

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, NOVEMBER 2, 2023**

Mission Statement

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

DATE: November 2, 2023

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

Trustees
Carolyn Swanson, President
Jennifer McNary, Clerk
Dr. Elliott Hazen
Laura Ottmar
Brian Swanson

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

Dayci Dishny/Dario Dimaggio, Student Representatives

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/82709386904?pwd=a0FkWXRUy1RFYkVaMHVGZ1UvM0FMZz09>

Meeting ID: 827 0938 6904

Passcode: 642544

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

Find your local number: <https://pgusd.zoom.us/j/82709386904?pwd=a0FkWXRUy1RFYkVaMHVGZ1UvM0FMZz09>

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement

Good 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.

C. Roll Call

D. Adoption of Agenda

- Public Comment:
- Move: _____ Second: _____ Vote: _____

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: THURSDAY, NOVEMBER 2, 2023**

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 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Conference With Labor Negotiators
Agency Negotiators: Board President, Board Clerk, and Legal Counsel
Unrepresented Person: Superintendent Finalist
Government Code section 54954.5 Subdivision (e)

B. Public comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report action taken in Closed Session:

1. Negotiations - Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and Joshua Jorn for the purpose of giving direction and updates.
2. Negotiations - Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Claudia Arellano and Joshua Jorn for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Complaint (1 case) [Government Code § 54957]
4. Conference With Labor Negotiators
Agency Negotiators: Board President, Board Clerk, and Legal Counsel
Unrepresented Person: Superintendent Finalist
Government Code section 54954.5 Subdivision (e)

B. Pledge of Allegiance

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
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IV. COMMUNICATIONS

- A. Written Communication
- B. Board Member Comments
- C. Interim 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)

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 October 25, 2023 Special Board Meeting 6
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- B. Cash Receipts #7 8
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts #7.
- C. Acceptance of Donations 10
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and accept the donations.
- D. Quarterly Report on Williams Uniform Complaints 11
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review and approve the information in this quarterly report, per Ed. Code. 35186 (d).
- E. Contract for Services with Herff Jones for Pacific Grove Middle School 13
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Herff Jones for yearbook printing for Pacific Grove Middle School.

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- F. Contract for Services with Santa Cruz Office of Education for Pacific Grove Middle School 19
Recommendation: (Sean Roach, Pacific Grove Middle School Principal) The District Administration recommends the Board review and approve the contract for services with Santa Cruz Office of Education for the Pacific Grove Middle School 6th grade Outdoor Science School.

- Public Comment:
- Move: _____ Second: _____ Vote: _____

VII. ACTION/DISCUSSION

- A. Verbal Summary of the Financial Terms of the Superintendent's Employment Agreement
(Carolyn Swanson, Board President)

- Public Comment:

- B. Consider approval of the Employment Agreement with Dr. Linda Adamson to serve as the District's Superintendent 24
Recommendation: (Carolyn Swanson, Board President) It is recommended that the Board of Education approve the Superintendent's Employment Agreement.

- Public Comment:
- Move: _____ Second: _____ Vote: _____

VIII. RECEPTION

The Board will take a short recess to congratulate Dr. Linda Adamson.

IX. ACTION/DISCUSSION continued

- C. Complaint Concerning Instructional Materials Appeal 41
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board hear and deny the appeal to the complaint concerning instructional materials.

- Public Comment:
- Move: _____ Second: _____ Vote: _____

- D. Board Calendar/Future Meetings 43
Recommendation: (Joshua Jorn, Interim 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.

- Public Comment:
- Move: _____ Second: _____ Vote: _____

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X. INFORMATION/DISCUSSION

- A. Nutrition Services Program Update 48
Recommendation: (Robert Silveria; Director of School Nutrition) The District Administration recommends that the Board receive the updates to the Nutrition Services Program.
- Public Comment:
 - Direction: _____
- B. 2023-2024 Strategic Plan Implementation Update 54
Recommendation: (Joshua Jorn, Interim Superintendent) The District Administration recommends that the Board review the attached information related to the 2023-24 Strategic Plan Implementation.
- Public Comment:
 - Direction: _____
- C. 2023 State Testing Results 71
Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends the Board receive the following information about the 2023 state testing results for Pacific Grove Unified School District.
- Public Comment:
 - Direction: _____
- D. Future Agenda Items 100
Recommendation: (Joshua Jorn, Interim 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 April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
 - Added May 4, 2023: Equine Healing Collaborative (November 16, 2023)
 - Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
 - Added August 3, 2023: Human Resources Organizational Review Plan (January 2023)
 - Added September 7, 2023: Board Cultural Proficiency Training
 - Added September 21, 2023: Board self-evaluation
 - Added September 21, 2023: Common school year calendar with surrounding Districts
 - Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
 - Added September 21, 2023: Staff support for combating incidents of racism (Ongoing)
 - Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)
 - Added September 28, 2023: Board Governance
 - Added October 5, 2023: Racism zero tolerance policy
 - Public Comment:
 - Direction: _____

XI. ADJOURNMENT

Next regular Board meeting will be held on Thursday, November 16, 2023

PACIFIC GROVE UNIFIED SCHOOL DISTRICT BOARD OF EDUCATION
Minutes of Special Meeting of October 25, 2023 – Robert Down Elementary School

I. OPENED BUSINESS

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

B. Land Acknowledgement

Good 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.

C. Roll Call

Trustee(s) Present: President Carolyn Swanson (CS)
 Clerk Jennifer McNary (JM)
 Dr. Elliott Hazen (EH)
 Trustee Laura Ottmar (LO)
 Trustee Brian Swanson (BS)- *arrived after adoption of agenda*

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

Trustee(s) Absent: N/A

Board Recorder: Mandi Ackerman

D. Adopted Agenda

Public Comment:

None

MOTION LO/EH to adopt agenda as presented

Motion CARRIED by vote 4 – 0

II. INFORMATION/DISCUSSION

A. Introduction and Discussion with Superintendent Finalist

President Swanson introduced the Board, extended thanks to various employees, groups, community, and introduced Dr. Linda Adamson.

Dr. Linda Adamson introduced herself to the community and Board.

B. Reception 5:54 p.m.

The Board held a reception for members of the in-person public to meet Dr. Adamson.

III. RECONVENED 6:52 p.m.

A. The Board meeting reconvened.

Public Comment:

Fred Jealous advocated for joint meetings with the City council and School Board and student representatives; encouraged Dr. Adamson to attend council, committee and District meetings.

Robert Down Elementary School Teacher Ms. Perkins welcomed Dr. Adamson.

IV. **ADJOURNED**

6:58 p.m.

Approved and submitted:

Interim Superintendent Joshua Jorn
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: Cash Receipts Report #7

DATE: November 2, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #6.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of from October 11, 2023 to October 24, 2023.

