the terms of the Trust Agreement and the applicable Certificate Purchase Agreement.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes as evidenced and represented by a Series of Certificates shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) the Credit Provider providing a Credit Instrument with respect to such Series of Certificates, and therefore, if applicable, all or a portion of such Series of Notes, if any, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of the Series of Certificates which evidence and represent such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of the applicable Series of Certificates will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes as evidenced and represented by the related Series of Certificates is secured in whole or in part by a Credit Instrument, any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, of the Series of Certificates of which such Series of Notes is a part, at the time of original issuance of such Series of Certificates. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

If the Certificate Structure is implemented, any Authorized Officer is hereby authorized to execute and deliver any Information Return for Tax-Exempt Governmental Obligations, Form 8038-G of the Internal Revenue Service ("Form 8038-G"), in connection with the issuance of a Tax-Exempt (as defined in Section 7) Series of Notes and the related Series of Certificates. To the extent permitted by law, the Authority, the Trustee, the Underwriter, the Financial Advisor and Bond Counsel are each hereby authorized to execute and deliver any Form 8038-G for and on behalf of the District in connection with the issuance of a Tax-Exempt Series of Notes and the related Series of Certificates, as directed by an Authorized Officer of the District.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, the Pricing Confirmation for a Series of Notes may, but shall not be required to, specify the Series of Pool

Bonds to which such Series of Notes will be assigned (but need not include information about other series of notes assigned to the same pool or their Issuers).

The District hereby delegates to the Authority the authority to select the Credit Instrument(s), Credit Provider(s) and Credit Agreement(s), if any, for each Series of Senior Bonds and corresponding Series of Subordinate Bonds, if any, to which each Series of Notes issued by the District will be assigned, all of which shall be identified in, and approved by the Authorized Officer of the District executing, the Pricing Confirmation for such Series of Notes and the Credit Agreement(s) (if any), for and in the name and on behalf of the District, such approval of such officer to be conclusively evidenced by the execution of the Pricing Confirmation and the Credit Agreement(s) (if any).

The alternative general types of Credit Instruments and the forms of Credit Agreements, if any, presented to this meeting are hereby approved, and each Authorized Officer is hereby authorized and directed to execute and deliver a Credit Agreement(s), if any, which shall be identified in the Pricing Confirmation for the related Series of Notes, in substantially one or more of said forms (a substantially final form of Credit Agreement to be delivered to such Authorized Officer concurrent with the Pricing Confirmation), with such changes therein as said officer shall require or approve, such approval of this Board and such officer to be conclusively evidenced by the execution of the Credit Agreement and Pricing Confirmation, respectively.

The form of Indenture presented to this meeting is hereby acknowledged and approved, and it is acknowledged that the Authority will execute and deliver the Indenture and one or more Supplemental Indentures, which shall be identified in the Pricing Confirmation applicable to the Series of Notes to be issued, in substantially one or more of said forms with such changes therein as the Authorized Officer who executes such Pricing Confirmation shall require or approve (substantially final forms of the Indenture and the Supplemental Indenture (if applicable) to be delivered to the Authorized Officer concurrently with the Pricing Confirmation applicable to the Series of Notes to be issued), such approval of such Authorized Officer and this Board to be conclusively evidenced by the execution of the Pricing Confirmation applicable to such Series of Notes. It is acknowledged that the Authority is authorized and requested to issue one or more Series of Pool Bonds (consisting of a Series of Senior Bonds and, if desirable, a corresponding Series of Subordinate Bonds) pursuant to and as provided in the Indenture as finally executed and, if applicable, each Supplemental Indenture as finally executed.

Each Authorized Officer is hereby authorized and directed to provide the Underwriter with such information relating to the District as the Underwriter shall reasonably request for inclusion in the Preliminary Official Statement(s) and Official Statement(s) of the Authority relating to a Series of Pool Bonds. If, at any time prior to the execution of a Pricing Confirmation, any event occurs as a result of which the information contained in the corresponding Preliminary Official Statement or other offering document relating to the District might include an untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, the District shall promptly notify the Underwriter.

Subject to Section 8 hereof, the District hereby agrees that if a Series of Notes shall become a Defaulted Note, the unpaid portion thereof or the portion to which a Credit Instrument

applies for which full reimbursement on a draw, payment or claim has not been made by the Maturity Date shall be deemed outstanding and shall not be deemed to be paid until (i) any Credit Provider providing a Credit Instrument with respect to such Series of Notes or the Series of Pool Bonds issued in connection with such Series of Notes, has been reimbursed for any drawings, payments or claims made under the Credit Instrument with respect to such Series of Notes, including interest accrued thereon, as provided therein and in the applicable Credit Agreement, and (ii) the holders of such Series of Notes or the Series of the Pool Bonds issued in connection with such Series of Notes are paid the full principal amount represented by the unsecured portion of such Series of Notes plus interest accrued thereon (calculated at the Default Rate) to the date of deposit of such aggregate required amount with the Trustee. For purposes of clause (ii) of the preceding sentence, holders of such Series of Pool Bonds will be deemed to have received such principal amount and such accrued interest upon deposit of such moneys with the Trustee.

The District agrees to pay or cause to be paid, in addition to the amounts payable under each Series of Notes, any fees or expenses of the Trustee and, to the extent permitted by law, if such Series of Notes is secured in whole or in part by a Credit Instrument (by virtue of the fact that the corresponding Series of Pool Bonds is secured by a Credit Instrument), any Predefault Obligations and Reimbursement Obligations (to the extent not payable under such Series of Notes), (i) arising out of an "Event of Default" hereunder or (ii) arising out of any other event (other than an event arising solely as a result of or otherwise attributable to a default by any other Issuer). In the case described in (ii) above with respect to Predefault Obligations, the District shall owe only the percentage of such fees, expenses and Predefault Obligations equal to the ratio of the Principal Amount (or Series Principal Amount as applicable) of its Series of Notes over the aggregate Principal Amounts (or Series Principal Amounts, as applicable) of all series of notes, including such Series of Notes, assigned to the Series of Pool Bonds issued in connection with such Series of Notes, at the time of original issuance of such Series of Pool Bonds. Such additional amounts will be paid by the District within twenty-five (25) days of receipt by the District of a bill therefor from the Trustee.

(C) Appointment of Professionals. Dale Scott & Company (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as financial advisor for the Program, the law firm of Orrick, Herrington & Sutcliffe LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as bond counsel for the Program, Piper Sandler & Co. (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as underwriter for the Program and the law firm of Kutak Rock LLP (and/or such other firm or firms as shall be selected by the Authority as designated in the applicable Pricing Confirmation and approved and accepted by an Authorized Officer by the execution of such Pricing Confirmation) is hereby appointed and/or approved as special counsel to the District in connection with the Program.



## Section 6. No Joint Obligation.

(A) Certificate Structure. If the Certificate Structure is implemented, each Series of Notes of the District shall be marketed and sold simultaneously with the notes of other Issuers and shall be aggregated and combined with such notes of other Issuers participating in the Program into a Series of Certificates evidencing and representing an interest in several, and not joint, obligations of each Issuer. The obligation of the District to owners of a Series of Certificates is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and the applicable Series of Notes as evidenced and represented by such Series of Certificates. Owners of Certificates, to the extent of their interest in a Series of Notes, shall be treated as owners of such Series of Notes and shall be entitled to all the rights and security thereof; including the right to enforce the obligations and covenants contained in this Resolution and such Series of Notes. The District hereby recognizes the right of the owners of a Series of Certificates acting directly or through the Trustee to enforce the obligations and covenants contained in the Series of Notes evidenced and represented thereby, this Resolution and the Trust Agreement. The District shall be directly obligated to each owner of a Series of Certificates for the principal and interest payments on the Series of Notes evidenced and represented by such Certificates without any right of counterclaim or offset arising out of any act or failure to act on the part of the Trustee.

(B) Bond Pool Structure. If the Bond Pool Structure is implemented, each Series of Notes will be issued in conjunction with a series of notes of one or more other Issuers and will be assigned to a Pool in order to secure a corresponding Series of Pool Bonds. In all cases, the obligation of the District to make payments on or in respect to each Series of its Notes is a several and not a joint obligation and is strictly limited to the District's repayment obligation under this Resolution, and such Series of Notes.

Section 7. Disposition of Proceeds of Notes. The moneys received from the sale of each Series of Notes evidenced and represented by a Series of Certificates or each Series of Pool Bonds issued in connection with a Series of Notes, as the case may be, allocable to the District's share of the costs of issuance (which shall include any fees and expenses in connection with the related Credit Instrument(s) applicable to such Series of Notes or Series of Pool Bonds) shall be deposited in an account in the Costs of Issuance Fund established for such Series of Notes or such Series of Pool Bonds, as applicable, and held and invested by the Trustee under the Trust Agreement or the Indenture, as applicable, and expended as directed by the Financial Advisor (if the Certificate Structure is implemented) or the Authority (if the Bond Pool Structure is implemented) on Costs of Issuance as provided in the Trust Agreement or the Indenture, as applicable. The moneys allocable to each Series of Notes from the sale of the corresponding Series of Certificates or Pool Bonds, as applicable, net of the District's share of the costs of issuance, is hereby designated the "Deposit to Proceeds Subaccount" and shall be deposited in the District's Proceeds Subaccount attributed to such Series of Notes hereby authorized to be created pursuant to, and held and invested by the Trustee under, the Trust Agreement or the Indenture, as applicable, for the District and said moneys may be used and expended by the District for any purpose for which it is authorized to use and expend moneys, upon requisition from such Proceeds Subaccount as specified in the Trust Agreement or the Indenture, as applicable. The Pricing Confirmation applicable to each Series of Notes shall set forth such amount of the Deposit to Proceeds Subaccount. Each Authorized Officer is hereby authorized to

approve the amount of such Deposit to Proceeds Subaccount. Subject to Section 8 hereof, the District hereby covenants and agrees to replenish amounts on deposit in each Proceeds Subaccount attributed to a Series of its Note to the extent practicable from any source of available funds up to an amount equal to the unreplenished withdrawals from such Proceeds Subaccount.

The Trustee shall transfer to each Payment Account (hereinafter defined) relating to a Series of Notes from amounts on deposit in the related Proceeds Subaccount attributed to such Series of Notes on the first day of each Repayment Period (as defined hereinafter) (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes), amounts which, taking into consideration anticipated earnings thereon to be received by the Maturity Date, are equal to the percentages of the principal and interest due with respect to such Series of Notes at maturity for the corresponding Repayment Period set forth in such Pricing Confirmation; provided, however, that on the twentieth day of the next to last Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), or, if only one Repayment Period is applicable to a Series of Notes, on the twentieth day of the month preceding the Repayment Period designated in such Pricing Confirmation (or such other day designated in the Pricing Confirmation applicable to a Series of Notes), the Trustee shall transfer all remaining amounts in the Proceeds Subaccount attributed to the Series of Notes to the related Payment Account all as and to the extent provided in the Trust Agreement or the Indenture, as applicable; provided, however, that with respect to the transfer in or prior to any such Repayment Period, as applicable, if said amount in the Proceeds Subaccount attributed to a Series of Notes is less than the corresponding percentage set forth in the Pricing Confirmation applicable to the related Series of Notes of the principal and interest due with respect to such Series of Notes at maturity, the Trustee shall transfer to the related Payment Account attributed to such Series of Notes of the District all amounts on deposit in the Proceeds Subaccount attributed to such Series of Notes on the day designated for such Repayment Period.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each "District Certificate")) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the second following paragraph will apply. In such case, the District shall be deemed a "Safe Harbor Issuer" with respect to such Notes.

For Notes issued in calendar year 2023 and issued as Tax-Exempt (or the related Series of Pool Bonds are issued as Tax-Exempt), in the event either (A) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations (including any tax-

exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the certificate of the District executed as of the date of issuance of such Notes (each “District Certificate”)) exceed fifteen million dollars (\$15,000,000), or (B) the Series Principal Amount of such Notes, together with the aggregate amount of all tax-exempt obligations not used to finance school construction (including any tax-exempt leases, but excluding private activity bonds), issued and reasonably expected to be issued by the District (and all subordinate entities of the District) during calendar year 2023, will, at the time of the issuance of such Notes (as indicated in the related District Certificate), exceed five million dollars (\$5,000,000), the following paragraph will apply. In such case, the District shall be deemed a “Safe Harbor Issuer” with respect to such Notes.

Amounts in any Proceeds Subaccount relating to a Tax-Exempt Series of Notes of the District (or any Tax-Exempt Series of Pool Bonds related thereto) and attributable to cash flow borrowing shall be withdrawn and expended by the District for any purpose for which the District is authorized to expend funds from the general fund of the District, but, with respect to general fund expenditures, only to the extent that on the date of any withdrawal no other funds are available for such purposes without legislation or judicial action or without a legislative, judicial or contractual requirement that such funds be reimbursed. If on no date that is within six months from the date of issuance of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the balance in the related Proceeds Subaccount attributable to cash flow borrowing and treated for federal tax purposes as proceeds of such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) is low enough so that the amounts in the Proceeds Subaccount attributable to such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds) qualify for an exception from the rebate requirements (the “Rebate Requirements”) of Section 148 of the Internal Revenue Code of 1986 (the “Code”), the District shall promptly notify the Trustee in writing and, to the extent of its power and authority, comply with instructions from Orrick, Herrington & Sutcliffe LLP, Bond Counsel, supplied to it by the Trustee as the means of satisfying the Rebate Requirements.

The term “Tax-Exempt” shall mean, with respect to interest on any obligations of a state or local government, that such interest is excluded from the gross income of the holders thereof for federal income tax purposes pursuant to Section 103 of the Code, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating other tax liabilities, including any alternative minimum tax or environmental tax under the Code. Each Series of Notes issued hereunder (or any Series of Pool Bonds related thereto) may be issued as a Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds) or such that the interest on such Series of Notes (or such Series of Pool Bonds) is not Tax-Exempt.

#### Section 8. Source of Payment.

(A) Pledge. The term “Unrestricted Revenues” shall mean the taxes, income, revenue (including, but not limited to, revenue from the state and federal governments), cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund and, if so indicated in a Pricing Confirmation, capital fund and/or special revenue fund (or similarly named fund or funds as

indicated in such Pricing Confirmation) of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on all Series of Notes issued hereunder, subject to the payment priority provisions of Section 17 hereof and this Section 8, the District hereby pledges the first Unrestricted Revenues to be received by the District in the periods specified in each Pricing Confirmation as Repayment Periods (each individual period a “Repayment Period” and collectively “Repayment Periods”), in an amount equal to the percentages of the principal and interest due with respect to each Series of Notes at maturity for the corresponding Repayment Period specified in such Pricing Confirmations (the “Pledged Revenues”).

(B) Lien and Charge. As provided in Section 53856 of the Act, all Series of Notes issued hereunder and the interest thereon, subject to the payment priority provisions of Section 17 hereof and this Section 8, shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues.

(C) General Obligation. As provided in Section 53857 of the Act, notwithstanding the provisions of Section 53856 of the Act and of subsection (B) of this Section, all Series of Notes issued hereunder shall be general obligations of the District and, in the event that on the tenth Business Day (as defined in the Trust Agreement or the Indenture, as applicable) of each such Repayment Period (or such other day of each Repayment Period designated in the Pricing Confirmation applicable to a Series of Notes) the District has not received sufficient Unrestricted Revenues to permit the deposit into each Payment Account of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of all Series of Notes and the interest thereon, as and when such other moneys are received or are otherwise legally available, in the following order of priority: first, to satisfy pro-rata any deficiencies attributable to any Series of Senior Notes; second, to satisfy pro-rata any deficiencies attributable to any Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to satisfy any deficiencies attributable to any other Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

(D) Payment Accounts. In order to effect, in part, the pledge provided for in subsection (A) of this Section, the District agrees to the establishment and maintenance as a special fund of the District of a separate Payment Account for each Series of Notes issued hereunder (each a “Payment Account”) by the Trustee under the Trust Agreement or the Indenture, as applicable, and the Trustee is hereby appointed as the responsible agent to maintain such fund until the payment of the principal of the corresponding Series of Notes and the interest thereon, and the District hereby covenants and agrees to cause to be deposited directly in each Payment Account (and shall request specific amounts from the District’s funds on deposit with the County Treasurer for such purpose) a pro-rata share (as provided below) of the first Unrestricted Revenues received in each Repayment Period specified in the Pricing Confirmation(s) and any Unrestricted Revenues received thereafter until the amount on deposit in each Payment Account, taking into consideration anticipated investment earnings thereon to be received by the Maturity Date applicable to the respective Series of Notes (as set forth in a certificate from the Financial Advisor to the Trustee), is equal in the respective Repayment

Periods identified in the Pricing Confirmation applicable to such Series of Notes to the percentages of the principal of and interest due with respect to such Series of Notes at maturity specified in the Pricing Confirmation applicable to such Series of Notes; provided that such deposits shall be made in the following order of priority: first, pro-rata to the Payment Account(s) attributable to any applicable Series of Senior Notes; second, pro-rata to the Payment Account(s) attributable to any applicable Series of Subordinate Notes (except for any Series of Subordinate Notes described in the next clause); and thereafter, to the Payment Account(s) attributable to any other applicable Series of Subordinate Notes that shall have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, in such order of priority.

Subject to the payment priority provisions of Section 17 hereof and this Section 8, any moneys placed in the Payment Account attributed to a Series of Notes shall be for the benefit of (i) the owners of the applicable Series of Certificates if the Certificate Structure is implemented and the holders of the Series of Pool Bonds issued in connection with the Pool of which such Series of Notes is a part if the Bond Pool Structure is implemented, and (ii) (to the extent provided in the Trust Agreement or the Indenture, as applicable) the Credit Provider(s), if any. Subject to the payment priority provisions of Section 17 hereof and this Section 8, the moneys in the Payment Account attributed to the Series of Notes shall be applied only for the purposes for which the Payment Account is created until the principal of such Series of Notes and all interest thereon are paid or until provision has been made for the payment of the principal of such Series of Notes at maturity of such Series of Notes with interest to maturity (in accordance with the requirements for defeasance of the related Series of Certificates or Series of Bonds, as applicable, as set forth in the Trust Agreement or the Indenture, as applicable) and, if applicable (to the extent provided in the Trust Agreement or the Indenture, as applicable, and, if applicable, the corresponding Credit Agreement), the payment of all Predefault Obligations and Reimbursement Obligations owing to the corresponding Credit Provider.

(E) Determination of Repayment Periods. With respect to each Series of Notes, the length of any individual Repayment Period determined in the related Pricing Confirmation shall not exceed the greater of three (3) consecutive calendar months or ninety (90) days and the number of Repayment Periods determined in the related Pricing Confirmation shall not exceed six (6); provided, however, that (1) the first Repayment Period of any Series of Subordinate Notes shall not occur prior to the end of the last Repayment Period of any outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes; and (2) if the first Repayment Period of any Series of Subordinate Notes overlaps the last Repayment Period of any outstanding Series of Notes of a higher priority, no deposits shall be made in the Payment Account of such Subordinate Notes until all required amounts shall have been deposited into the Payment Account(s) of all outstanding Series of Notes of a higher priority without the consent of each Credit Provider for such outstanding Notes. Any Authorized Officer is hereby authorized to approve the determination of the Repayment Periods and percentages of the principal and interest due with respect to each Series of Notes at maturity required to be on deposit in the related Payment Account in each Repayment Period, all as specified in the Pricing Confirmation applicable to such Series of Notes, by executing and delivering the Pricing Confirmation applicable to such Series of Notes, such execution and delivery to be conclusive evidence of approval by this Board and such Authorized Officer.

(F) Application of Moneys in Payment Accounts. On any interest payment date (if different from the Maturity Date) and on the Maturity Date of a Series of Notes, the moneys in the Payment Account attributed to such Series of Notes shall be transferred by the Trustee, to the extent necessary, to pay, in the case of an interest payment date, the interest, and in the case of the Maturity Date, the principal of and interest with respect to such Series of Notes or to reimburse the Credit Provider(s) for payments made under or pursuant to the Credit Instrument(s), subject to the payment priority provisions of Section 17 hereof and this Section 8. In the event that moneys in the Payment Account attributed to any Series of Notes are insufficient to pay the principal of and/or interest with respect to such Series of Notes in full on an interest payment date and/or the Maturity Date, moneys in such Payment Account together with moneys in the Payment Accounts of all other outstanding Series of Notes issued by the District shall be applied in the following priority:

- (1) with respect to all Series of Senior Notes:
  - a. first, to pay interest with respect to all Series of Senior Notes pro-rata;
  - b. second, (if on the Maturity Date) to pay principal of all Series of Senior Notes pro-rata;
  - c. third, to reimburse each Credit Provider for payment, if any, of interest with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - d. fourth, to reimburse each Credit Provider for payment, if any, of principal with respect to all Series of Senior Notes pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable);
  - e. fifth, to pay pro-rata (or on such other basis as set for in the Trust Agreement or the Indenture, as applicable) any Reimbursement Obligations of the District and any of the District's pro rata share of Predefault Obligations owing to each Credit Provider relating to all Series of Senior Notes, as applicable;
- (2) then, with respect to all Series of Subordinate Notes (except for any Series of Subordinate Notes described in paragraph (3) below), to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order;
- (3) then, with respect to all other Series of Subordinate Notes that have been further subordinated to previously issued Series of Subordinate Notes in the applicable Pricing Confirmation, to make the pro-rata payments corresponding to each such Series of Subordinate Notes equivalent to the payments described above in paragraphs (1)(a) through (e), in such order; and
- (4) lastly, to pay any other Costs of Issuance not previously disbursed.

Any moneys remaining in or accruing to the Payment Account attributed to each such Series of Notes after the principal of all the Series of Notes and the interest thereon and any Predefault Obligations and Reimbursement Obligations, if applicable, and obligation, if any, to pay any rebate amounts in accordance with the provisions of the Trust Agreement or the Indenture, as applicable, have been paid, or provision for such payment has been made, if any, shall be transferred by the Trustee to the District, subject to any other disposition required by the Trust Agreement, the Indenture or the related Credit Agreement(s), as applicable.

Nothing herein shall be deemed to relieve the District from its obligation to pay its Note of any Series in full on the applicable Maturity Date(s).

(G) Investment of Moneys in Proceeds Subaccounts and Payment Accounts. Moneys in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be invested by the Trustee pursuant to the Trust Agreement or the Indenture, as applicable, in an investment agreement or agreements and/or other Permitted Investments as described in and under the terms of the Trust Agreement or the Indenture, as applicable, and as designated in the Pricing Confirmation applicable to such Series of Notes. The type of initial investments to be applicable to the proceeds of the Series of Notes shall be determined by the District as designated in the Pricing Confirmation applicable to such Series of Notes. In the event the District designates an investment agreement or investment agreements as the investments, the District hereby appoints the bidding agent designated in the Pricing Confirmation (the “Bidding Agent”) as its designee as a party authorized to solicit bids on or negotiate the terms of the investment agreement or investment agreements and hereby authorizes and directs the Trustee to invest such funds pursuant to such investment agreement or investment agreements (which (i) shall be with a provider or providers, or with a provider or providers whose obligations are guaranteed or insured by a financial entity, the senior debt or investment contracts or obligations under its investment contracts of which are rated in one of the two highest long-term rating categories by the rating agency or agencies then rating the applicable Series of Certificates or Series of Pool Bonds (each, a “Rating Agency”), or whose commercial paper rating is in the highest rating category (with regard to any modifiers) of each such Rating Agencies, or (ii) shall be fully collateralized by investments listed in subsection (1) of the definition of Permitted Investments set forth in the Trust Agreement or the Indenture, as applicable, as required by such Rating Agencies to be rated in one of the two highest rating categories, and shall be acceptable to the corresponding Credit Provider, if any, and the particulars of which pertaining to interest rate or rates and investment provider or providers will be set forth in the Pricing Confirmation applicable to such Series of Notes) and authorizes the Trustee to enter into such investment agreement or agreements on behalf of the District. The Bidding Agent, on behalf of itself and any investment broker retained by it, is authorized to accept a fee from the investment provider in an amount not in excess of 0.2% of the amount reasonably expected, as of the date of acquisition of the investment contract, to be invested under the investment contract over its term. Each Authorized Officer is hereby authorized and directed to execute and deliver such side letter or letters as are reasonably required by an investment agreement provider, acknowledging such investment and making reasonable representations and covenants with respect thereto. The District’s funds in the Proceeds Subaccount attributed to each Series of Notes and the Payment Account attributed to such Series of Notes shall be accounted for separately. Any such investment by the Trustee shall be for the account and risk of the District, and the District shall not be deemed to be relieved of any of its obligations with

respect to any Series of Notes, the Predefault Obligations or Reimbursement Obligations, if any, by reason of such investment of the moneys in its Proceeds Subaccount applicable to such Series of Notes or the Payment Account applicable to such Series of Notes.

Notwithstanding any other investment policy of the District heretofore or hereafter adopted, the investment policy of the District pertaining to each Series of Notes and all funds and accounts established in connection therewith shall be consistent with, and the Board hereby authorizes investment in, the Permitted Investments. Any investment policy adopted by the Board hereafter in contravention of the foregoing shall be deemed to modify the authorization contained herein only if it shall specifically reference this Resolution and Section.

Section 9. Execution of Note. Any one of the President or Chairperson of the governing board of the District or any other member of such board shall be authorized to execute the Note by manual or facsimile signature and the Secretary or Clerk of the governing board of the District, the Superintendent of the District, the Assistant Superintendent for Business, the Assistant Superintendent for Administrative Services, the business manager, director of business or fiscal services or chief financial/business officer of the District, as the case may be, or any duly appointed assistant thereto, shall be authorized to countersign each such Note by manual or facsimile signature. Said officers of the District are hereby authorized to cause the blank spaces of each such Note to be filled in as may be appropriate pursuant to the applicable Pricing Confirmation. Said officers are hereby authorized and directed to cause the Trustee, as registrar and authenticating agent, to authenticate and accept delivery of each such Note pursuant to the terms and conditions of the corresponding Certificate Purchase Agreement or Note Purchase Agreement, as applicable, this Resolution and the Trust Agreement or Indenture, as applicable. In case any officer whose signature shall appear on any Series of Notes shall cease to be such officer before the delivery of such Series of Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. Each Series of the Notes shall have thereon a certificate of authentication substantially in the form hereinafter set forth duly executed by the Trustee and showing the date of authentication. Each Series of the Notes shall not be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless and until such certificate of authentication shall have been duly executed by the Trustee by manual signature, and such certificate of authentication upon any such Series of Notes shall be conclusive evidence that such has been authenticated and delivered under this Resolution. The certificate of authentication on a Series of Notes shall be deemed to have been executed by the Trustee if signed by an authorized officer of the Trustee. The Notes need not bear the seal of the District, if any.

Section 10. Note Registration and Transfer. As long as any Series of the Notes remains outstanding, the District shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of each Series of the Notes. Each Series of the Notes shall initially be registered in the name of the Trustee under the Trust Agreement or Indenture, as applicable, to which such Series of the Notes is assigned. Upon surrender of a Note of a Series for transfer at the office of the Trustee with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or its duly authorized attorney, and upon payment of any tax, fee or other governmental charge required to be paid with respect to such transfer, the District shall execute and the Trustee shall authenticate and deliver, in the name of the designated transferee, a fully registered Note of the same Series. For every transfer



of a Note of a Series, the District or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to the transfer, which sum or sums shall be paid by the person requesting such transfer as a condition precedent to the exercise of the privilege of making such transfer.

(A) Subject to Section 6 hereof, the District and the Trustee and their respective successors may deem and treat the person in whose name a Note of a Series is registered as the absolute owner thereof for all purposes, and the District and the Trustee and their respective successors shall not be affected by any notice to the contrary, and payment of or on account of the principal of such Note shall be made only to or upon the order of the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

(B) Any Note of a Series may, in accordance with its terms, be transferred upon the books required to be kept by the Trustee, pursuant to the provisions hereof by the person in whose name it is registered, in person or by his duly authorized attorney, upon surrender of such Note for cancellation, accompanied by delivery of a written instrument of transfer, duly executed in form approved by the Trustee.

(C) The Trustee or the Authorized Officer of the District, acting separately or together, are authorized to sign any letter or letters of representations which may be required in connection with the delivery of any Series of Certificates or Series of Pool Bonds (in each case, to which such Series of Notes is assigned), if such Series of Certificates and Series of Pool Bonds are delivered in book-entry form.

(D) The Trustee will keep or cause to be kept, at its principal corporate trust office, sufficient books for the registration and transfer of each Note of a Series issued, which shall be open to inspection by the District during regular business hours. Upon presentation for such purpose, the Trustee shall, under such reasonable regulations as it may prescribe, register or transfer or cause to be registered or transferred, on such books, the Notes of a Series presented as hereinbefore provided.