INFORMATION:

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

PGUSD
2023-24 BOARD REPORT #7 Cash Receipts

October 11, 2023 - October 24, 2023

Date	Num	Name	Account	Amount
Oct 11 - 24, 23				
10/12/2023	22014	STATE OF CALIFORNIA	CAFETERIA	26,883.64
10/12/2023	22015	RETIREE INSURANCE	RETIREE INSURANCE	191.00
10/12/2023	22016	MONTEREY BAY CHARTER SCHOOL	RENT	21,790.79
10/12/2023	22017	CA Dept. Social Services	CHILD DEV	550.00
10/13/2023	22018	ASE - After School Enrichment	Class Fees	130.00
10/24/2023	22019	CAFETERIA	REBATE	62.24
10/24/2023	22020	PG PRIDE	WALK WITH PRIDE	26,552.00
10/24/2023	22021	PG PRIDE	GRANTS	2,779.20
10/24/2023	22022	BASRP-FG	BASRP	6.00
10/24/2023	22023	BASRP-RD	BASRP	1,012.00
10/24/2023	22024	Robert Down Elementary	Birthday Books	120.00
10/24/2023	22025	STATE OF CALIFORNIA	MEDI-CAL	162.14
10/24/2023	22026	STATE OF CALIFORNIA	MEDI-CAL	733.23
10/24/2023	22027	RETIREE INSURANCE	RETIREE INSURANCE	111.00
10/24/2023	22028	Intercare Holding Insurance	WORKERSCOMP	1,733.02
10/24/2023	22029	Intercare Holding Insurance	WORKERSCOMP	217.59
10/24/2023	22030	Intercare Holding Insurance	WORKERSCOMP	86.22
10/24/2023	22031	Intercare Holding Insurance	WORKERSCOMP	1,733.02
10/24/2023	22032	American Fidelity	REFUND	43.32
10/24/2023	22033	KEENAN AND ASSOC	INSURANCE CLAIM	87,200.92
Oct 11 - 24, 23				172,097.33

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

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

SUBJECT: Acceptance of Donations

DATE: November 2, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and accept the donations referenced below.

INFORMATION:

During the past months the following donations were received:

Forest Grove Elementary School

None

Robert H. Down Elementary School

None

Pacific Grove Middle School

None

Pacific Grove High School

None

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

Hana Gardens

Plants (Facilities Dept. to use at various sites)

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

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

SUBJECT: Quarterly Report on Williams Uniform Complaints

DATE: November 2, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

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 first quarter of the 2023-24 academic year, there was one filed complaint against any of the criteria.

FISCAL IMPACT:

None.

Academic School Year 2023-2024

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)

<input checked="" type="checkbox"/> October 2023	<input type="checkbox"/> April 2024
<input type="checkbox"/> January 2024	<input type="checkbox"/> July 2024

Date for information to be reported publicly at governing board meeting: 11/01/23

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	1	1	
Teacher Vacancy or Misassignments			
Facilities Conditions			
TOTALS	1	1	0

Joshua Jorn

Print Name of Interim Superintendent

Signature of District Superintendent

11/01/23

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 Herff Jones for Pacific Grove Middle School

DATE: November 2, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Herff Jones for yearbook printing for Pacific Grove Middle School.

BACKGROUND:

The yearbook is an annual book produced by students and a faculty advisor.

INFORMATION:

The yearbook is an integral part of the student experience and the students who help to create the yearbook learn valuable computer, photography and social skills. The process takes the full school year and will be completed late May when yearbooks are delivered to PGMS.

FISCAL IMPACT:

Students and families can purchase a yearbook at their own discretion.

PACIFIC GROVE UNIFIED SCHOOL DISTRICT INDEPENDENT CONSULTANT AGREEMENT

CONSULTANT Herff Jones

SITE/DEPARTMENT Pacific Grove Middle School

SUBMITTED BY Sean Roach

FUNDING SOURCE ASB

AGREEMENT TOTAL AMOUNT \$ 11,105.00

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 Herff Jones ("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 Yearbook printing company. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Yearbook creation and printing.
2. **Term.** Consultant shall commence providing services under this Agreement on 10/24/2023, and will diligently perform as required and complete performance by 5/11/2024
3. **Compensation.** District agrees to pay \$11,115.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed [Abstract] 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: Herff Jones
Address: 1975 Hamilton Ave Ste 11
City/State/Zip: San Jose, CA 95125
Business Phone: 408-857-0709
Email (Optional): eadriks@herffjones.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:
 - xDOJ 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: Sean Roach

Title: 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

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

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

SUBJECT: Contract for Services with Santa Cruz Office of Education for Pacific Grove Middle School

DATE: November 2, 2023

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with Santa Cruz Office of Education for the Pacific Grove Middle School 6th grade Outdoor Science School.

BACKGROUND:

This is an annual service for our 6th grade students to attend Camp Koinonia. Our students were not able to go last year due to the hazardous weather. We are hoping that they can make it this year.

INFORMATION:

The Santa Cruz Office of Education holds Camp Koinonia for out 6th grade students the Santa Cruz mountains, 1605 Eureka Canyon Road, Watsonville, CA, every year, starting February 20 through February 23. Our 6th grade students will learn hands on common core aligned science standards, as well as skills in collaboration, compromise and cooperation.

FISCAL IMPACT:

The families pay the fee. If they are not able to afford it, we receive donations from various entities.

SANTA CRUZ COUNTY OFFICE OF EDUCATION

Dr. Faris Sabbah, Superintendent
400 Encinal St. Santa Cruz, CA 95060

AGREEMENT

SANTA CRUZ COUNTY OUTDOOR SCIENCE SCHOOL

This agreement is entered into this 14th day of August by and between the office of Santa Cruz County Superintendent of Schools, hereafter called "Superintendent" and Pacific Grove Unified School District in Monterey County, hereinafter called "District."

WHEREAS, section 8700-8707, 8760-8764, 8767-8769, 1700, 1703, 35160-35160.2, 35330 and 35335 of the Education Code of the State of California authorizes the County Superintendent of Schools to contract with school district to provide programs and classes in outdoor science and conservation education to pupils in the district; and

WHEREAS, said Education Codes further authorize school district to participate in such program provided under contract with the County Superintendent of Schools upon payment by the district of the actual cost of providing such programs or classes;

NOW, THEREFORE, pursuant to such authority and in consideration of the mutual premises herein contained, the parties hereto agree as follow:

1. Superintendent agrees to conduct a program of outdoor science and conservation education during the school year 2023-2024
2. a. District agrees to participate with a minimum of 145 students of its fifth or sixth grade classes in said program during the Fall and/or Spring of the 2023-2024 school year and further agrees to pay the amount due according to the attached fee schedule. Payment is expected within 30 days of participation unless a prior arrangement has been made. A Purchase Order number, or other appropriate authorization from the district, is to be attached to the signed acceptance form.
- b. District agrees to have at least one ***District-certificated teacher*** per thirty (35) students in attendance at the Outdoor Science School.
- c. District also agrees to pay \$35.00 for each teacher participating in the pre-session Classroom Teacher In-service.
- d. If a student is unable to complete the program in which s/he is participating after arrival at the Outdoor Science School for any reason other than injury, illness, or family emergency, his/her absence shall not reduce the fee.
3. The District recognizes this activity is a school sponsored field trip and as such, agrees to provide transportation to and from the Outdoor Science School for all students, teachers and other personnel from that district participating in the program pursuant to this agreement, including accepting responsibility for transportation of students needing medical treatment due to injury and students who have been suspended from the Outdoor Science School program for infraction of the ground rules.
4. The District agrees to share responsibility for the recruiting of the volunteer high school students that aid in the supervision of the visiting students. If the District recruits individuals 18 or older, the District shall submit an affidavit confirming a current Live Scan Fingerprint clearance 30 days in advance of participation for said adult volunteer.