(E) If any Note of a Series shall become mutilated, the District, at the expense of the registered owner of such Note of a Series, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in exchange and substitution for the Note so mutilated, but only upon surrender to the Trustee of the Note so mutilated. Every mutilated Note so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the District. If any Note of a Series shall be lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the District and the Trustee and, if such evidence be satisfactory to them and indemnity satisfactory to them shall be given, the District, at the expense of the registered owner, shall execute, and the Trustee shall thereupon authenticate and deliver a new Note of like tenor, series and number in lieu of and in substitution for the Note so lost, destroyed or stolen (or if any such Note of a Series shall have matured (as of the latest maturity date indicated on the face thereof) or shall be about to mature (as of the latest maturity date indicated on the face thereof), instead of issuing a substitute Note, the Trustee may pay the same without surrender thereof). The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Note issued pursuant to this paragraph and of the expenses

which may be incurred by the District and the Trustee in such preparation. Any Note of a Series issued under these provisions in lieu of any Note of a Series alleged to be lost, destroyed or stolen shall constitute an original additional contractual obligation on the part of the District whether or not the Note of a Series so alleged to be lost, destroyed or stolen be at any time enforceable by anyone, and shall be entitled to the benefits of this Resolution with all other Notes of the same Series secured by this Resolution.

Section 11. Covenants Regarding Transfer of Funds. It is hereby covenanted and warranted by the District that it will not request the County Treasurer to make temporary transfers of funds in the custody of the County Treasurer to meet any obligations of the District during Fiscal Year 2023-2024 pursuant to Article XVI, Section 6 of the Constitution of the State of California; provided, however, that the District may request the County Treasurer to make such temporary transfers of funds if all amounts required to be deposited into the Payment Account(s) of all outstanding Series of Notes (regardless of when due and payable) shall have been deposited into such Payment Account(s).

Section 12. Representations and Covenants.

(A) The District is a political subdivision duly organized and existing under and by virtue of the laws of the State of California and has all necessary power and authority to (i) adopt this Resolution and any supplement hereto, and enter into and perform its obligations under the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and (ii) issue one or more Series of Notes.

(B) (i) Upon the issuance of each Series of Notes, the District will have taken all action required to be taken by it to authorize the issuance and delivery of such Series of Notes and the performance of its obligations thereunder, and (ii) the District has full legal right, power and authority to issue and deliver such Series of Notes and to perform its obligations as provided herein and therein.

(C) The issuance of each Series of Notes, the adoption of this Resolution and the execution and delivery of the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement(s), if applicable, and the Credit Agreement(s), if applicable, and compliance with the provisions hereof and thereof will not conflict with, breach or violate any law, administrative regulation, court decree, resolution, charter, by-laws or other agreement to which the District is subject or by which it is bound.

(D) Except as may be required under blue sky or other securities law of any state or Section 3(a)(2) of the Securities Act of 1933, there is no consent, approval, authorization or other order of, or filing with, or certification by, any regulatory authority having jurisdiction over the District required for the issuance and sale of each Series of Notes or the consummation by the District of the other transactions contemplated by this Resolution except those the District shall obtain or perform prior to or upon the issuance of each Series of Notes.

(E) The District has (or will have prior to the issuance of the first Series of Notes) duly, regularly and properly adopted a budget for Fiscal Year 2023-2024 setting forth expected

revenues and expenditures and has (or will have prior to the issuance of the first Series of Notes) complied with all statutory and regulatory requirements with respect to the adoption of such budget. The District hereby covenants that it will (i) duly, regularly and properly prepare and adopt its revised or final budget for Fiscal Year 2023-2024, (ii) provide to the Trustee, the Credit Provider(s), if any, the Underwriter and the Financial Advisor, promptly upon adoption, copies of such revised or final budget and of any subsequent revisions, modifications or amendments thereto and (iii) comply with all applicable law pertaining to its budget.

(F) The County has experienced an *ad valorem* property tax collection rate of not less than eighty-five percent (85%) of the average aggregate amount of *ad valorem* property taxes levied within the District in each of the five fiscal years from Fiscal Year 2017-2018 through Fiscal Year 2021-2022, and the District, as of the date of adoption of this Resolution and on the date of issuance of each Series of Notes, reasonably expects the County to have collected and to collect at least eighty-five percent (85%) of such amount for Fiscal Years 2022-2023 and 2023-2024, respectively.

(G) The District (i) is not currently in default on any debt obligation, (ii) to the best knowledge of the District, has never defaulted on any debt obligation, and (iii) has never filed a petition in bankruptcy.

(H) The District's most recent audited financial statements present fairly the financial condition of the District as of the date thereof and the results of operation for the period covered thereby. Except as has been disclosed to the Underwriter and the Credit Provider(s), if any, there has been no change in the financial condition of the District since the date of such audited financial statements that will in the reasonable opinion of the District materially impair its ability to perform its obligations under this Resolution and each Series of Notes. The District agrees to furnish to the Underwriter, the Financial Advisor, the Trustee and the Credit Provider(s), if any, promptly, from time to time, such information regarding the operations, financial condition and property of the District as such party may reasonably request.

(I) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, arbitrator, governmental or other board, body or official, pending or, to the best knowledge of the District, threatened against or affecting the District questioning the validity of any proceeding taken or to be taken by the District in connection with each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution, or seeking to prohibit, restrain or enjoin the execution, delivery or performance by the District of any of the foregoing, or wherein an unfavorable decision, ruling or finding would have a materially adverse effect on the District's financial condition or results of operations or on the ability of the District to conduct its activities as presently conducted or as proposed or contemplated to be conducted, or would materially adversely affect the validity or enforceability of, or the authority or ability of the District to perform its obligations under, each Series of Notes, the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, the Trust Agreement or the Indenture, as applicable, the Credit Agreement(s), if any, or this Resolution.

(J) The District will not directly or indirectly amend, supplement, repeal, or waive any portion of this Resolution (i) without the consents of the Credit Provider(s), if any, or (ii) in any way that would materially adversely affect the interests of any holder or owner of any Series of the Notes, Certificates or Pool Bonds, as applicable, issued in connection with any Series of the Notes; provided, however that, if the Program is implemented, the District may adopt one or more Supplemental Resolutions without any such consents in order to increase the Maximum Amount of Borrowing in connection with the issuance of one or more Series of Additional Notes as provided in Section 2(B)(4) hereof.

(K) Upon issuance of a Series of Notes, such Series of Notes, this Resolution and the corresponding Credit Agreement will constitute legal, valid and binding agreements of the District, enforceable in accordance with their respective terms, except as such enforceability may be limited by bankruptcy or other laws affecting creditors' rights generally, the application of equitable principles if equitable remedies are sought, the exercise of judicial discretion in appropriate cases and the limitations on legal remedies against school districts, community college districts and county boards of education, as applicable, in the State of California.

(L) It is hereby covenanted and warranted by the District that all representations and recitals contained in this Resolution are true and correct, and that the District and its appropriate officials have duly taken, or will take, all proceedings necessary to be taken by them, if any, for the levy, receipt, collection and enforcement of the Pledged Revenues in accordance with law for carrying out the provisions of this Resolution and each Series of Notes.

(M) The District shall not incur any indebtedness that is not issued in connection with the Program under this Resolution and that is secured by a pledge of its Unrestricted Revenues unless such pledge is subordinate in all respects to the pledge of Unrestricted Revenues hereunder.

(N) So long as any Credit Provider is not in default under the corresponding Credit Instrument, the District hereby agrees to pay its pro rata share of all Predefault Obligations and all Reimbursement Obligations attributable to the District in accordance with provisions of the applicable Credit Agreement, if any, and/or the Trust Agreement or Indenture, as applicable. Prior to the Maturity Date of a Series of Notes, moneys in the District's Payment Account attributed to such Series of Notes shall not be used to make such payments. The District shall pay such amounts promptly upon receipt of notice from the Credit Provider that such amounts are due to it by instructing the Trustee to pay such amounts to the Credit Provider on the District's behalf by remitting to the Credit Provider moneys held by the Trustee for the District and then available for such purpose under the Trust Agreement or the Indenture, as applicable. If such moneys held by the Trustee are insufficient to pay the District's pro rata share of such Predefault Obligations and all Reimbursement Obligations attributable to the District (if any), the District shall pay the amount of the deficiency to the Trustee for remittance to the Credit Provider.

(O) So long as any Series of Certificates or Pool Bonds executed or issued in connection with a Series of Notes are Outstanding, or any Predefault Obligation or Reimbursement Obligation is outstanding, the District will not create or suffer to be created any

pledge of or lien on such Series of Notes other than the pledge and lien of the Trust Agreement or the Indenture, as applicable.

(P) As of the date of adoption of this Resolution, based on the most recent report prepared by the Superintendent of Public Instruction of the State of California, the District does not have a negative certification (or except as disclosed in writing to the Underwriter and the Credit Provider(s), if any, a qualified certification) applicable to the fiscal year ending June 30, 2023 (the “Fiscal Year 2022-2023”) within the meaning of Section 42133 of the California Education Code. The District covenants that it will immediately deliver a written notice to the Authority, the Underwriter, the Financial Advisor, the Credit Provider(s), if any, and Bond Counsel if it (or, in the case of County Boards of Education, the County Superintendent of Schools) files with the County Superintendent of Schools, the County Board of Education or the State Superintendent of Public Instruction or receives from the County Superintendent of Schools or the State Superintendent of Public Instruction a qualified or negative certification applicable to Fiscal Year 2022-2023 or Fiscal Year 2023-2024 prior to the respective Closing Date referenced in each Pricing Confirmation or the Maturity Date of each Series of Notes.

(Q) The District will maintain a positive general fund balance in Fiscal Year 2023-2024.

(R) The District will maintain an investment policy consistent with the policy set forth in Section 8(G) hereof.

(S) The District covenants that it will immediately deliver a written notice to the Authority, the Financial Advisor, the Underwriter, the Credit Provider(s), if any, and Bond Counsel upon the occurrence of any event which constitutes an Event of Default hereunder or would constitute an Event of Default but for the requirement that notice be given, or time elapse, or both.

Section 13. Tax Covenants. The District will not take any action or fail to take any action if such action or failure to take such action would adversely affect the exclusion from gross income of the interest payable on each Tax-Exempt Series of Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) under Section 103 of the Code. Without limiting the generality of the foregoing, the District will not make any use of the proceeds of any Tax-Exempt Series of the Notes or any other funds of the District which would cause any Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto) to be an “arbitrage bond” within the meaning of Section 148 of the Code, a “private activity bond” within the meaning of Section 141(a) of the Code, or an obligation the interest on which is subject to federal income taxation because it is “federally guaranteed” as provided in Section 149(b) of the Code. The District, with respect to the proceeds of each Tax-Exempt Series of the Notes (or on any Tax-Exempt Series of Pool Bonds related thereto), will comply with all requirements of such sections of the Code and all regulations of the United States Department of the Treasury issued or applicable thereunder to the extent that such requirements are, at the time, applicable and in effect.

(A) In the event the District is deemed a Safe Harbor Issuer (as defined in Section 7) with respect to a Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related

thereto), this subsection (B) shall apply. The District covenants that it shall make all calculations in a reasonable and prudent fashion relating to any rebate of excess investment earnings on the proceeds of each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) due to the United States Treasury, shall segregate and set aside from lawfully available sources the amount such calculations may indicate may be required to be paid to the United States Treasury, and shall otherwise at all times do and perform all acts and things necessary and within its power and authority, including complying with the instructions of Orrick, Herrington & Sutcliffe LLP, Bond Counsel referred to in Section 7 hereof to assure compliance with the Rebate Requirements. If the balance in the Proceeds Subaccount attributed to cash flow borrowing and treated for federal tax purposes as proceeds of the Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto) is not low enough to qualify amounts in the Proceeds Subaccount attributed to cash flow borrowing for an exception to the Rebate Requirements on at least one date within the six-month period following the date of issuance of the Tax-Exempt Series of Notes (or Tax-Exempt Series of Pool Bonds related thereto) (calculated in accordance with Section 7), the District will reasonably and prudently calculate the amount, if any, of investment profits which must be rebated to the United States and will immediately set aside, from revenues attributable to the Fiscal Year 2023-2024 or, to the extent not available from such revenues, from any other moneys lawfully available, the amount of any such rebate in the Rebate Fund referred to in this Section 13(B). In addition, in such event, the District shall establish and maintain with the Trustee a fund (with separate subaccounts therein for each such Tax-Exempt Series of Notes (or such Tax-Exempt Series of Pool Bonds related thereto) if more than one series is issued) separate from any other fund established and maintained hereunder and under the Indenture or Trust Agreement, as applicable, designated as the “2023-2024 Tax and Revenue Anticipation Note Rebate Fund” or such other name as the Trust Agreement or the Indenture, as applicable, may designate. There shall be deposited in such Rebate Fund such amounts as are required to be deposited therein in accordance with the written instructions from Bond Counsel pursuant to Section 7 hereof.

(B) Notwithstanding any other provision of this Resolution to the contrary, upon the District’s failure to observe, or refusal to comply with, the covenants contained in this Section 13, no one other than the holders or former holders of each Tax-Exempt Series of Notes (or any Tax-Exempt Series of Pool Bonds related thereto), the Certificate or the Bond owners, as applicable, the Credit Provider(s), if any, or the Trustee on their behalf shall be entitled to exercise any right or remedy under this Resolution on the basis of the District’s failure to observe, or refusal to comply with, such covenants.

(C) The covenants contained in this Section 13 shall survive the payment of all Series of the Notes.