5. The District shall give Superintendent at least thirty (30) days written notice if, for any reason, the guaranteed number of students will not attend. If, for any reason, more than 10% of the guaranteed number of students do not attend as agreed, and the written notification requirement, as indicated above, has not been met, the District will be held liable and will be billed for those program costs for each non-attending student. If the District does follow the written notification requirement, the District will be exonerated from liability under this agreement to the extent it cannot fulfill the guaranteed number of students.
6. District agrees that students and adult personnel will adhere to the Outdoor Science School Program Rules. If an infraction occurs, the Superintendent reserves the right to exclude offender from the program.
7. Superintendent agrees to indemnify and save District harmless from and against any and all claims arising from any act, omission, or negligence of Superintendent or its contractions, licensees, agents, servants, or employees or arising from any accident, injury, or damage whatsoever caused to any person or property arising out of or in any way connected with the program of outdoor science and conservation education being offered by Superintendent, excluding claims arising from loss or injury due to any act, omission, or negligence of District with respect to matters for which District is responsible. District, in turn, agrees to indemnify and save superintendent harmless from and against any and all claims arising from any act, omission, or negligence of District from an accident, injury, or damage whatsoever caused to any person or property arising out of or in connection with providing transportation to participants to and from the Outdoor Science School.
8. It is understood and agreed to by the parties hereto that Superintendent will exercise general supervision of the program and will employ the necessary personnel for that purpose.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures on the date above written



Santa Cruz Superintendent of Schools (or Designee)

School District: Pacific Grove Unified School District of Monterey County

Signature

Title

Date

Attachments: Statement of Policy
 Attendance Dates
 Tuition Schedules

SANTA CRUZ COUNTY OFFICE OF EDUCATION

Dr. Faris Sabbah, Superintendent
400 Encinal St. Santa Cruz, CA 95060

SANTA CRUZ COUNTY RESIDENT OUTDOOR SCIENCE SCHOOL

STATEMENT OF POLICY

This is to advise you that our school district's children participate in the Santa Cruz County Office of Education Program on a tuition basis with the variable fees ranging from zero to \$ 463.00, depending on the number of days attending and the school's location (in or out of-county). No separate charge is made for meals served. While participating in the program, all children are served the same food regardless of the tuition paid, with no segregation or discrimination being made because of race, creed, sex, or national origin. All children are treated equally under our policy of operation, regardless of parents' ability to pay.

Name of District _____

Authorized Signature _____

Date _____

SANTA CRUZ COUNTY OFFICE OF EDUCATION
400 Encinal St. Santa Cruz, CA 95060
OUTDOOR EDUCATION PROGRAM

2023-2024
SANTA CRUZ COUNTY OUTDOOR SCHOOL
NUMBER OF STUDENTS AND
ATTENDANCE DATE ACCEPTANCE FORM

District: Pacific Grove Unified School District

<u>School(s)</u>	<u>#of days</u>	<u>#of students</u>	<u>#of teachers</u>	<u>Date of attendance</u>
PG Middle School	4	145	5	Feb. 20th - 23rd, 2024

NOTE: For your information- this information has been sent to site principals.
Please check the number of students attending and the date of attendance listed above to be sure they are acceptable to all concerned. Dates are subject to change in conversation with the attending school. Every attempt has been made to give each school one of its priority choices.

<p><i>IMPORTANT: If there is ANY change in the number of students attending, contact Heather MacDougall Molloy as soon as possible.</i></p>
--

☒ 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: Consider Approval Of The Employment Agreement With Dr. Linda Adamson To Serve As The District's Superintendent

DATE: November 2, 2023

PERSON(S) RESPONSIBLE: Carolyn Swanson, Board President

RECOMMENDATION:

It is recommended that the Board of Education approve the Superintendent's Employment Agreement.

BACKGROUND:

The District Superintendent is employed by the Governing Board under the terms of an employment agreement. This contract governs the term of her employment and compensation by the District.

INFORMATION:

The Board, on an annual basis, reviews the Superintendent's contract and compensation. The proposed contract employs Dr. Linda Adamson as the Superintendent of the District for a term beginning on November 3, 2023 through June 30, 2026.

FISCAL IMPACT:

\$255,000 budgeted

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

SUPERINTENDENT EMPLOYMENT AGREEMENT

This Employment Agreement ("Agreement") is made and entered into by the Governing Board of the Pacific Grove Unified School District ("District" or "Board") and Dr. Linda Adamson ("Superintendent").

1. **Term.** The District hereby employs Superintendent for a period beginning on November 3, 2023, and terminating on June 30, 2026, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Base Salary.** The Superintendent shall be paid a base salary of Two Hundred Fifty-five Thousand Dollars (\$255,000) for two hundred twenty-five (225) days of service per year which shall be prorated for the 2023-2024 school year. The Superintendent shall not be compensated for days worked in excess of two hundred twenty-five (225) days of service each year exclusive of Saturdays, Sundays and after hours worked subject to approval by the Board. If it is necessary to determine the Superintendent's daily rate-of-pay (per diem), the Parties agree that the Superintendent's annual base salary shall be divided by two hundred twenty-five (225). In the event that the Superintendent works more than two hundred twenty-five (225), she shall be paid a per diem for the additional days up to a maximum of ten (10) days subject to Board approval prior to the end of the school year.

b. **Merit Based COLA Increase.** If the Superintendent receives an overall satisfactory evaluation in the prior year, the Board may grant a salary increase for the following school year. Any salary increase shall be approved by the Board each year in open session at a regularly called Board meeting.

c. **Salary Increases by Mutual Consent.** The Board reserves the right to increase the Superintendent's salary for any year of this Agreement with the mutual written consent of the Superintendent and the Board.

d. **Salary Payment Process.** The Superintendent's salary shall be payable in twelve (12) approximately equal monthly payments, less all applicable deductions and withholdings required by law or authorized by the Superintendent. An increase in salary shall not extend the term of this Agreement.

e. Effective Date. Salary increases shall be effective on any date ordered by the Board in accordance with Education Code section 35032.

3. **Additional Benefits.**

a. Health Insurance Benefits. The Superintendent shall receive the same health, dental, vision and other fringe benefits in the same manner and subject to the same limitations as other District management employees as those benefits may change from time-to-time.

b. Life Insurance. During the term of her employment the District will provide the Superintendent with a term life insurance policy in the amount payable to her beneficiaries in the same manner as provided to other certificated management employees of the District.

c. Automobile. The Superintendent shall be eligible for mileage reimbursement for work-related travel outside the boundaries of Monterey County. Superintendent shall not be entitled to reimbursement for travel to and from her residence.

d. Professional Dues. The District agrees to pay the Superintendent's dues for membership in the Association of California Administrators (ACSA), Association for Supervision and Curriculum Development (ASCD), and the California Association of Latino School Administrators (CALSA) during her employment with the District. The Superintendent may recommend to the Board membership in other professional organizations (including but not limited to local organizations).

e. Sick Leave. The Superintendent shall earn and accrue twelve (12) days of sick leave with pay for each full year of service rendered during the term of this Agreement. The Superintendent may accumulate unused sick leave without limitation. In no event shall the District make a cash payment to the Superintendent for accumulated and unused sick leave.

f. Holidays. The Superintendent shall receive all holidays granted to the District's certificated administrative employees.

g. Expense Reimbursement. The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of her employment, so long as such expenses are incurred by prior approval of the Board, are consistent with this Agreement and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations and shall provide the Board with copies of the Superintendent's monthly expense reports. The Superintendent's expense claims

shall be supported by appropriate documentation prior to reimbursement.

h. Tax Deferred Plans. The District agrees to provide the Superintendent with the ability to use an IRS Section 403b or similar tax deferred plan, an IRS Section 125 Cafeteria Plan, and other plans which are made available to other District employees. All employee and employer contributions to such plans shall conform to all requirements of state and federal law.

i. Professional Development. The District and the Superintendent shall agree upon a professional development plan to include a mentoring and coaching component. The District shall allocate up to Seven Thousand Five Hundred Dollars (\$7,500.00) in each of the first two (2) school years of employment which may be used by the Superintendent through June 30, 2025 for the Superintendent to obtain and utilize the services of a professional coach/mentor.

j. Technology and Devices. The Board shall provide to the Superintendent, at District expense, a cell phone and a laptop computer and/or tablet, hereinafter "Technology Devices." The District shall pay any costs and expenses associated with owning, licensing, operating, and maintaining such Technology Devices. This does not include costs associated with maintaining home internet access. All Technology Devices so provided are the property of the District and the District shall have the right to control the access to, and use, of Technology Devices through its Board policies, including but not limited to its technology use policies, personnel policies, and its risk management policies. All District-provided Technology Devices are provided to facilitate the performance of the Superintendent's duties and obligations as an employee of the District. The Superintendent may use District-provided Technology for personal use within reasonable limits and in a manner consistent with Board policies, including but not limited to personnel policies and risk management policies. The Superintendent shall not use any Technology Devices in any manner that is inconsistent with such policies.

4. Superintendent's Duties.

a. General Duties. The Superintendent is employed as District Superintendent and shall perform the duties of District Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy, and the Superintendent's job description. The Superintendent shall be chief executive officer and secretary of the Board. The Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education

Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Superintendent may use the resources of other staff to carry out these duties.

b. Personnel Matters. The Superintendent shall have primary responsibility for all personnel matters including selection, assignment, discipline, and dismissal of employees, subject to the approval of the Board. The Board shall refer all complaints and concerns made to individual members of the Board, or the Board as a body, for review and action by the Superintendent.

c. Administrative Functions. The Superintendent, as the chief executive officer, shall (1) review all policies adopted by the Board and make appropriate recommendations to the Board; (2) periodically evaluate or cause to be evaluated all District employees as provided by California law and Board policy; (3) advise the Board of all possible sources of funds that might be available to implement present or contemplated District programs; (4) assume responsibility for those duties specified in Education Code section 35250; (5) endeavor to maintain and improve her professional competence by all available means, including, but not limited to, subscription to and reading of appropriate periodicals; attendance at State and regional professional conferences and meetings; and membership in appropriate professional associations; (6) establish and maintain positive community, staff and Board relations; (7) serve as the Board's representative with respect to all employer-employee matters and make recommendations to the Board concerning those matters; (8) recommend to the Board, District goals and objectives for the ensuing school year; and (9) unless unavoidably detained, or with prior Board approval to be absent, attend all meetings of the Board with the exception of those closed sessions in which the Board discusses matters related to the Superintendent's employment, and shall serve as an ex officio member on any and all District committees and subcommittees, and shall be entitled to submit recommendations on any items of business considered by the Board or any committee or subcommittee of District.

d. Board-Superintendent Roles. The Board has primary responsibility for formulating District policies and setting District goals. The Superintendent has primary responsibility for implementing District policies and goals. In addition, while the Superintendent shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The Board and the Superintendent agree to collaboratively support and assist one another to fulfill these roles and responsibilities.

e. Board-Superintendent Relations. The Parties acknowledge the importance of creating and projecting to students, staff, parents, and the community a positive and professional image of the Board, the Superintendent and the District. Thus, to avoid damage to the Board's and the Superintendent's image and credibility, and as not to lessen each other's ability to perform effectively, the Parties agree to conduct the business of the District by communicating and interacting in a manner that is professional and respectful. Board concerns, criticisms and dissatisfaction with the Superintendent's performance shall therefore be addressed through closed session discussions or via the evaluation process. The Superintendent's concerns, criticisms and dissatisfaction with the Board shall likewise be addressed with professionalism and respect.

5. Evaluation.

a. Yearly Evaluation. The Board shall devote a portion of at least one meeting annually to discuss and evaluate the performance and working relationship between the Superintendent and the Board, including a mid-year verbal discussion each school year. The Superintendent shall work with the Board to develop a timeline for each year's evaluation process. This evaluation shall be based on the duties of the position, the job description (if any) and any mutually agreed upon District goals and objectives, which shall be jointly developed by the Superintendent and the Board. The Board may conduct more than one formal written evaluation each school year. The evaluation instrument shall also be jointly developed by the Superintendent and the Board which shall include a provision indicating whether or not the overall evaluation was "Satisfactory" and shall be retained in the Superintendent's personnel file.

b. Self-Evaluation. To assist the Board in the evaluation process, the Superintendent shall complete a written self-evaluation. This self-evaluation shall include a review of any action plans presented to the Superintendent at previous evaluations and shall include a report to the Board regarding the "State of the District." In addition, the Superintendent agrees to provide the Board with a written report regarding her use of sick leave indicating days used during the current school year and the number of accrued, unused days remaining. (The Superintendent agrees to submit a copy of this report to the District's payroll and personnel departments as well).

c. Board Evaluation of the Superintendent. Upon receipt of the self-evaluation and the "State of the District" report, the Board shall evaluate the Superintendent. To initiate the evaluation process, the Superintendent shall inform each member of the Board in writing of the need for an evaluation by February 1 each year. Upon completion, the Board shall meet with and provide a

copy of the evaluation report to the Superintendent in a closed session Board meeting no later than June 30 each year; however, the Board's failure to evaluate the Superintendent or its failure to timely evaluate the Superintendent shall have no impact upon the term of this Agreement or upon the Superintendent's salary. Any Board evaluation of the Superintendent shall be deemed at least "satisfactory" if a majority of the members of the Board so determine. In the event that the Superintendent's evaluation is not completed by June 30th, unless that date is mutually extended, the Superintendent's performance shall be deemed to be "satisfactory" for purposes of this Agreement and any entitlement under this Agreement.

d. Action Plan. Based upon findings specified in the evaluation report, the Superintendent, in collaboration with the Board, will prepare an action plan, if necessary, which will address areas identified as needing clarification, emphasis or improvement. The action plan will be included as an addendum to the evaluation report. If a jointly prepared action plan cannot be agreed upon, the Board, in its sole discretion, shall issue the action plan. The Superintendent and the Board shall sign the evaluation report and the action plan. However, failure of the Superintendent to sign the evaluation or action plan shall have no legal effect upon the Superintendent's duty to implement the evaluation and action plan.

e. Contract Extension. If the Superintendent receives a satisfactory evaluation, the term of Superintendent's Agreement may be extended by one (1) year by the Board so long as the Agreement never exceeds four (4) years as provided in paragraph 5g herein below.

f. Contract Review. At the conclusion of each annual evaluation, the Parties shall review this Agreement and consider proposed modifications and additions.

g. Impact of a Satisfactory Evaluation. If the Superintendent receives a satisfactory evaluation, the Superintendent shall be entitled to the step and merit salary increases specified in section 2 of this Agreement and to the one-year contract extension. At the conclusion of each year's evaluation, the Superintendent and the Board shall state, in writing, on the Superintendent's evaluation form, whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear and affirmative decision is made regarding the Superintendent's entitlement to the salary increases and the contract extension. If the Board determines that the Superintendent's evaluation is "unsatisfactory," the Superintendent's salary and contract term shall remain unchanged. If the Superintendent's evaluation is satisfactory, the Board shall report the result in open session. In addition, any contract extension or salary increases must be approved by the Board in open session

at a regular meeting so that the public remains informed about the Superintendent's current salary and contract term.

h. Outside Facilitator. Whenever it is deemed desirable by the Governing Board, an outside advisor may be mutually selected by the Board and the Superintendent to facilitate discussion of the relationship between the Board and Superintendent. The outside advisor shall be paid for by District.