#### Section 14. Events of Default and Remedies.

If any of the following events occurs, it is hereby defined as and declared to be and to constitute an “Event of Default”:

(A) Failure by the District to make or cause to be made the deposits to any Payment Account required to be made hereunder on or before the fifteenth (15th) day after the date on which such deposit is due and payable, or failure by the District to make

or cause to be made any other payment required to be paid hereunder on or before the date on which such payment is due and payable;

(B) Failure by the District to observe and perform any covenant, condition or agreement on its part to be observed or performed under this Resolution, for a period of fifteen (15) days after written notice, specifying such failure and requesting that it be remedied, is given to the District by the Trustee or any Credit Provider, unless the Trustee and such Credit Provider shall all agree in writing to an extension of such time prior to its expiration;

(C) Any warranty, representation or other statement by or on behalf of the District contained in this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable (including the Pricing Confirmation(s)), or the Credit Agreement(s) or in any requisition delivered by the District or in any instrument furnished in compliance with or in reference to this Resolution or the Certificate Purchase Agreement(s) or the Note Purchase Agreement(s), as applicable, or the Credit Agreement(s) or in connection with any Series of the Notes, is false or misleading in any material respect;

(D) Any event of default constituting a payment default occurs in connection with any other bonds, notes or other outstanding debt of the District;

(E) A petition is filed against the District under any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect and is not dismissed within 30 days after such filing, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' (or Noteholders') interests;

(F) The District files a petition in voluntary bankruptcy or seeking relief under any provision of any bankruptcy, reorganization, arrangement, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect, or consents to the filing of any petition against it under such law; and

(G) The District admits insolvency or bankruptcy or is generally not paying its debts as such debts become due, or becomes insolvent or bankrupt or makes an assignment for the benefit of creditors, or a custodian (including without limitation a receiver, liquidator or trustee) of the District or any of its property is appointed by court order or appointed by the State Superintendent of Public Instruction or takes possession thereof and such order remains in effect or such possession continues for more than 30 days, but the Trustee shall have the right to intervene in the proceedings prior to the expiration of such 30 days to protect its and the Certificate or the Bond owners' or Noteholders' interests.

Whenever any Event of Default referred to in this Section 14 shall have happened and be continuing, subject to the provisions of Section 17 hereof, the Trustee shall, in addition to any other remedies provided herein or by law or under the Trust Agreement or the Indenture, as

applicable, have the right, at its option without any further demand or notice, to take one or any combination of the following remedial steps:

(1) Without declaring any Series of Notes to be immediately due and payable, require the District to pay to the Trustee, for deposit into the applicable Payment Account(s) of the District under the Trust Agreement or the Indenture, as applicable, an amount equal to all of the principal of all Series of Notes and interest thereon to the respective final maturity(ies) of such Series of Notes, plus all other amounts due hereunder, and upon notice to the District the same shall become immediately due and payable by the District without further notice or demand; and

(1) Take whatever other action at law or in equity (except for acceleration of payment on any Series of Notes) which may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Notwithstanding the foregoing, and subject to the provisions of Section 17 hereof and to the terms of the Trust Agreement or the Indenture, as applicable, concerning exercise of remedies which shall control if inconsistent with the following, if any Series of Notes is secured in whole or in part by a Credit Instrument or if a Credit Provider is subrogated to rights under any Series of Notes, as long as each such Credit Provider has not failed to comply with its payment obligations under the corresponding Credit Instrument, each such Credit Provider shall have the right to direct the remedies upon any Event of Default hereunder, and as applicable, prior consent shall be required to any remedial action proposed to be taken by the Trustee hereunder, except that nothing contained herein shall affect or impair the right of action of any owner of a Certificate to institute suit directly against the District to enforce payment of the obligations evidenced and represented by such owner's Certificate.

If any Credit Provider is not reimbursed on any interest payment date applicable to the corresponding Series of Notes for the drawing, payment or claim, as applicable, used to pay principal of and interest on such Series of Notes due to a default in payment on such Series of Notes by the District, as provided in the Trust Agreement or in the Indenture, as applicable, or if any principal of or interest on such Series of Notes remains unpaid after the Maturity Date of such Series of Notes, such Series of Notes shall be a Defaulted Note, the unpaid portion thereof or the portion (including the interest component, if applicable) to which a Credit Instrument applies for which reimbursement on a draw, payment or claim has not been made shall be deemed outstanding and shall bear interest at the Default Rate until the District's obligation on the Defaulted Note is paid in full or payment is duly provided for, all subject to Section 8 hereof.

Section 15. Trustee. The Trustee is hereby appointed as paying agent, registrar and authenticating agent for any and all Series of Notes. The District hereby directs and authorizes the payment by the Trustee of the interest on and principal of any and all Series of Notes when such become due and payable from the corresponding Payment Account held by the Trustee in the name of the District in the manner set forth herein. The District hereby covenants to deposit funds in each such Payment Account at the times and in the amounts specified herein to provide sufficient moneys to pay the principal of and interest on any and all Series of Notes on the day or days on which each such Series matures. Payment of any and all Series of Notes shall be in



accordance with the terms of the applicable Series of Notes and this Resolution and any applicable Supplemental Resolution.

The District hereby agrees to maintain the Trustee under the Trust Agreement or the Indenture, as applicable, as paying agent, registrar and authenticating agent of any and all Series of Notes.

The District further agrees to indemnify, to the extent permitted by law and without making any representation as to the enforceability of this covenant, and save the Trustee, its directors, officers, employees and agents harmless against any liabilities which it may incur in the exercise and performance of its powers and duties under the Trust Agreement or the Indenture, as applicable, including but not limited to costs and expenses incurred in defending against any claim or liability, which are not due to its negligence or default.

Section 16. Sale of Notes. If the Certificate Structure is implemented, each Series of Notes as evidenced and represented by the applicable Series of Certificates shall be sold to the Underwriter, in accordance with the terms of the Certificate Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved. If the Bond Pool Structure is implemented, each Series of Notes shall be sold to the Authority in accordance with the terms of the Note Purchase Agreement applicable to such Series of Notes, in each case as hereinbefore approved.

Section 17. Subordination. (a) Anything in this Resolution to the contrary notwithstanding, the indebtedness evidenced by each Series of Subordinate Notes shall be subordinated and junior in right of payment, to the extent and in the manner hereinafter set forth, to all principal of, premium, if any, and interest on each Series of Senior Notes and any refinancings, refundings, deferrals, renewals, modifications or extensions thereof.

In the event of (1) any insolvency, bankruptcy, receivership, liquidation, reorganization, readjustment, composition or other similar proceeding relating to the District or its property, (2) any proceeding for the liquidation, dissolution or other winding-up of the District, voluntary or involuntary, and whether or not involving insolvency or bankruptcy proceedings, (3) any assignment for the benefit of creditors, or (4) any distribution, division, marshalling or application of any of the properties or assets of the District or the proceeds thereof to creditors, voluntary or involuntary, and whether or not involving legal proceedings, then and in any such event, payment shall be made to the parties and in the priority set forth in Section 8(F) hereof, and each party of a higher priority shall first be paid in full before any payment or distribution of any character, whether in cash, securities or other property shall be made in respect of any party of a lower priority.

The subordination provisions of this Section have been entered into for the benefit of the holders of the Series of Senior Notes and any Credit Provider(s) that issues a Credit Instrument with respect to such Series of Senior Notes and, notwithstanding any provision of this Resolution, may not be supplemented, amended or otherwise modified without the written consent of all such holders and Credit Provider(s).

Notwithstanding any other provision of this Resolution, the terms of this Section shall continue to be effective or be reinstated, as the case may be, if at any time any payment of any Series of Senior Notes is rescinded, annulled or must otherwise be returned by any holder of Series of Senior Notes or such holder's representative, upon the insolvency, bankruptcy or reorganization of the District or otherwise, all as though such payment has not been made.

In no event may any holder of all or any part of the Series of Subordinate Notes, or the corresponding Credit Provider(s), exercise any right or remedy available to it on account of any Event of Default on the Series of Subordinate Notes, (1) at any time at which payments with respect thereto may not be made by the District on account of the terms of this Section, or (2) prior to the expiration of forty-five (45) days after the holders of the Series of Subordinate Notes, or the corresponding Credit Provider(s), shall have given notice to the District and to the holders of the Series of Senior Notes and the corresponding Credit Provider(s), of their intention to take such action.

The terms of this Section, the subordination effected hereby and the rights of the holders of the Series of Senior Notes shall not be affected by (a) any amendment of or addition or supplement to any Series of Senior Notes or any instrument or agreement relating thereto, including without limitation, this Resolution, (b) any exercise or non-exercise of any right, power or remedy under or in respect of any Series of Senior Notes or any instrument or agreement relating thereto, or (c) any waiver, consent, release, indulgence, extension, renewal, modification, delay or other action, inaction or omission, in respect of any Series of Senior Notes or any instrument or agreement relating thereto or any security therefor or guaranty thereof, whether or not any holder of any Series of Subordinate Notes shall have had notice or knowledge of any of the foregoing.

In the event that a Series of Additional Subordinate Notes is further subordinated in the applicable Pricing Confirmation, at the time of issuance thereof, to all previously issued Series of Subordinate Notes of the District, the provisions of this Section 17 relating to Series of Senior Notes shall be applicable to such previously issued Series of Subordinate Notes and the provisions of this Section 17 relating to Series of Subordinate Notes shall be applicable to such Series of Additional Subordinate Notes.

Section 18. Continuing Disclosure Undertaking. The provisions of this Section 18 shall be applicable only if the Certificate Structure is implemented; provided, however, in the event the Bond Pool Structure is implemented, the District covenants to report to the Authority and the Trustee the occurrences of the events described in paragraphs (A)(1)j and (A)(2)h, below, within five business days of such occurrence.

(A) The District covenants, for the sole benefit of the owners of each Series of Certificates which evidence and represent the applicable Series of Notes (and, to the extent specified in this Section 18, the beneficial owners thereof), that the District shall:

(1) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Trustee acting as dissemination agent (the "Dissemination Agent"), to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District:

- a. Principal and interest payment delinquencies on such Series of Notes and the related Series of Certificates;
- b. Unscheduled draws on debt service reserves reflecting financial difficulties;
- c. Unscheduled draws on credit enhancements reflecting financial difficulties;
- d. Substitution of credit or liquidity providers, or their failure to perform;
- e. Adverse tax opinions or issuance by the Internal Revenue Service of proposed or final determination of taxability or of a Notice of Proposed Issue (IRS Form 5701 TEB);
- f. Tender offers;
- g. Defeasances;
- h. Rating changes;
- i. Bankruptcy, insolvency, receivership or similar event of the obligated person; or

For the purposes of the event identified in subsection i., the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the District in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the District, or if such jurisdiction has been assumed by leaving the existing governmental body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the District.

- j. Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the District, any of which reflect financial difficulties.

(2) Provide in a timely manner not later than ten business days after the occurrence of the event, through the Dissemination Agent, to the Municipal Securities Rulemaking Board, notice of any of the following events with respect to an outstanding Series of Notes of the District, if material:

- a. Unless described in subsection (A)(1)e., other material notices or determinations by the Internal Revenue Service with respect to the tax status of such Series of Notes and the related Series of Certificates or other

material events affecting the tax status of such Series of Notes and the related Series of Certificates;

- b. Modifications to rights of owners and beneficial owners of the Series of Certificates which evidence and represent such Series of Notes;
- c. Optional, contingent or unscheduled bond calls;
- d. Release, substitution or sale of property securing repayment of such Series of Notes;
- e. Non-payment related defaults;
- f. The consummation of a merger, consolidation, or acquisition involving the District or the sale of all or substantially all of the assets of the District, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms;
- g. Appointment of a successor or additional Trustee or the change of name of a Trustee; or
- h. Incurrence of a financial obligation of the District, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the District, any of which affect security holders.

For the purposes of the events listed as (1)j. and (2)h., the term “financial obligation” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) guarantee of (i) or (ii). The term financial obligation shall not include municipal securities as to which a final official statement has been provided to the Municipal Securities Rulemaking Board consistent with the Rule.

Whenever the District obtains knowledge of the occurrence of an event described in subsection (A)(2) of this Section, the District shall determine if such event would be material under applicable federal securities laws. The Authority and the Dissemination Agent shall have no responsibility for such determination and shall be entitled to conclusively rely upon the District’s determination.

If the District learns of the occurrence of an event described in subsection (A)(1) of this Section, or determines that the occurrence of an event described in subsection (A)(2) of this Section would be material under applicable federal securities laws, the District shall within ten business days of occurrence, through the Dissemination Agent, file a notice of such occurrence with the Municipal Securities Rulemaking Board. The District shall promptly provide the Authority and the Dissemination Agent with a notice of such occurrence which the Dissemination Agent agrees to file with the Municipal Securities Rulemaking Board.

All documents provided to the Municipal Securities Rulemaking Board shall be provided in an electronic format, as prescribed by the Municipal Securities Rulemaking Board, and shall be accompanied by identifying information, as prescribed by the Municipal Securities Rulemaking Board.

(B) In the event of a failure of the District to comply with any provision of this Section, any owner or beneficial owner of the related Series of Certificates may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the District to comply with its obligations under this Section. A default under this Section shall not be deemed an Event of Default under Section 14 hereof, and the sole remedy under this Section in the event of any failure of the District to comply with this Section shall be an action to compel performance.

(C) For the purposes of this Section, a “beneficial owner” shall mean any person which has the power, directly or indirectly, to make investment decisions concerning ownership of any Certificates of the Series which evidences and represents such Series of Notes (including persons holding Certificates through nominees, depositories or other intermediaries and any Credit Provider as a subrogee).

(D) The District’s obligations under this Section shall terminate upon the legal defeasance, prior redemption or payment in full of its Note. If such termination occurs prior to the final maturity of the related Series of Certificates, the District shall give notice of such termination in the same manner as for a listed event under subsection (A)(1) of this Section.

(E) The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the District pursuant to this Section. In no event shall the Dissemination Agent be responsible for preparing any notice or report or for filing any notice or report which it has not received in a timely manner and in a format suitable for reporting. Nothing in this Section shall be deemed to prevent the District from disseminating any other information, using the means of dissemination set forth in this Section or any other means of communication, or including any other notice of occurrence of a listed event under subsection (A)(1) or (A)(2) of this Section (each, a “Listed Event”), in addition to that which is required by this Section. If the District chooses to include any information in any notice of occurrence of a Listed Event in addition to that which is specifically required by this Section, the District shall have no obligation under this Section to update such information or include it in any future notice of occurrence of a Listed Event.

(F) Notwithstanding any other provision of this Resolution, the District with the consent of the Dissemination Agent and notice to the Authority may amend this Section, and any provision of this Section may be waived, provided that the following conditions are satisfied:

(1) If the amendment or waiver relates to the provisions of subsection (A) of this Section, it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the applicable Series of Notes and the related Series of Certificates, or the type of business conducted;

(2) The undertaking, as amended or taking into account such waiver, would in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the applicable Series of Notes and the related Series of Certificates, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(3) The amendment or waiver does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the owners or beneficial owners of the related Certificates. In the event of any amendment or waiver of a provision of this Section, notice of such change shall be given in the same manner as for an event listed under subsection (A)(1) of this Section, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver; provided, however, the District shall be responsible for preparing such narrative explanation.