6. **Termination of Agreement**.

a. Mutual Consent. This Agreement may be terminated at any time by mutual consent of the Board and the Superintendent.

b. Resignation. The Superintendent may resign and terminate this Agreement only by providing the Board with at least ninety (90) days advance written notice, unless the Parties agree otherwise.

c. Non-Renewal of Agreement by the District. The Board may elect not to renew this Agreement upon its expiration by providing written notice to the Superintendent in accordance with Education Code section 35031 (currently Forty-five (45) days' prior notice) or other applicable provisions of law.

d. Termination for Cause. The Board may terminate the Superintendent for: (1) breach of this Agreement; (2) unsatisfactory performance established by at least two written evaluations conducted at least six (6) months apart; (3) refusal or failure to act in accordance with a specific provision of this Agreement or a lawful directive of a majority of the Board; (4) misconduct or dishonest behavior with regard to the Superintendent's employment; or (5) conviction of a crime involving dishonesty, breach of trust, or physical or emotional harm to any person.

The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Board shall meet with the Superintendent in closed session and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in closed session, which shall take place no sooner than fourteen (14) days after the meeting at which the written statement of the grounds for termination have been provided to allow the Superintendent an adequate opportunity to prepare her response. The Superintendent and the Board shall each have the right to be represented by counsel at their

own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent's believes are relevant to the charges. The conference with the Board shall be an evidentiary hearing and either Party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

e. Termination without Cause. The Board may, for any reason, without cause or a hearing, terminate this Agreement at any time. In consideration for the exercise of this right, the District shall pay the Superintendent, in one lump sum, from the date of termination until the expiration of this Agreement, or for a period of twelve (12) months, whichever is less. The calculation for purposes of the lump sum payment to the Superintendent shall be based upon the rate of salary in effect on the last day of the Superintendent's employment with the District. The Board shall provide the lump sum payment to the Superintendent within thirty (30) calendar days of the Superintendent last day of employment with the District. .

For purposes of this Agreement, the term "salary" shall include only the Superintendent's regular monthly base salary and shall not include the value of any other stipends, reimbursements or benefits received under this Agreement. All payments made pursuant to this termination without cause provision shall be subject to applicable payroll deductions and shall be treated as compensation for state and federal tax purposes. No payments made pursuant to this early termination provision shall constitute creditable service or creditable compensation for retirement purposes. Payments made pursuant to this termination without cause provision shall be considered as final settlement pay and shall not count for any retirement purpose; accordingly, no deductions shall be made for retirement purposes.

The Superintendent shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, a period of twelve (12)

months, or until the Superintendent obtains other employment for which the Superintendent qualifies for and is receiving health benefits, whichever occurs first.

The Parties agree that any damages to the Superintendent that may result from the Board's early termination of this Agreement cannot be readily ascertained. Accordingly, the Parties agree that the payment made pursuant to this termination without cause provision, along with the District's agreement to provide paid health benefits, constitutes reasonable liquidated damages for the Superintendent, fully compensates the Superintendent for all tort, contract and other damages of any nature whatsoever, whether in law or equity, and does not result in a penalty. The Parties agree that the District's completion of its obligations under this provision constitutes the Superintendent's sole remedy to the fullest extent provided by law. Finally, the Parties agree that this provision meets the requirements governing maximum cash settlements as set forth in Government Code sections 53260, et seq.

f. Termination for Inappropriate Fiscal Practices. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal fiscal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to any cash, salary payments, health benefits or other noncash settlement (e.g. health benefits) as set forth above. If the Superintendent elects to contest the Board's determination in this regard, the Superintendent may request a hearing before an administrative law judge who shall determine the amount of the cash settlement in accordance with the requirements of Government Code section 53260(b).

g. Termination for Disability/Fitness for Duty Examination. Upon request, the Superintendent shall undergo physical/mental examination by a mutually selected physician. The appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform the job. The physician's report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of her position. No confidential medical information shall be submitted to the Board, the District, any

third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of the position. If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that she is unable to perform the essential functions of the position, the Parties agree that this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. Termination of this Agreement due to the Superintendent's inability to perform the essential functions of the position shall terminate the obligations of both Parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Superintendent's inability to perform the essential functions of the position.

7. **Abuse of Office Provisions.** In accordance with Government Code section 53243 et seq., and as a separate contractual obligation, if the Superintendent receives a paid leave of absence or cash settlement and this Agreement is terminated for any reason, such paid leave or cash settlement shall be fully reimbursed to the District by the Superintendent if the Superintendent is convicted of a crime involving an abuse of office or the position of Superintendent. In addition, if the District funds the criminal defense of the Superintendent against charges involving abuse of office or position and the Superintendent is then convicted of such charges, the Superintendent shall fully reimburse the District all funds expended for the Superintendent's criminal defense. Notwithstanding any other provision of this Agreement to the contrary, if the Board believes, and subsequently confirms through an independent audit, that the Superintendent has engaged in fraud, misappropriation of funds, or other illegal practices, then the Board may terminate the Superintendent and the Superintendent shall not be entitled to the cash, salary payments, health benefits or other non-cash settlement as set forth above. This provision is intended to fully implement the requirements of Government Code section 53260, subdivision (b). In addition, if this Agreement is terminated, any cash settlement related to the termination that Superintendent receives from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of her office or position. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not

limited to, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

8. **Notification of Absence.** The Superintendent shall keep the Board President informed about the Superintendent's time away from the District, including the Superintendent's plans to be absent from the District. For planned vacations, the Superintendent shall give the Board as much advance notice as possible.

9. **Annual Reporting Requirements.** The Superintendent shall report to the Human Resources Department in writing on a monthly basis the Superintendent's use of sick leave and work days.

10. **Outside Professional Activities.** The Superintendent may engage in limited consulting, teaching, speaking, writing, or other professional activities on her own time as long as these outside activities do not interfere or conflict with the Superintendent's duties as outlined in this Agreement or Board policy, including typical weekend or evening District function attendance. The Superintendent shall notify the Board prior to undertaking any of the above-mentioned activities.

11. **Professional Meetings/Conferences.** The Superintendent is expected to attend appropriate professional meetings and conferences at local, state and national levels. Prior approval of the Board shall be obtained when the Superintendent attends a meeting or conference outside of the state.

12. **Tax/Retirement Liability.** Notwithstanding any other provision of this Agreement, the District shall not be liable for any retirement or state/federal tax consequences to the Superintendent, any designated beneficiary, heirs, administrators, executors, successors or assigns of the Superintendent. The Superintendent shall assume sole responsibility and liability for all state or federal tax consequences of this Agreement and all related payroll and retirement consequences, including, but not limited to, all tax and retirement consequences stemming from any payments made to the Superintendent as a result of the termination without cause provision of this Agreement, retirement payments, expense reimbursements, and payments for insurance. The Superintendent agrees to defend, indemnify and hold the District harmless from all such tax, retirement and similar consequences.

13. **Notification by Superintendent Regarding Other Employment.** The Superintendent shall notify the Governing board in writing prior to being interviewed as a

finalist for employment outside the District.

14. **Credentials.** The Superintendent hereby certifies that the Superintendent holds legal and valid administrative and teaching credentials which the Superintendent shall maintain in effect throughout the life of this Agreement and shall keep on file in the Office of the Monterey County Superintendent of Schools, and that the Superintendent meets the qualifications of Education Code section 35028.

15. **Dispute Resolution.** The Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Superintendent or Board may request, in writing, to the other Party to refer the dispute to mediation. This request must be made within thirty (30) 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) days. The mediator's fee shall be paid by the District. Each Party shall bear its own attorney fees and costs. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in 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 unreasonably refuses to cooperate in the setting of mediation.

16. **General Provisions.**

a. **Governing Law/Venue.** This Agreement, and the rights and obligations of the Parties, shall be construed and enforced in accordance with the laws of the State of California. The venue shall be in Monterey County, California.

b. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. There are no oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Agreement.

- c. No Assignment. The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.
- d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.
- e. Exclusivity. To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.
- f. Management Hours. The Parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than 40 hours per week. The Parties agree that Superintendent shall not be entitled to overtime compensation.
- g. Construction. This Agreement shall not be construed more strongly in favor of or against either Party regardless of which Party is responsible for its preparation.
- h. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.
- i. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.
- j. Independent Review. The Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Superintendent acknowledges that the terms of this Agreement have been read and fully explained to her by her representative(s) and that those terms are fully understood and voluntarily accepted.
- k. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.
- l. Execution. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for any purpose.
- m. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that

can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

n. Public Record. The Parties recognize that, once final, this Agreement is a public record and must be made available to the public upon request.

o. Notices. All notices permitted or required under this Agreement shall be given to the respective Parties at the following address, or at such other address as the respective Parties may provide in writing for this purpose:

SUPERINTENDENT:

Linda Adamson
(to be provided)

DISTRICT:

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

Such notice shall be deemed received when personally delivered, provided by electronic transmission, or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepared and addressed to the Party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

p. Indemnity. In accordance with the provisions of Government Code §825 and 995, the District shall defend the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity, or official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within the scope of employment. Unless there is a finding, by a court of competent jurisdiction, of criminal action, actual fraud, corruption or actual malice, the District shall hold harmless and indemnify the Superintendent from any and all demands, claims, suits, actions, and legal proceedings brought against the Superintendent in Superintendent's individual capacity or in Superintendent's official capacity as an agent and employee of the District, provided that the incident giving rise to any such demand, claim, suit, action, or legal proceeding arose while the Superintendent was acting within a scope of Superintendent's employment. Such indemnification and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement. Upon retirement or separation from the District, the Superintendent

shall continue to be defended and indemnified for any action(s) taken against her related to her actions or omissions with the course and scope of her employment as Superintendent.

PACIFIC GROVE UNIFIED
SCHOOL DISTRICT

Dated: _____

Carolyn Swanson,
President of the Board of Trustees

ACCEPTANCE OF OFFER

I accept the above offer of employment and the terms and conditions thereof and will report for duty as directed above.

I understand that the District is relying upon information provided by me during the application process in extending this offer of employment. By signing below, I represent that I have not provided the District with any false information or made any material misrepresentation during the job application process. I agree that false, incomplete, or misleading statements or omissions made during the job application process constitute dishonesty and breach of this Agreement and are grounds for termination of this Agreement for cause.

I have not entered into a contract of employment with the governing board of another school district or any other employer that will in any way conflict with the terms of this Employment Agreement.

Dated: _____

Dr. Linda Adamson, Superintendent

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

SUBJECT: Complaint Concerning Instructional Materials Appeal

DATE: November 2, 2023

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

RECOMMENDATION:

The District Administration recommends that the Board hear and deny the appeal to the complaint concerning instructional materials.

BACKGROUND:

The District Board Policy 1312.2 notes the Board recognizes that staff are well qualified to consider complaints concerning instructional materials.

Complainants are advised to consider and accept the Superintendent or designee's decision as final.

The District also followed Board Policy and Administrative Regulation 1312.2 whereby the Board recognizes that the Superintendent or designee has the discretion to review and determine whether the complaint should be considered on an individual basis, or whether a review committee should be convened.

INFORMATION:

District Review of Challenged Curriculum by Committee

Pursuant to District Board Policy ("BP") and Administrative Regulation ("AR") 1312.2, the District convened a committee to review this book and the objections raised with respect to the use of profanity in the book. The Curriculum Review Committee ("Committee") consisted of four teachers, two administrators, and two parents. All four teachers are employed at Pacific Grove High School and two of the teachers are in the English Department. Each committee member read the book before the meeting, and the Committee met for discussion and deliberations on September 18, 2023. The Committee was also provided with the Complainant's list of words included with the Complaint and a selection of articles discussing the book.

The Committee was convened to consider the following:

1. The educational philosophy of the District; and
2. The professional opinions of other teachers of the subject and of other competent authorities; and
3. The review of the materials by reputable bodies; and
4. The teacher's stated objectives in using the materials; and
5. The objections of the complainant

The Committee further found that:

1. The book is on the California Department of Education Recommended Literature List
2. The English department reviewed and approved the book
3. The English 2 syllabus, including the use of *Dear Martin*, was approved by the PGHS administration on behalf of PGUSD

The Committee determined that:

1. The challenged material supports the curriculum thoroughly as evidenced by the teaching objectives and the standards being taught.
2. The challenged material also supports the district's goal of supporting students in managing the dynamics of difference by allowing students to experience representations of different perspectives, discussions of equality, violence, internal conflict, confrontation, protest, discomfort, and the impact of stereotyping.
3. There was unanimous support that the material is appropriate for inclusion in the English 2 curriculum. *Dear Martin* supports the district's educational philosophy, including the mission statement and goals related to equity, inclusive curriculum, and cultural proficiency.
4. There was unanimous agreement that the material is appropriate for 10th grade students and above.
5. The value of the content in *Dear Martin* outweighs the potential harmful effects of the language identified in the complaint.
6. The Pacific Grove High School English Department and administration followed established procedures for approving the use of this novel which is on the California Department of Education Recommended Reading List.

Disposition of the Complaint

The Superintendent affirms that the District English Department and administration followed established procedures for the approval of this novel, which is on the California Department of Education Recommended Reading List, as supplementary instructional material for the English 2 course. The District will continue with the use of the book *Dear Martin*, by Nic Stone, as instructional material for the 10th Grade English 2 course, as adopted in accordance with District procedures and approved by the Board of Trustees.

Corrective Action(s)

Based on the findings above and the Committee's determination that the material supports the District's curricular goals and is appropriate for 10th Grade students, no corrective actions need to be taken. Additionally, due to the structure of the English 2 course with extensive class discussion of the assigned reading materials and the use of graded assignments related to the assigned reading, the assignment of alternative instructional material for a single student is not feasible for this course.

Accordingly, the District has not authorized the use of alternative instructional materials for this course.

Appeal Process

Pursuant to BP/AR 1312.2, if dissatisfied with the District's decision, Complainants have the right to appeal this decision to the District Board of Trustees. An appeal to the Board must be made **within 30 days** from receipt of this decision.

FISCAL IMPACT:

None

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

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

SUBJECT: Board Calendar/Future Meetings

DATE: November 2, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar August-December 2023

Closed session times vary. Open session begins at 6:30 p.m.