(G) The Dissemination Agent shall have only such duties as are specifically set forth in this Section. The Dissemination Agent shall not be liable for the exercise of any of its rights hereunder or for the performance of any of its obligations hereunder or for anything whatsoever hereunder, except only for its own willful misconduct or gross negligence. Absent gross negligence or willful misconduct, the Dissemination Agent shall not be liable for an error of judgment. No provision hereof shall require the Dissemination Agent to expend or risk its own funds or otherwise incur any financial or other liability or risk in the performance of any of its obligations hereunder, or in the exercise of any of its rights hereunder, if such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The District hereby agrees to compensate the Dissemination Agent for its reasonable fees in connection with its services hereunder, but only from the District's share of the costs of issuance deposited in the Costs of Issuance Fund held and invested by the Trustee under the Trust Agreement.

(H) This section shall inure solely to the benefit of the District, the Dissemination Agent, the Underwriter, any Credit Provider and owners and beneficial owners from time to time of the Certificates, and shall create no rights in any other person or entity.

Section 19. Approval of Actions. The aforementioned officers of the District are hereby authorized and directed to execute each Series of Notes and to cause the Trustee to authenticate and accept delivery of each Series of Notes pursuant to the terms and conditions of the applicable Certificate Purchase Agreement and Trust Agreement or the applicable Note Purchase Agreement and the Indenture, as applicable. All actions heretofore taken by the officers and agents of the District or this Board with respect to the sale and issuance of the Notes and participation in the Program are hereby approved, confirmed and ratified and the officers and agents of the District are hereby authorized and directed, for and in the name and on behalf of the District, to do any and all things and take any and all actions and execute any and all certificates, requisitions, agreements, notices, consents, and other documents, including tax certificates, letters of representations to the securities depository, investment contracts (or side letters or agreements thereto), other or additional municipal insurance policies or credit enhancements or credit agreements (including mutual insurance agreements) or insurance commitment letters, if any, and closing certificates, which they, or any of them, may deem necessary or advisable in order to consummate the lawful issuance and delivery of each Series of Notes, execution or issuance and delivery of the corresponding Series of Certificates or Series of Pool Bonds, as

applicable, and investment of the proceeds thereof, in accordance with, and related transactions contemplated by, this Resolution. The officers of the District referred to above in Section 4 hereof are hereby designated as “Authorized District Representatives” under the Trust Agreement or the Indenture, as applicable.

In the event that any Series of Notes or a portion thereof is secured by a Credit Instrument, the Authorized Officer is hereby authorized and directed to provide the applicable Credit Provider with any and all information relating to the District as such Credit Provider may reasonably request.

Section 20. Proceedings Constitute Contract. The provisions of each Series of Notes and of this Resolution shall constitute a contract between the District and the registered owner of such Series of Notes, the registered owners of the Series of Certificates or Bonds to which such Series of Notes is assigned, and the corresponding Credit Provider(s), if any, and such provisions shall be enforceable by mandamus or any other appropriate suit, action or proceeding at law or in equity in any court of competent jurisdiction, and shall be irrevocable.

Section 21. Limited Liability. Notwithstanding anything to the contrary contained herein or in any Series of Notes or in any other document mentioned herein or related to any Series of Notes or to any Series of Certificates or Series of Pool Bonds to which such Series of Notes may be assigned, the District shall not have any liability hereunder or by reason hereof or in connection with the transactions contemplated hereby except to the extent payable from moneys available therefor as set forth in Section 8 hereof, and the County is not liable for payment of any Note or any other obligation of the District hereunder.

Section 22. Severability. In the event any provision of this Resolution shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 23. Electronic Signatures; DocuSign. The Board hereby approves the execution and delivery of all agreements, documents, certificates and instruments referred to herein with electronic signatures as may be permitted under the California Uniform Electronic Transactions Act and digital signatures as may be permitted under Section 16.5 of the California Government Code using DocuSign.

**EXHIBIT A**  
**FORM OF NOTE**

R-1

\$\_\_\_\_\_

\_\_\_\_\_  
DISTRICT/\_\_\_\_\_  
BOARD OF EDUCATION  
COUNTY OF \_\_\_\_\_, CALIFORNIA  
2023-2024 [SUBORDINATE]\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_

Date of  
Original Issue

REGISTERED OWNER: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, AS TRUSTEE

SERIES PRINCIPAL AMOUNT: \_\_\_\_\_ DOLLARS

<u>Interest Rate</u>		<u>Maturity Date</u>		
____%		_____, 20__		
<u>First</u> <u>Repayment Period</u>	<u>Second</u> <u>Repayment Period</u>	<u>Third</u> <u>Repayment Period</u>	<u>Fourth</u> <u>Repayment Period</u>	<u>Fifth</u> <u>Repayment Period</u>
____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	____% of the total of [principal] [interest] [principal and interest] due at maturity	100% of the total of principal and interest due at maturity**

FOR VALUE RECEIVED, the District/Board of Education designated above (the "District"), located in the County designated above (the "County"), acknowledges itself indebted to and promises to pay on the maturity date specified above to the registered owner identified above, or registered assigns, the principal amount specified above, together with interest thereon from the date hereof until the principal amount shall have been paid, payable [on \_\_\_\_\_ 1, 20\_\_ and] on the maturity date specified above in lawful money of the United States of America, at the rate of interest specified above (the "Note Rate"). Principal of and interest on this Note are payable in such coin or currency of the United States as at the time of payment is legal tender for payment of private and public debts, such principal and interest to be paid upon surrender hereof at the principal corporate trust office of U.S. Bank Trust Company, National Association in Los Angeles, California, or its successor in trust (the "Trustee"). Interest shall be calculated on the basis of a 360-day year, consisting of twelve 30-day months, in like lawful money from the date hereof until the maturity date specified above and, if funds are not provided for payment at the maturity, thereafter on the basis of a 360-day year for actual days elapsed until payment in full of said principal sum. Both the principal of and interest on this Note shall be payable only to the registered owner hereof upon surrender of this Note as the same shall fall due; provided, however, no interest shall be payable for any period after maturity during which the holder hereof fails to properly present this Note for payment. If the District fails to pay interest on this Note on any interest payment date or to pay the principal of or interest on this Note on the

\* TAX AND REVENUE ANTICIPATION NOTE, SERIES \_\_\_\_\* To bear this designation if this Note is a Series of Subordinate Notes.

\*\*\* Length and number of Repayment Periods and percentages and amount of principal of Note shall be determined in Pricing Confirmation (as defined in the Resolution).



maturity date or the [Credit Provider(s)] (as defined in the Resolution hereinafter described), if any, is not reimbursed in full for the amount drawn on or paid pursuant to the [Credit Instrument(s)] (as defined in the Resolution) to pay all or a portion of the principal of and interest on this Note on the date of such payment, this Note shall become a Defaulted Note (as defined and with the consequences set forth in the Resolution).

It is hereby certified, recited and declared that this Note (the “Note”) represents an authorized issue of the Note in the aggregate principal amount authorized, executed and delivered pursuant to and by authority of a resolution of the governing board of the District duly passed and adopted heretofore, under and by authority of Article 7.6 (commencing with Section 53850) of Chapter 4, Part 1, Division 2, Title 5 of the California Government Code (the “Resolution”), to all of the provisions and limitations of which the owner of this Note, by acceptance hereof, assents and agrees. Pursuant to and as more particularly provided in the Resolution, additional notes may be issued by the District secured by a lien on a parity with the lien securing this Note.

The term “Unrestricted Revenues” means the taxes, income, revenue, cash receipts and other moneys provided for Fiscal Year 2023-2024 which will be received by or will accrue to the District during such fiscal year for the general fund [and capital fund and/or special revenue fund] of the District and which are lawfully available for the payment of current expenses and other obligations of the District. As security for the payment of the principal of and interest on the Note, subject to the payment priority provisions contained in the Resolution, the District has pledged the first Unrestricted Revenues of the District received in the Repayment Periods set forth on the face hereof in an amount equal to the corresponding percentages of principal of, and [in the final Repayment Period,] interest due on, the Note at maturity set forth on the face hereof (such pledged amounts being hereinafter called the “Pledged Revenues”). As provided in Section 53856 of the California Government Code, subject to the payment priority provisions contained in the Resolution, the Note and the interest thereon shall be a first lien and charge against, and shall be payable from the first moneys received by the District from, the Pledged Revenues. As provided in Section 53857 of the California Government Code, notwithstanding the provisions of Section 53856 of the California Government Code and the foregoing, the Note shall be a general obligation of the District and, in the event that on [the tenth business day of each such Repayment Period], the District has not received sufficient Unrestricted Revenues to permit the deposit into the payment account established for the Note of the full amount of Pledged Revenues to be deposited therein from said Unrestricted Revenues in such Repayment Period as provided in the Resolution, then the amount of any deficiency shall be satisfied and made up from any other moneys of the District lawfully available for the payment of the principal of the Note and the interest thereon, as and when such other moneys are received or are otherwise legally available, as set forth in the Resolution and subject to the payment priority provisions contained therein. The full faith and credit of the District is not pledged to the payment of the principal of or interest on this Note. The County is not liable for payment of this Note.

This Note is transferable, as provided by the Resolution, only upon the books of the District kept at the office of the Trustee, by the registered owner hereof in person or by its duly authorized attorney, upon surrender of this Note for transfer at the office of the Trustee, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Trustee duly executed by the registered owner hereof or its duly authorized attorney, and upon payment

of any tax, fee or other governmental charge required to be paid with respect to such transfer, a fully registered Note will be issued to the designated transferee or transferees.

The District and the Trustee may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the District and the Trustee shall not be affected by any notice to the contrary.

This Note shall not be valid or become obligatory for any purpose until the Certificate of Authentication and Registration hereon shall have been signed by the Trustee.

It is hereby certified that all of the conditions, things and acts required to exist, to have happened and to have been performed precedent to and in the issuance of this Note do exist, have happened and have been performed in due time, form and manner as required by the Constitution and statutes of the State of California and that the amount of this Note, together with all other indebtedness of the District, does not exceed any limit prescribed by the Constitution or statutes of the State of California.

IN WITNESS WHEREOF, the governing board of the District has caused this Note to be executed by the manual or facsimile signature of a duly authorized officer of the District and countersigned by the manual or facsimile signature of its duly authorized officer as of the date of authentication set forth below.

☐ 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

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**SUBJECT:** Renewal Contract for Financial Advisory Services with Dale Scott and Company (DS&C) for 2023-2024

**DATE:** March 16, 2023

**PERSON RESPONSIBLE:** Joshua Jorn Assistant Superintendent for Business Services

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**RECOMMENDATION:**

The District Administration recommends that the Board approve the attached contract for Financial Advisory Services, Continuing Disclosures, and Independent Citizens Oversight Committee Assistance with Dale Scott and Company (DS&C)

**BACKGROUND:**

The District currently has two General Obligation (GO) Bonds Measure A and Measure D. The District must comply with obligations under the continuing disclosure certificates issued, executed and delivered in connection with its outstanding long-term debt. Dale Scott & Company, Inc. has been assisting the District with its continuing disclosures since GO Bond issuance and the District recommends maintaining DSC as our continuing disclosure dissemination agent.

The District has also requested under this renewal agreement for DSC to support the District and its Independent Citizens Oversight Committee (ICOC) with annual reporting to the community and the Board of Trustees, along with ICOC member education associated with both Measure A and Measure D

**FISCAL IMPACT:**

Fund 21, Building Fund \$17,852 for FY2023-24

March 2, 2023

Ralph Porras, Superintendent  
Pacific Grove Unified School District  
435 Hillcrest Avenue  
Pacific Grove, CA 93950

**Re: Pacific Grove Unified School District  
Continuing Disclosure/ADTR/ICOC Services Agreement**

Ladies and Gentlemen:

It is our understanding that Pacific Grove Unified School District (the "District") wishes to comply with obligations under the continuing disclosure certificates the District has executed and delivered in connection with its outstanding long-term debt financings. Dale Scott & Company, Inc. ("DS&C", together with the District, the "Parties"; individually each a "Party") hereby agrees to assist the District as its continuing disclosure dissemination agent ("Dissemination Agent"). In connection with this goal, Dale Scott & Company, Inc. ("DS&C") proposes to advise and assist the District as its independent financial advisor as set forth below (the "Agreement").

- I. Continuing Disclosure Services Provided.** The services to be provided under this Agreement are set forth below:
- a. **Preparation of Annual Report.** Include all required items from the continuing disclosure certificate ("CDC") from each of the District's outstanding financings. DS&C shall, whenever possible, attempt to consolidate information from separate CDCs into a single Annual Report.
  - b. **Annual Filing of Annual Report, Budget and Audit.** File all materials as required under each CDC with the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access portal.
  - c. **Preparation and Filing of Notice of Significant Events.** Notices of significant market events are required to be filed within 10 business days of their occurrence. DS&C will prepare notices of significant events as required by any CDC when DS&C becomes aware of such event. DS&C will monitor third-party sources for occurrences of significant events related to the rating of the District or any applicable credit enhancement such as bond insurance. The District will notify DS&C if it becomes aware of any significant event requiring a filing. The terms of the CDC govern but such significant events include, but are not limited to:
    - Delinquencies, defaults, unscheduled drawdowns of debt service reserves or credit enhancements, defeasances, bankruptcies, bond calls, adverse tax opinions, etc.
    - Changes in the underlying rating of the District
    - Changes in the ratings of the insurers on the District's outstanding financings
    - Any other significant event required to be disclosed by a CDC

**II. Preparation and Filing of Annual Debt Transparency Reports ("ADTRs")** shall include but not be limited to:

- a. Complete an ADTR for each applicable District bond or note issuance.
- b. Obtain outstanding data from the District not otherwise available as required for the filing of each ADTR.
- c. Annually file ADTRs with the California Debt and Investment Advisory Commission ("CDIAC").
- d. Provide the District with notice and confirmation of each successful filing.

**III. Independent Citizens' Oversight Committee Assistance.** DS&C shall assist the District in regards to its Independent Citizens' Oversight Committee ("ICOC") as follows:

- a. **Member Recruitment and Selection.** Assist the District in the recruitment, interview and selection of ICOC members including the search for specific member categories and replacement due to resignation or term-limits.
- b. **Member Education.** Provide on-going education to ICOC members regarding:
  - Fundamentals of general obligation (GO) bond finance
  - An overview of the various uses of GO bonds by California K-14 districts for facility construction, improvements and technology
  - Specific challenges faced by the district regarding its bond funding program
  - An annual review of changes in the district's assessed valuation and estimated tax rates

Education seminars to be provided as needed to the committee as a whole as well as individually to newly appointed members.