Thursday, August 3	Regular Board Meeting ✓ Quarterly Facilities Project Updates* ✓ Review of Legal Services Costs
Thursday, August 17	Regular Board Meeting ✓ Student Enrollment Update ✓ Property Tax Report
Thursday, September 7	Regular Board Meeting ✓ Quarterly District Safety Update* (Superintendent Report) ✓ CSBA Policy Update ✓ Cultural Proficiency/Equity Presentation
Thursday, September 14 Closed session 5:30 p.m.	Special Board Meeting ✓ Unaudited Actuals ✓ Board Goals Discussion
Thursday, September 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Williams Uniform Complaint Report ✓ Resolution for the GANN Limit for 2023-2024
Monday, October 2 Closed session: 5:30 p.m. No open session	Special Board Meeting- Closed Session ✓ Candidate selection- Superintendent
Thursday, October 5 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Week of the School Administrator ✓ Board Goals check-in
Tuesday, October 10 Closed session: 9am-5pm No open session	Special Board Meeting- Closed Session ✓ Candidate interviews- Superintendent
Thursday, October 12 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Special Board Meeting- Closed Session ✓ Negotiations- Superintendent
Thursday, October 26 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Quarterly District Safety Update (Superintendent Report) ✓ Budget Revision #1 on 2023-24 working budget (preliminary First Interim) ✓ CAASPP/ELPAC Review of Data
Thursday, November 2 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting
Thursday, November 16 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Intent Form Due (to serve as Board President/Clerk) ✓ Review of Special Education Contracts ✓ Quarterly Facilities Project Updates ✓ PGHS Course Bulletin Information/Discussion ✓ CSBA Policy Update
Thursday, December 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ District Goals Update ✓ Annual Cultural Proficiency Implementation Plan

Thursday, December 14 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Organizational Meeting <ul style="list-style-type: none">✓ Election of 2023-24 Board President and Clerk✓ First Interim Report✓ PGHS Course Bulletin Action/Discussion✓ Williams Uniform Complaint Report✓ LCAP Update✓ Employee Recognition✓ CSBA Policy Update
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Board Meeting Calendar January-June 2024

Closed session times vary. Open session begins at 6:30 p.m.

Thursday, January 11 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update
Thursday, January 25 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ CSBA Policy Update ✓ School Accountability Report Cards ✓ School Resource Officer Contract ✓ Resolution recognizing February as Black History Month ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar
Thursday, February 8 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Possible Personnel Action Presented as Information (RIF) ✓ Preliminary Review of Site Master Schedules ✓ 2023-24 Audit Report ✓ Quarterly Facilities Project Updates* ✓ Resolution recognizing March as Women's History Month
Thursday, March 7 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Second Interim ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Board considers legislative action at local and state levels
Thursday, March 21 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Board Goals Study Session
Thursday, April 4 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Quarterly District Safety Update (Superintendent Report) ✓ District Goals Update
Thursday, April 18 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Review of Strategic Plan and LCAP (as needed) ✓ Begin Superintendent Evaluation ✓ CSBA Policy Update ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month
Thursday, May 9 Closed session: 5:30 p.m. Open session: 6:30 p.m.	Regular Board Meeting ✓ Continue Superintendent Evaluation ✓ Board Goals for 2024-25 ✓ Review of Site Master Schedules ✓ California Day of the Teacher ✓ Week of the CSEA Employee

<p>Thursday, May 23 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Complete Superintendent's Evaluation ✓ 2024-25 Board Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ Retiree Recognition ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month
<p>Thursday, June 6 Closed session: 5:30 p.m. Open session: 6:30 p.m.</p>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Williams/Valenzuela Uniform Complaint Report ✓ 2024-25 Budget Public Adoption ✓ LCAP and Local Indicators Adoption ✓ Approval of Contracts and Purchase Orders for 2024-25 ✓ Resolution recognizing Juneteenth

- ☐ 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: Nutrition Services Program Update

DATE: November 2, 2023

PERSON(S) RESPONSIBLE: Robert Silveira, Director of School Nutrition

RECOMMENDATION:

The District Administration recommends that the Board receive the updates to the Nutrition Services Program.

BACKGROUND:

Since the introduction of Universal Free Meals in California starting in 2022-23, the PGUSD Nutrition Services program has almost tripled the amount of meals served each year. The District is currently pursuing improved food choice and quality options, as well as improved operational efficiencies.

INFORMATION:

- 2018-2019 Meals Served: 117,820
- 2023-2024 Anticipated Meals Served: 333,843
- Elementary menus have been expanded from one to two daily menu options, including expanded vegetarian options, and gluten free alternatives.
- All sites have improved certain menu items from pre-packaged to cooked on site.
- All sites will gradually increase scratch cooking.
- High school and middle school salad bars have been established and fully in place; elementary schools will soon follow, with modified plating to offer in order to eliminate food waste.
- Community High School transitioned from frozen microwave meal options to daily hot offerings.
- Updated and improved process for meal counting and card scanning at the elementary schools.
- Streamlined ordering processes, improved timelines, improved and efficient team communication.
- Improved work with distributors
- Lowered labor needs from Maintenance, Operations and Transportation, as well as Pacific Grove High School staff.
- New Point of Sale Program that provides online nutritional and dietary breakdowns of all menu items.

FISCAL IMPACT:

This report is informational only.

Nutrition Services Program Update

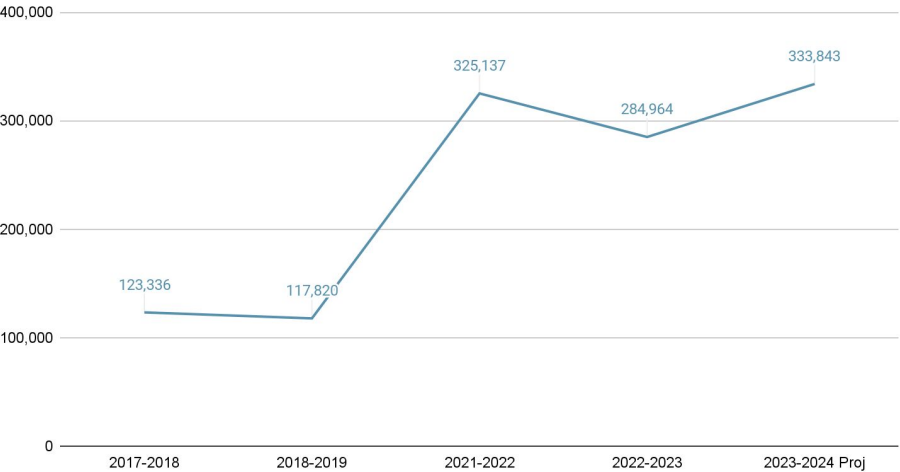
Robert Silveira
Director of School Nutrition

Program Overview

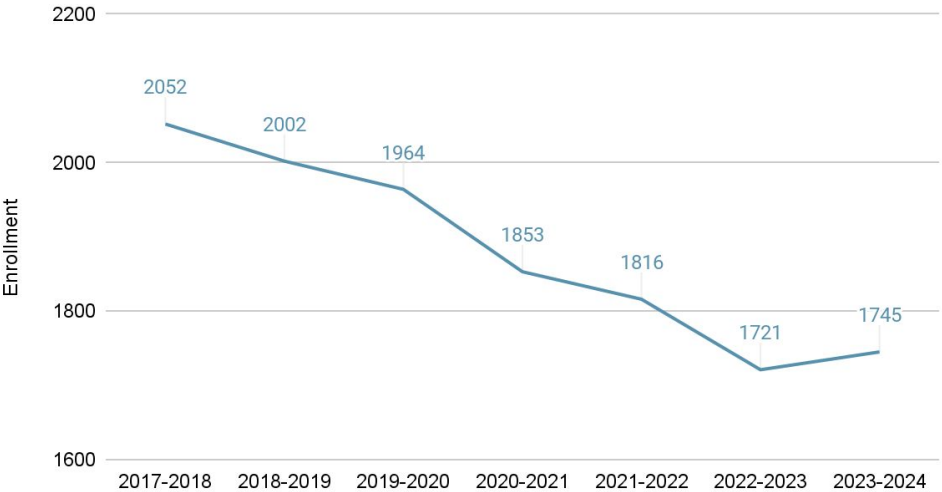
- California Universal Meals
- 2018-2019 Meals Served: 117,820
- 2023-2024 Anticipated Meals Served: 333,843
- High School Breakfast



Meal Counts



Enrollment



Meal Offering Changes

- Offer vs. Serve
- Salad Bars
- Community High School Offerings
- Elementary Menu Expansion
- Minimal Prepackaged Lunch Items
- Increase in Scratch Cooking

Operational Changes

- Meal Counting at the Elementary Schools
- Ordering Processes
- Distributor Relationships & Impact on Staff
- Approx 570 Hours Per Year of Labor Redirected
- NEW POS Programming - Online Nutritional and Dietary Breakdowns

☒ 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: 2023-24 Strategic Plan Implementation

DATE: November 2, 2023

PERSON RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review the attached information related to the 2023-24 Strategic Plan Implementation.