- c. **Annual Reports.** Assist the ICOC in the drafting of:
  - An annual report(s) to be submitted to the District's Board of Trustees
  - An annual report(s) to the community regarding the District's bond program(s) and ICOC activities suitable for electronic and/or US mail
- d. **Bylaws Review and Compliance.** Provide an annual report to the ICOC and District staff to include:
  - Review of ICOC Bylaws and proposed amendments as needed
  - Review of District and ICOC compliance with California state laws including ICOC membership and public access to ICOC reports and documents

**IV. Limitations on Services.**

- a. The services provided under this Agreement are limited to the services described above unless otherwise agreed to in writing by DS&C.
- b. Under the terms of this Agreement, DS&C is not responsible for determining whether any Annual Report makes an untrue statement of material fact or omits to state any material information or to make any determination with respect to the "materiality" of a significant event or whether such event reflects "financial difficulties" of the District.

**V. Compensation.** For its services as set forth in this Agreement, DS&C shall be compensated as follows:

- a. **Continuing Disclosure Services.** For the preparation and filing of the Annual Report (including budgets, audits and any other required data) and for the reporting of significant events, an annual fee of \$5,000 per report payable within 30 days of receipt of invoice from DS&C.
- b. **ADTR Services.** For the preparations and filing of ADTRs:
  - A one-time set-up fee of \$500 for each ADTR
  - An annual fee of \$565.70 for each filed ADTR provided however:
    - That for any one year, the total annual fee for all services related to the preparation and filing of ADTRs shall not exceed \$2,828.52
  - The ADTR fee and annual cap shall escalate by 2.5% per year
- c. **Independent Citizens' Bond Oversight Committee Assistance.** Fees for such services shall be calculated as follows:
  - For a single GO bond authorization, an annual fee not to exceed \$20,000 payable from bond proceeds or any other source of legally available funds.
  - For each additional GO bond authorization, an annual fee of \$5,000 payable from bond proceeds or any other source of legally available funds.
- d. **Expenses.** The District agrees to reimburse DS&C all reasonable and necessary third-party and out-of-pocket expenses at their direct cost plus 5% payable upon receipt of invoice.

**VI. Effective Date, Terms, and Conditions.** This Agreement shall be effective on the date it is signed by an authorized representative of the District and shall last for a term of five years from that date. The District agrees that, during the term of this Agreement, DS&C shall be the sole Dissemination Agent hired by the District for the services described herein.

Either Party may terminate this Agreement at any time with 30 days' written notice of such termination. If such termination is requested by the District, the District agrees to compensate DS&C for its services performed and expenses incurred through the effective date of termination as mutually agreed upon.

**VII. Additional Matters.**

- a. **Governing Law.** This Agreement shall be governed and interpreted in accordance with the laws of California, without giving effect to principles of conflicts of law. Any litigation or arbitration between the Parties will take place in the appropriate forum located closest to San Francisco, CA.
- b. **Attorneys' Fees.** If either Party brings any action or proceeding to enforce, protect or establish any right or remedy arising out of or based upon this Agreement, including but not limited to the recovery of damages for its breach, the prevailing Party shall be entitled to recovery of its costs and reasonable attorneys' fees, including the reasonable value of counsel services.
- c. **DS&C's Duty to Comply with Laws.** DS&C shall, at all times, comply with all laws, statutes, ordinances, rules and regulations applicable thereto, enacted and adopted by federal, state, regional, municipal or other government bodies, departments or offices thereof.

- d. **Assignment.** This Agreement shall be binding upon and inure to the benefit of the Parties, their respective successors and permitted assigns; provided however, neither party may assign or transfer any of its rights or obligations hereunder without the prior written consent of the other Party.
- e. **Independent Contractor.** DS&C are independent contractors and not agents or employees of the District and shall have no authority to act as an agent of the District, nor to enter into any agreement for or on behalf of the District except as provided herein.
- f. **Property of District.** All work performed by DS&C pursuant to this Agreement shall become the property of the District, is for the sole use of the District, and shall not be released to any third party without prior written consent of the District.
- g. **Notices.** Where written notice is to be given under this Agreement, service shall be sufficient if deposited in the United States mail, postage paid, and shall be effective from the date of mailing. Notice to the Parties shall be addressed to the signatories below at their respective addresses first listed above. The Parties may deliver any documents related to this Agreement or any notices required by email or other electronic means. The Parties consent to (i) conduct business electronically, (ii) receive documents and notices by such electronic delivery, and (iii) sign documents electronically.
- h. **Entire Agreement.** This Agreement sets forth the entire agreement and understanding of the Parties relating to the subject matter herein and supersedes all prior or contemporaneous discussions, understandings and agreements between them relating to the subject matter hereof.
- i. **Amendments and Waivers.** No amendment to this Agreement, nor any waiver of any rights under this Agreement, shall be effective unless in writing signed by the Parties. No delay or failure to require performance of any provision of this Agreement shall constitute a waiver of that provision as to that or any other instance.
- j. **Indemnity and Hold Harmless.** Each Party agrees to indemnify and hold harmless the other Party and its employees, agents, managers, and members from any claims, liabilities, losses, damages, and expenses asserted against the other Party and arising out of the indemnifying Party's negligence, willful misconduct, and negligent performance of, or failure to perform, any of its duties or obligations under this Agreement. The provisions of this indemnification are solely for the benefit of the Parties hereto and not intended to create or grant any rights, contractual or otherwise, to another person or entity.
- k. **Severability.** If a provision of this Agreement is held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then such provision shall be excluded from this Agreement, and the balance of the Agreement shall be interpreted as if such provision were so excluded and shall be enforceable in accordance with its terms.
- l. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and all of which together shall constitute one and the same agreement. Execution of a facsimile copy will

have the same force and effect as execution of an original, and a facsimile signature will be deemed original and valid.

- m. **Construction.** This Agreement is the result of negotiations between the Parties, and has been reviewed by each of the Parties and their respective counsel, if any. Accordingly, this Agreement shall be deemed to be the product of the Parties, and no ambiguity shall be construed in favor of or against any one of the Parties.
- n. **No Municipal Advisory Services.** DS&C represents that it is not, in fact, conducting any municipal advisory services in the performance of this Agreement. The data that DS&C disseminates under the terms of this Agreement are of a factual nature and do not contain any opinions or advice of DS&C, and may not be relied upon as financial advice from DS&C. DS&C agrees to work with the District to ensure that the terms of the Agreement are interpreted and performed accordingly. The Parties agree to immediately amend the Agreement as soon as either becomes aware of any term herein that inadvertently requests or requires that DS&C provide municipal advisory services.
- o. **As-Is Data.** The data DS&C disseminates under this Agreement may be produced from third-party sources. While such data is reasonably believed to be reliable, DS&C makes no representation regarding the accuracy, completeness or reliability of such data, and disseminates it strictly "as is." DS&C shall not be liable for any damages arising from use of, or reliance upon, such data, however caused and on any theory of liability.

Dale Scott & Company, Inc.

Pacific Grove Unified School District

By:

Accepted:



\_\_\_\_\_  
Dale Scott, President

\_\_\_\_\_  
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:** Agreement for Legal Services with Lozano Smith for 2023-24

**DATE:** March 16, 2023

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

**RECOMMENDATION:**

The Administration recommends the Board review and approve the agreement for legal services with Lozano Smith for 2023-24.

**BACKGROUND:**

Lozano Smith has been the District's legal counsel for several years, assisting with general and special education matters.

**INFORMATION:**

Services are paid for through the Superintendents Professional and Consulting budget.

**FISCAL IMPACT:**

General Fun 01 budgeted \$100,000



## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is effective July 1, 2023, between the PACIFIC GROVE UNIFIED SCHOOL DISTRICT (“Client”) and the law firm of LOZANO SMITH, LLP (“Attorney”) (each a “Party” and collectively the “Parties”). Attorney shall provide legal services as requested by Client on the following terms and conditions:

1. **ENGAGEMENT.** Client hires Attorney on an as-requested basis as its legal counsel with respect to matters the Client refers to Attorney. When Client refers a matter to Attorney, Attorney shall confirm availability and ability to perform legal services regarding the matter. After Attorney has completed services for the specific matter referred by Client, then no continuing attorney-client relationship exists until Client requests further services and Attorney accepts a new engagement. If Attorney undertakes to provide legal services to represent Client in such matters, Attorney shall keep Client informed of significant developments and respond to Client’s inquiries regarding those matters. Client understands that Attorney cannot guarantee any particular results, including the costs and expenses of representation. Client agrees to be forthcoming with Attorney, to cooperate with Attorney in protecting Client’s interests, to keep Attorney fully informed of developments material to Attorney’s representation of client, and to abide by this Agreement. Client is hereby advised of the right to seek independent legal advice regarding this Agreement.

2. **RATES TO BE CHARGED.** Client agrees to pay Attorney for services rendered based on the attached rate schedule. Agreements for legal fees on other-than-an-hourly basis may be made by mutual agreement for special projects (including as set forth in future addenda to this Agreement). Client may choose to pre-pay for legal services. If Client elects to pre-pay, any amount of pre-payment will be held in trust by Attorney. Attorney will thereafter charge Client at 95% of the hourly professional rates on the attached rate schedule, reflecting a 5% discount, with such charges applying against the pre-paid amount on deposit until that amount is exhausted, at which point the hourly professional rates will be charged at 100% of the hourly professional rates on the attached rate schedule. The pre-payment and 5% discount do not apply to costs and expenses.

3. **REIMBURSEMENT.** Client agrees to reimburse Attorney for actual and necessary expenses and costs incurred in the course of providing legal services to Client, including but not limited to expert, consultant, mediation and arbitration fees. Attorney shall not be required to advance costs on behalf of Client over the amount of \$1,000 unless otherwise agreed to in writing by Attorney. Typical expenses advanced for Client, without prior authorization, include messenger fees, witness fees, expedited delivery charges, travel expenses, court reporter fees and transcript fees. Client authorizes Attorney to retain experts or consultants to perform services.

4. **MONTHLY INVOICES.** Attorney shall send Client a statement for fees and costs incurred every calendar month (the “Statement”). Statements shall set forth the amount, rate and description of services provided. Client shall pay Attorney’s Statements within thirty (30)

calendar days after receipt. An interest charge of one percent (1%) per month shall be assessed on balances that are more than thirty (30) calendar days past due, not to exceed 10% per annum.

5. **COMMUNICATIONS BETWEEN ATTORNEY AND CLIENT.** The Parties recognize that all legal advice provided by Attorney is protected by the Attorney-Client and Work Product Privileges. In addition to regular telephone, mail and other common business communication methods, Client hereby authorizes Attorney to use facsimile transmissions, cellular telephone calls and text, unencrypted email, and other electronic transmissions in communicating with Client. Unless otherwise instructed by Client, any such communications may include confidential information.

6. **POTENTIAL AND ACTUAL CONFLICTS OF INTEREST.** If Attorney becomes aware of any potential or actual conflict of interest between Client and one or more other clients represented by Attorney, Attorney will comply with applicable laws and rules of professional conduct.

7. **INDEPENDENT CONTRACTOR.** Attorney is an independent contractor and not an employee of Client.

8. **TERMINATION.**

a. Termination by Client. Client may discharge Attorney at any time, with or without cause, by written notice to Attorney.

b. Termination by Mutual Consent or by Attorney. Attorney may terminate its services at any time with Client's consent or for good cause. Good cause exists if (a) Client fails to pay Attorney's Statement within sixty (60) calendar days of its date, (b) Client fails to comply with other terms of this Agreement, including Client's duty to cooperate with Attorney in protecting Client's interests, (c) Client has failed to disclose material facts to Attorney or (d) any other circumstance exists that requires termination of this engagement under the ethical rules applicable to Attorney. Additionally, to the extent allowed by law, Attorney may decline to provide services on new matters or may terminate the Agreement without cause upon written notice to Client if Attorney is not then providing any legal services to Client. Even if this Agreement is not terminated, under paragraph 1 an attorney-client relationship exists only when Attorney is providing legal services to Client.

c. Following Termination. Upon termination by either Party: (i) Client shall promptly pay all unpaid fees and costs for services provided or costs incurred pursuant to this Agreement up to the date of termination; (ii) unless otherwise required by law or agreed to by the Parties, Attorney will provide no legal services following notice of termination; (iii) Client will cooperate with Attorney in facilitating the orderly transfer of any outstanding matters to new counsel, including promptly signing a substitution of counsel form at Attorney's request; and (iv) Client shall, upon request, be provided the Client's file maintained for the Client by Attorney and shall sign acknowledgment of receipt upon delivery of that file. For all Statements received by Client from Attorney

prior to the date of termination, Client's failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services as shown in the Statement within thirty (30) calendar days of the date of termination shall be deemed Client's acceptance of and agreement with the Statement. For any billing appearing for the first time on a Statement received by Client from Attorney after the date of termination, failure to notify Attorney in writing of any disagreement with either the services performed or the charges for those services within thirty (30) calendar days from receipt of the Statement shall be deemed to signify Client's acceptance of and agreement with the Statement.

9. **MAINTENANCE OF INSURANCE.** Attorney agrees that, during the term of this Agreement, Attorney shall maintain liability and errors and omissions insurance.

10. **CONSULTANT SERVICES.** Attorney works with professional consultants that provide services, including but not limited to, investigations, public relations, educational consulting, leadership mentoring and development, financial, budgeting, management auditing, board/superintendent/chancellor relations, administrator evaluation and best practices, and intergovernmental relations. Attorney does not share its legal fees with such consultants. Attorney may offer these services to Client upon request.

11. **DISPUTE RESOLUTION.**

a. **Mediation.** Except as otherwise set forth in this section, Client and Attorney agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussions and negotiations and in compliance with applicable law. In the event of a claim or dispute, either Party may request, in writing to the other Party, to refer the dispute to mediation. This request shall be made within thirty (30) calendar days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) calendar days. The mediator's fee shall be shared equally between Client and Attorney. Each Party shall bear its own attorney fees and costs. Whenever possible, any mediator selected shall have expertise in the area of the dispute and any selected mediator must be knowledgeable regarding the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties. Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115, et seq., and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party refuses to cooperate in the setting of mediation.

b. Dispute Regarding Fees. Any dispute as to attorney fees and/or costs charged under this Agreement shall to the extent required by law be resolved under the California Mandatory Fee Arbitration Act (Bus. & Prof. Code §§ 6200, et seq.).

c. Binding Arbitration. Except as otherwise set forth in section (b) above, Client and Attorney agree to submit all disputes to final and binding arbitration, either following mediation which fails to resolve all disputes or in lieu of mediation as may be agreed by the Parties in writing. Either Party may make a written request to the other for arbitration. If made in lieu of mediation, the request must be made within sixty (60) calendar days of the action giving rise to the dispute. If the request for arbitration is made following an unsuccessful attempt to mediate the Parties' disputes, the request must be made within ten (10) calendar days of termination of the mediation. The Parties shall make a good faith attempt to select an arbitrator and complete the arbitration within ninety (90) calendar days. If there is no agreement on an arbitrator, the Parties shall use the Judicial Arbitration and Mediation Service (JAMS). The arbitrator's qualifications must meet the criteria set forth above for a mediator, except, in addition, the arbitrator shall be an attorney unless otherwise agreed by the Parties. The arbitrator's fee shall be shared equally by both Parties. Each Party shall bear its own attorney fees and other costs. The arbitrator shall render a written decision and provide it to both Parties. The arbitrator may award any remedy or relief otherwise available in court and the decision shall set forth the reasons for the award. The arbitrator shall not have any authority to amend or modify this agreement. Any arbitration conducted pursuant to this paragraph shall be governed by California Code of Civil Procedure sections 1281, et seq. By signing this Agreement, Client acknowledges that this agreement to arbitrate results in a waiver of Client's right to a court or jury trial for any fee dispute or malpractice claim. This also means that Client is giving up Client's right to discovery and appeal. If Client later refuses to submit to arbitration after agreeing to do so, Client maybe ordered to arbitrate pursuant to the provisions of California law. Client acknowledges that before signing this Agreement and agreeing to binding arbitration, Client is entitled, and has been given a reasonable opportunity, to seek the advice of independent counsel.

d. Effect of Termination. The terms of this section shall survive the termination of the Agreement.

12. **ENTIRE AGREEMENT.** This Agreement with its exhibit supersedes any and all other prior or contemporaneous oral or written agreements between the Parties. Each Party acknowledges that no representations, inducements, promises or agreements have been made by any person which are not incorporated herein, and that any other agreements shall be void. Furthermore, any modification of this Agreement shall only be effective if in writing signed by all Parties hereto.

13. **SEVERABILITY.** Should any provision of this Agreement be held by a court of competent jurisdiction to be invalid, void or unenforceable, but the remainder of the Agreement can be enforced without failure of material consideration to any Party, then this Agreement shall not be affected and it shall remain in full force and effect, unless amended or modified by mutual consent of the Parties; provided, however, that if the invalidity or unenforceability of any


provision of this Agreement results in a material failure of consideration, then, to the extent allowed by law, the Party adversely affected thereby shall have the right in its sole discretion to terminate this Agreement upon providing written notice of such termination to the other Party.

14. **NON-WAIVER.** None of the provisions of this Agreement shall be considered waived by either Party unless such waiver is specified in writing.

15. **NO THIRD PARTY RIGHTS.** This Agreement shall not create any rights in, or inure to the benefit of, any third party.

16. **ASSIGNMENT.** The terms of this Agreement may not be assigned to any third party. Neither Party may assign any right of recovery under or related to the Agreement to any third party.

SO AGREED:

CLIENT SIGNATURE	ATTORNEY SIGNATURE
<b>Pacific Grove Unified School District</b>	<b>Lozano Smith, LLP</b>
BY <i>(Authorized Signature)</i>	BY <i>(Authorized Signature)</i> 
PRINTED NAME AND TITLE OF PERSON SIGNING	PRINTED NAME AND TITLE OF PERSON SIGNING Karen M. Rezendes, Managing Partner
DATE EXECUTED	DATE EXECUTED 02/21/2022



## PROFESSIONAL RATE SCHEDULE FOR PACIFIC GROVE UNIFIED SCHOOL DISTRICT

### 1. HOURLY PROFESSIONAL RATES

Client agrees to pay Attorney by the following standard hourly rate\*:

Partner** / Senior Counsel / Of Counsel	\$ 275 - \$ 375 per hour
Associate	\$ 215 - \$ 295 per hour
Paralegal / Law Clerk	\$ 150 - \$ 200 per hour
Consultant	\$ 150 - \$ 200 per hour

\* Rates for individual attorneys within each category above vary based upon years of experience. Specific rates for each attorney are available upon request.

\*\* Rates for work performed by Senior Partners with 20 years of experience or more may range from \$375 - \$450 per hour. <sup>1</sup>

### 2. BILLING PRACTICE

Lozano Smith will provide a monthly, itemized Statement for services rendered. Time billed is broken into 1/10 (.10) hour increments, allowing for maximum efficiency in the use of attorney time. Invoices will clearly indicate the department or individuals for whom services were rendered.

Written responses to audit letter inquiries will be charged to Client on an hourly basis, with the minimum charge for such responses equaling .5 hours. Travel time shall be prorated if the assigned attorney travels for two or more clients on the same trip.

### 3. COSTS AND EXPENSES

In-office copying/electronic communication printing	\$ 0.25 per page
Facsimile	\$ 0.25 per page
Postage	Actual Usage
Mileage	IRS Standard Rate

Other costs, such as messenger, meals, and lodging shall be charged on an actual and necessary basis.

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<sup>1</sup> Sale or Lease of Real Property Work:

Partner / Senior Counsel / Of Counsel	\$ 400 per hour
Associate	\$ 375 per hour
Paralegal / Law Clerk	\$ 200 per hour

- ☒ 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:** Revision to the Salary Schedule for the position of Adult School Program Coordinator

**DATE:** March 16, 2023

**PERSON(S) RESPONSIBLE:** Billie Mankey, Director II Human Resource and Barbara Martinez, Principal Pacific Grove Adult School, Director of Safety

**RECOMMENDATION:**

The District Administration recommends the Board review and approve the proposed increase to the salary range for Adult School Program Coordinator, funded through the Adult School consortium allocation, and/or provide recommended feedback and direction.

**BACKGROUND:**

Duties of the Adult School Program Coordinator are unique and include specifics to work in program monitoring of state and federal programs. Fiscal accountability and program monitoring are paramount to the success and fiscal solvency of the Adult School. In addition, the Adult School Program Coordinator supervises evening classes and coordinates the Adult School Community Education programs.

**INFORMATION:**

As positions become vacant we conduct a review of the duties and salary for the position prior to recruitment. After a review of Adult School Program Coordinator positions and similar positions across the state, it became clear that to best recruit and retain employees in the Adult School Program Coordinator position that the salary for this position would need to be increased.

**FISCAL IMPACT:**

This full-time administrative position is fully funded through the Adult School consortium allocation.

Current classified management salary schedule for Adult School Program Coordinator

Work Year/Days	1	2	3	4	5	6	7	8
220	81,249	82,062	82,882	83,710	84,546	85,391	86,245	87,108

Proposed classified management salary schedule Adult School Program Coordinator

Work Year/Days	1	2	3	4	5	6	7	8
220	95,441	99,595	103,749	107,904	112,057	116,211	120,365	124,520



- ☒ 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

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**SUBJECT:** First and/or Final Reading of New Regulation 1250.3 Areas Open to Visitors/Guests

**DATE:** March 16, 2023

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

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**RECOMMENDATION:**

The District Administration recommends that the Board review and approve the new Regulation 1250.3 Areas Open to Visitors/Guests, as recommended by the Monterey County Office of Education.

**INFORMATION:**

The new Regulation template was provided by the Monterey County Office of Education and updated to align with the District Office.

**Regulation 1250.3: Areas Open to Visitors/Guests**

**Status: DRAFT**

**Original Adopted Date:** Pending

**AREAS OPEN TO VISITORS/GUESTS**

At the District Office of Pacific Grove Unified School District, the Superintendent or designee shall post a notice describing visitor registration requirements, business hours during which registration is required, and the registration location. The posting shall further designate what areas are generally open to the public without registration and without the requirement that the visitor be accompanied by a staff member. The Superintendent or designee will also require visitors to wear identification provided by the District Office confirming that the visitor(s) has registered in accordance with the protocols described in this Administrative Regulation.

Areas open to the general public at the District Office shall consist of the main lobby/reception area, main hallway, and restrooms that can be accessed directly from such hallways and reception area (see attached map).

In order to protect the safety of District Office employees and to preserve the confidentiality of information, including but not limited to student and personnel information, the Superintendent or designee may cause barriers to be erected to keep members of the public from areas that are not open to the general public.

Members of the public who access areas designated as not being open to such individuals, and who refuse to leave when asked, or who commit an act likely to interfere with the peaceful conduct of District Office business and activities may be subject to a fine and/or imprisonment, and District Office staff may call for law enforcement intervention. [Penal Code 602(o), 626.7]

Any person who enters areas outside of the common areas where public business is conducted at non-school facilities, including the District Office, and who commits any act likely to interfere with the peaceful conduct of business and activities at that facility may be asked to leave that facility by the Superintendent or designee.

Refusal or failure to leave when asked or returning to the facility without following posted requirements may constitute a misdemeanor and subject the individual to a fine and/or imprisonment. [Penal Code 626.7]

Additionally, refusal to leave areas of non-school facilities, including but not limited to the District Office, that are not open to the general public may constitute a trespass and be referred to law enforcement officials at the discretion of the Superintendent or designee. [Penal Code 626(o)]

The Superintendent or designee shall be responsible for determining what areas constitute common areas and areas not open to the general public.

**Pacific Grove Unified School District (District Office)**  
**435 Hillcrest Avenue, Pacific Grove**

**General Business Hours**

Monday through Friday 8:00 a.m. to 5:00 p.m. on school calendar days. Outside hours exist beyond these hours but verification of availability of District Office staff is required.

**Registration Process**

Sign in at receptionist desk providing:

- Name
- Organization (if applicable)
- Location and/or person visiting

A Visitor/Guest identification will be provided and must be visibly worn at all times while in the District Office.

**Registration Location**

Main Lobby of District Office  
Receptionist Desk

**Areas Open to the General Public**

- Main Lobby
- Main Hallway
- Main Lobby Restrooms

**Policy Reference Disclaimer:**

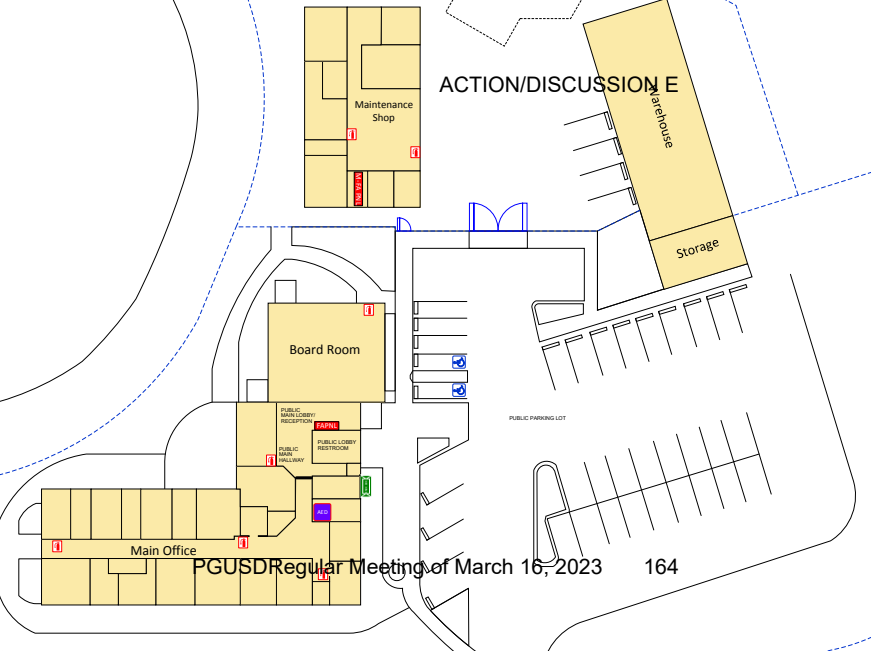
These references are not intended to be part of the policy itself, nor do they indicate the basis or authority for the board to enact this policy. Instead, they are provided as additional resources for those interested in the subject matter of the policy.

**Notice**

Unique Policy

**Description**

This policy is unique to the district/COE and is not connected to an existing CSBA sample policy or included in regular quarterly updates from CSBA.



ACTION/DISCUSSION E

Maintenance Shop

Warehouse

Storage

Board Room

PUBLIC MAIN LOBBY/ RECEPTION

PUBLIC LOBBY RESTROOM

PUBLIC MAIN HALLWAY

Main Office

PGUSD Regular Meeting of March 16, 2023

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

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

**SUBJECT:** Land Acknowledgement

**DATE:** March 16, 2023

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

### **RECOMMENDATION:**

The District Administration recommends that the Board continue the discussion of the approved Land Acknowledgement statement for Pacific Grove Unified School District to honor the indigenous people of the area including the OHLONE, COSTANOAN & ESSELEN Nations.

### **INFORMATION:**

Land acknowledgments are intended to show respect and reverence for indigenous people and to recognize their relationship and tie to the land. This is a practice that indigenous people have done for centuries.

Contemporary land acknowledgments tend to focus on the social and political histories of indigenous people in certain geographical spaces. However, for some indigenous peoples, the land acknowledgment is also a way to honor the Earth itself as a sacred living entity and being.

When viewed through the lens of diversity, equity, and inclusion, land acknowledgments are a very important practice. They educate people about the land and the people who are connected to it.

As mentioned earlier, land acknowledgments can be a short, simple sentence acknowledging the original inhabitants connected to the land. The original inhabitant of the land in and immediately surrounding Pacific Grove were mostly the OHLONE, COSTANOAN & ESSELEN Nations.

On March 2, 2023 the Board voted unanimously to adopt the following statement to acknowledge and honor elders and ancestors in the statement below:

*Good morning/afternoon/evening. As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the Ohlone, Costanoan & Esselen people and additionally pay respect to elders both past and present.*

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

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

**SUBJECT:** Board Calendar/Future Meetings

**DATE:** March 16, 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	<b>Regular Board Meeting</b> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2023-24 ✓ Property Tax Update	District Office/Virtual
Thursday Jan. 19	<b>Regular Board Meeting</b> ✓ CSBA Policy Update ✓ School Accountability Report Cards	District Office/Virtual
Thursday Feb. 2	<b>Regular Board Meeting</b> ✓ Black History Month Resolution ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2022-23 Audit Report ✓ Quarterly Facilities Project Updates*	District Office/Virtual
Thursday Mar. 2	<b>Regular Board Meeting</b> ✓ Women's History Month Resolution ✓ Second Interim	District Office/Virtual
Thursday Mar. 16	<b>Regular Board Meeting</b> ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels	District Office/Virtual
Thursday Apr. 6	<b>Regular Board Meeting</b> ✓ 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	<b>Regular Board Meeting</b> ✓ 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 ✓ CSBA Policy Update	District Office/Virtual
Friday April 28 3:00- 6:00p.m.	<b>SPECIAL Board Meeting</b> ✓ Governance Training with DWK	District Office/Virtual
Thursday May 4	<b>Regular Board Meeting</b> ✓ Continue Superintendent Evaluation ✓ Board Goals for 2023-24	District Office/Virtual
Thursday May 11	<b>SPECIAL Board Meeting</b> ✓ Board self-evaluation	District Office/Virtual

Thursday May 18	<b>Regular Board Meeting</b> ✓ 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	<b>Regular Board Meeting</b> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2023-24 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2023-24	District Office/Virtual

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



## Board Meeting Calendar August-December 2023

Thursday Aug. 3	<b>Regular Board Meeting</b>	District Office/Virtual
Thursday Aug. 17	<b>Regular Board Meeting</b> ✓ Student Enrollment Update ✓ Property Tax Report ✓ Review of Legal Services Costs ✓ Quarterly Facilities Project Updates* ✓ CSBA Policy Update	District Office/Virtual
Thursday Sept. 7	<b>Regular Board Meeting</b> ✓ Quarterly District Safety Update*	District Office/Virtual
Thursday Sept. 21	<b>Regular Board Meeting</b> ✓ Williams Uniform Complaint Report ✓ Unaudited Actual Report	District Office/Virtual
Thursday Oct. 5	<b>Regular Board Meeting</b> ✓ Superintendent Goals ✓ Week of the School Administrator ✓ CAASPP/ELPAC Review of Data ✓ Board Goals check-in	District Office/Virtual
Thursday Oct. 26	<b>Regular Board Meeting</b> ✓ Quarterly District Safety Update* ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CSBA Policy Update	District Office/Virtual
Thursday Nov. 2	<b>Regular Board Meeting</b> ✓ PGHS Course Bulletin Information/Discussion	District Office/Virtual
Thursday Nov. 16	<b>Regular Board Meeting</b> ✓ Intent Form Due (to serve as Board President or Vice President) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates*	District Office/Virtual
Thursday Dec. 14	<b>Organizational Meeting</b> ✓ Election of 2022-23 Board President and Clerk ✓ First Interim Report ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report ✓ Employee Recognition	District Office/Virtual

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

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

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

**SUBJECT:** Summer School Credit Recovery

**DATE:** March 16, 2023

**PERSON(S) RESPONSIBLE:** Larry Haggquist (TOSA), Buck Roggeman (Director of Curriculum and Special Projects)

**RECOMMENDATION:**

The District Administration recommends the Board review the presentation for the purpose of information and discussion. No action recommended.

**BACKGROUND:**

The Summer School Credit Recovery program is a yearly service offered to students in need of credit recovery for four weeks in June. Last year, the program was extended for two weeks until mid-July.

**INFORMATION:**

At a meeting of the PGUSD school board held on May 5<sup>th</sup>, 2022 there was discussion about how to evaluate the effectiveness of summer learning programs. A board member shared an article from the California School Boards Association listing several considerations for school leaders as they planned their summer programs (see [Summer Program Article](#)). Among the considerations listed were the following:

- How to combine academics, enrichment, and physical activity
- How to create measures to evaluate progress
- How to leverage resources from the community
- How to involve teachers in the design and implementation of the evaluation program
- How to celebrate “success stories”
- How to ensure that students and staff are “summer ready”

These considerations were kept in mind during the planning of the PGUSD summer program and throughout the entirety of the summer sessions. This presentation will outline the ways in which the above considerations were addressed in the Summer School Credit Recovery program.

**FISCAL IMPACT:**

Item/Description	Cost
5 teachers at the hourly instructional rate	\$29,594
1 administrator as the summer school	\$6,000
<b>TOTAL</b>	<b>\$35, 594</b>

## **Summer School 2022 Intervention Report**

At a meeting of the PGUSD school board held on May 5<sup>th</sup>, 2022 there was discussion about how to evaluate the effectiveness of summer learning programs. A board member shared an article from the California School Boards Association listing several considerations for school leaders as they planned their summer programs (see [Summer Program Article](#)). Among the considerations listed were the following:

- How to combine academics, enrichment, and physical activity
- How to create measures to evaluate progress
- How to leverage resources from the community
- How to involve teachers in the design and implementation of the evaluation program
- How to celebrate “success stories”
- How to ensure that students and staff are “summer ready”

These considerations were kept in mind during the planning of the PGUSD summer program and throughout the entirety of the summer sessions. Below is a follow-up evaluation of the summer program.

### **Combining Academics, Enrichment, and Physical Activity**

During a one-day summer school preparatory meeting that was held on Friday, June 3<sup>rd</sup> summer school teachers were instructed to prioritize community building, social emotional curriculum, and student mental health in their classes. Teachers were made aware that the summer school students were some of the most vulnerable and least resilient students at PGHS and PGMS and therefore would need heavy support to complete courses they had previously failed. Having them log-on to their credit recovery programs and simply “get to work” would likely not motivate them to confront their academic workload. For this reason, teachers agreed to

begin every class with activities that were designed to increase students' sense of belongingness and self-esteem. Physical movement between groups was also a consideration in the class activities. Each teacher would permit the students to have breaks and to go outside upon request, so long as they were showing sufficient progress on their coursework.

Fridays served as a day of celebration for the summer school students. They were given an extra-long lunch and the staff created a celebratory atmosphere by BBQing, serving up cups of ice cream, playing music, and enjoying social time together with the students in Pride Place.

### **Evaluating Progress**

Prior to the start of summer school, outcomes from last year's (2021-22) program were analyzed to determine goals for this year. Last year, 21 of 49 (42.9%) students completed an Edmentum course for 1 semester of credit recovery and 2 students completed a second course. In an attempt to improve these outcomes (to increase the completion rate) an in-person summer school was designed, which required the hiring of 5 new summer school teachers. The additional cost to the district for these teachers was \$29,594.57 (see Tables 1 and 2).

Table 1  
*Hourly Instructional Rate Plus Benefits*

Salary	\$51.30`	\$51.30
STRS	25.37%	\$13.01
Medicare	1.45%	\$0.74
UI	0.50%	\$0.26
Workers Comp	2.18%	\$1.12
<b>TOTAL</b>		<b>\$66.43</b>

Table 2  
*Teacher Costs*

<b>Staffing</b>	<b>District Cost</b>	<b>Hours/Day</b>	<b>Total Days</b>	<b>Total</b>
Teacher 1	\$66.43	4.5	18	\$5,380.83
Teacher 2	\$66.43	4.5	18	\$5,380.83
Teacher 3	\$66.43	4.5	18	\$5,380.83
Teacher 4	\$66.43	4.5	18	\$5,380.80
Teacher 5	\$66.43	4.5	27	\$8,071.25
				<b>\$29,594.57</b>

*Note: An additional 9 days of Summer School was added for teacher 5*

The effort to improve summer school outcomes yielded positive results. 44 of 55 (80%) students passed at least one credit recovery course and 17 students completed a second course. The percentage of improvement for single course completion was 90.5%. The percentage of improvement for two-course completions was 675% (see Table 3).

Table 3  
*Year-to-Year Outcomes Comparison*

<b>Summer School Year</b>	<b>Total Enrolled</b>	<b>Single Course Completions</b>	<b>% Single Course Completions</b>	<b>Two Course Completions</b>
2021	49	21	42.9%	2
2022	55	44	80%	17

### **Leveraging Community Resources**

In an attempt to create a joyful learning environment for the summer school students, various community partners came together to provide support. At a school board meeting on June 2<sup>nd</sup>, the board approved a release of funds to continue the free lunch program for summer school students. Additionally, parent volunteers and funding from the PTA helped to make the Friday barbeque days possible. These contributions along with a healthy flow of baked goods from a few parents helped to make the summer school credit recovery experience more dynamic and fun for the staff and students.

### **Involving Teachers in the Design and Implementation of the Evaluation Program**

The summer school teachers met with the summer school principal for 30 minutes every morning prior to the start of school. The purpose of these meetings was to discuss student progress and to share ideas on how to best support individual students. Teachers were instrumental in communicating with Edmentum staff, finding ways to modify the curriculum, and helping move students toward the goal of course completion. The idea of incentivizing students with cups of ice cream for completing a course was teacher inspired. Weekly progress monitoring through a shared Google Form was another part of the evaluation process that enhanced through teacher input.

### **Celebrating Success Stories**

During the morning meeting, an agenda item that was constantly present was a discussion of “daily wins.” Although the challenges often outnumbered the successes, the sharing of these small triumphs helped serve as motivation. The sharing of success stories was also a regular part of the routine for each classroom. A cup of ice cream, a congratulatory exit meeting with the principal, and peer recognition were all part of our celebration ritual.

### **Ensuring that Students and Staff were “Summer Ready”**

There was much apprehension prior to the start of the summer program. Intervention counselors at both sites monitored student grades throughout the second semester to help determine which students would need credit recovery and what the summer school staffing needs might be. In person communications with students and phone calls with parents helped to get the word out about the summer program. It was especially important to communicate the urgency of credit recovery to senior students and their families, as failure to recover credits could threaten graduation.

The Edmentum program presented another “summer ready” challenge. The program requires significant front-end work, as would any program of its kind. Demographic information for each student needs to be loaded into the system, course requests must be submitted and approved, and teachers need to be assigned. Once these things happen, teachers must be trained on how to run their classes on Edmentum. To this end, a staff training was held on Friday, June 3<sup>rd</sup>. Edmentum representatives presented and fielded questions for approximately one hour. Three remaining hours of professional development time was used to familiarize staff with their students and classrooms and to lay out the framework for the evaluation plan.

### **Summary**

Although course completions provide a good data point by which to measure the success of the summer program, they do not sufficiently capture the true goal of the program—which was to make a lasting impact in the lives of the students. More important than their Edmentum completions were the countless moments of learning and friendship that occurred along the way. Please enjoy this brief video that aims to showcase some of the memories our team created along this short journey: [Summer School 2022 Video](#)

# Summer School 2022 Board Presentation

March 16th, 2023



# Looking Back (WHY?)

## May 5th, 2022, Board Meeting

- Combine academics, enrichment, and physical activity
- Create measures to evaluate progress
- Leverage resources from the community
- Involve teachers in the design and implementation of the evaluation program
- Celebrate “success stories”
- Ensure that students and staff are “summer ready”

## September 1st, 2022, Board Meeting

- [Outcomes Presentation](#)

# Our Process: The Credit Recovery Program (How?)

## Goals:

- Prioritize community building (“relationship before task”)
- Monitor progress daily
- Celebrate successes
- Work as a team

# ...The How Continued

INFORMATION/DISCUSSION A

## Summer School Teachers

Pam Gaul

Sunny Lee

Preston Lujan

Natalie Montgomery

Jessica Morris

Jack Riley

# VIDEO RECAP

INFORMATION/DISCUSSION A

[Link to Video](#)

# Outcomes (What?)

- 44/55 (80%) single course completions
- 17 two course completions

Table 3

*Year-to-Year Outcomes Comparison*

<b>Summer School Year</b>	<b>Total Enrolled</b>	<b>Single Course Completions</b>	<b>% Single Course Completions</b>	<b>Two Course Completions</b>
2021	49	21	42.9%	2
2022	55	44	80%	17

# Questions?

- ☐ 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:** Governance: Board Meeting Efficiency

**DATE:** March 16, 2023

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

**RECOMMENDATION:**

It is recommended that the Board discuss Board meeting efficiency as part of the regular meeting process.

**INFORMATION:**

Discussion topics include the following:

- Agenda setting meeting- process and participants
- Purpose of consent agenda
- Submitting Future Agenda Items
- Order of Board member comments
- Length of staff presentations
- Submitting advance packet questions
- Rewatching Board meetings with growth mindset
- How can we do better?

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

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

**SUBJECT:** Future Agenda Items

**DATE:** March 16, 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 March 16, 2023 Regular Board Meeting:

- Added May 19, 2022: Teacher of the Year Recognition (TBA)
- Added February 2, 2023: CSBA Policy Update (April 6, 2023)
- Added February 10, 2023: PE Program Presentation (April 6, 2023)
- Added March 2, 2023: Board Policy to establish sports teams (April 6, 2023)



Timestamp	Please input the item title/details you are requesting to be agenized.
3/3/2023 7:20:49	<p>1st: I would like to suggest we add a period after People as follows: "People. Let us take a moment of silence to pay respect to their Elders and to all Ohlone, Costanoan &amp; Esselen people past and present." I also would like to suggest we read this statement at the start of the meeting even if before closed session based on my understanding of the importance of opening the meeting with this acknowledgement before we start our business on the land.</p> <p>I also agreed with the comment that I would also like to see our statement on the webpage as well.</p> <p>I of course look forward to hearing from Superintendent Porras on this and am happy to modify as needed.</p> <p>2nd: I would like the board to consider an equity assessment or at least ask the district for any equity assessments that may have been done in the past. Essentially, we bring up differences between FG and RD often and I think it would benefit the board as a whole to address this issue as a more formal item rather than multiple times these items come up.</p>
3/3/2023 12:57:54	<p>Requesting a policy discussion (or review of any current policy) related to adding a sport or teams within a sport to PGUSD programming. Item would include any policies existing related to this. If we do not have any policy on this, packet would include ed code related to adding sports team to district programming.</p>
3/3/2023 13:32:29	<p>Info/Discussion Item re: Governance: Board Meeting Efficiency - agenda setting meeting - process and participants, purpose of consent agenda, submitting future board meeting requests, order of board member comments, length of staff presentations, submitting advance packet questions, rewatching board meetings to listen to ourselves with growth mindset - how can we do better?</p>

3/9/2023 11:24:59	Facilitator for Superintendent Evaluation - We have three new board members who have never been through the evaluation process before and it would be valuable (and likely more efficient) to have a trained, professional facilitator lead us through the evaluation process to give Dr. Porras a meaningful and thorough review.
3/9/2023 11:28:53	LCAP update -- I would like an update on the status of our LCAP meetings and community outreach. What are our measurable goals? Who are we bringing in? What meetings have been held? How much input have we received? The LCAP is such an important document that should be driving where we put our resources and I want to see we are doing our due diligence to reach people -- students, non English speakers, single parents without child care. I would like to see a status update.