BACKGROUND:

In FY 2020-2021, the Pacific Grove Unified School District (PGUSD) Board of Education developed and approved its current strategic plan. The plan will guide PGUSD, via actionable strategies, so that the district can continue to maintain a partnership with the community with a focus on equity, and a mission to challenge every student by providing a quality instructional program in a positive, safe and stimulating environment.

Through this strategic plan, the district will develop actionable items tied to strategies so as to continue to 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.

INFORMATION:

The strategic plan is a working document that includes actionable initiatives tied to progress indicators to support each of the 3 Goals.

Each year, PGUSD leadership will prepare site SMART Goals that have actionable initiatives that align with the strategic plan strategies and goals.

This report provides an update to the PGUSD Board of Trustees on the 2023-24 PGUSD actionable site initiatives that will be addressed in the 2023-24 school year. Some highlights include:

- Increased communication with our community to maintain transparency and accountability
- Continued focus on valuing our diverse cultures and ensuring access for every single student
- Increase marketing and targeted recruitment strategies
- Continued commitment to increase safe, clean and secure school sites

Board Goal 1: *Student Learning and Achievement - Overall Educational Program: every student is proficient or above grade level, engaged in his/her learning and contributing positively to the community*

Forest Grove Elementary School 2023-24 - Develop & implement a comprehensive & standards-based educational program (focusing on Professional Learning Communities or PLC's)

Robert H. Down Elementary School 2023-24 - Increased intervention programs will be used to identify students who are not proficient at grade level and require targeted instruction to meet their individual needs

Pacific Grove Middle School 2023-24 - Increase collaboration, outreach and communication among community stakeholders regarding mental health, community support opportunities, and celebrating diversity in our community.

Pacific Grove High School & Community High School 2023-24 -Student Learning and Achievement focus through an increase to the number of lessons with a focus on diversity, equity and inclusion

Pacific Grove Adult Education 2023-24 - Provide increased access and equity and the removal of barriers such as technology, and transportation to the student populations served by the Adult Education Program.

Student Services 2023-24 - Develop a comprehensive data/progress monitoring systems for staff that will focus on use of multiple measures of assessments/data points to monitor student progress toward educational goals

Curriculum and Instruction 2023-24 - Facilitate articulation across grade levels to provide greater student access to programs in the areas of Math, Report Card Committees, Common Grading Practices and Cultural Proficiency.

Educational Technology 2023-24 - Complete instructional technology hardware upgrades for remaining core and intervention elementary classrooms (FG, RD)

Human Resources 2023-24 - Provide professional development and training to staff at all levels which effectively support student learning and student engagement. (e.g. participation in training of District's initiatives in cultural proficiency and social emotional tools/resources to learn evidence-based approaches to meet students' social, emotional, academic and mental health needs).

Board Goal 2: *Credibility, Confidence and Communication Accountability and Integrity: Student, family and community partnerships, relationships and dialog contribute to the success of every student*

Forest Grove Elementary School 2023-24 - Staff Retention focus on opportunities for staff to bond during staff meetings, sunshine committee invitations to events, invitations to meet together, and attempt after school opportunities to meet off campus

Robert H. Down Elementary School 2023-24 - Provide a professional development plan that includes 3 to 4 opportunities to increase staff knowledge and use of MTSS support practices at all three tiered support levels and continue Cultural Proficiency training at every staff meeting.

Pacific Grove Middle School 2023-24 - Increase the frequency and use of rubrics school wide by mandating the professional development and quarterly implementation by teaching staff. Continue the use of Universal Design for Learning (UDL) to allow for student choice in method of demonstrating mastery

Pacific Grove High School & Community High School 2023-24 -Maintain Credibility and Communication through use of the Western Association of Schools and Colleges (WASC) accreditation process to increase the credibility, confidence, and integrity within the high school communities by fostering accountability.

Pacific Grove Adult Education 2023-24 - Effective Communications through Increase messaging on all social media platforms to promote course offerings. Collaborate with MPAEC Partners to advertise programs and increase certificated and classified classroom staff meetings in person and virtually.

Student Services 2023-24 - Conduct Parent Education workshops and provide professional development to staff on various topics for students with disabilities, foster youth, and students experiencing homelessness

Curriculum and Instruction 2023-24 - Increase Professional Development and use the data from the Cultural Proficiency Human Relations needs assessment to identify professional development priorities related to cultural proficiency. Look into Increased frequency of local and state assessment data to identify professional development priorities related to math and ELA.

Educational Technology 2023-24 - Expand 2023-24 district Technology Committee membership to include additional non-district employee parent representation.

Human Resources 2023-24 - Provide an annual report of the department's accomplishments and activities.

Board Goal 3: *Credibility, Confidence, Communication Fiscal Solvency, Program, Services and Budget Alignment*

Forest Grove Elementary School 2023-24 - With a focus on Safe, clean and secure school environment, the cultural proficiency teams will work together to create professional development for staff to be shared at staff meetings in which challenges regarding diversifying curriculum & communication is the focus.

Robert H. Down Elementary School 2023-24 - With a focus on Safe, clean and secure school environment, the school meets the goals established in the RHD Safe School Plan, update the plan, and add behavior data and response professional development for staff and parents.

Pacific Grove Middle School 2023-24 - With a focus on Social and Emotional Wellbeing, the site will source new staff training opportunities on Restorative Practices, Open Parachute SEL curriculum, and the Advisory School Climate Committee, we will focus on improving our School Connectedness by 10% as measured on the California Healthy Kids Survey comparing the 2022/23 scores with the 2023/24 school year.

Pacific Grove High School & Community High School 2023-24 - To help focus on fiscal solvency of the budget, the site will develop a master schedule that that is balanced and fiscally responsible master schedule is important to ensure efficient use of resources, provide equal opportunities for students, and maintain financial stability within the school/district.

Pacific Grove Adult Education 2023-24 - To address safety and security at the site, PGAE will fully train all staff on Big 5 training protocols, Develop, and further develop a partnership with local law enforcement and district School Resource Officer in order to provide for a safe environment.

Student Services 2023-24 - Ensure that Special Education expenditures for staffing, materials and supplies do not exceed allocations for the 2023-24 school year and focus on staffing for 2024-25.

Curriculum and Instruction 2023-24 - : The curriculum website will be employed to deliver timely, relevant, and accurate information with a complete redesign with a focus on accessibility.

Educational Technology 2023-24 - Ensure technology expenditures do not exceed biannual Measure A spending allocation and are aligned with the district's long term technology budget development process.

Human Resources 2023-24 - Work directly with the Business Office to identify potential risks of insolvency or fiscal issues early on and address these timely (impacts and effects of collective bargaining agreements). Work with site administrators early on to accurately identify staffing needs.

FISCAL IMPACT:

Varies by Resource



PGUSD Strategic Plan Implementation Update

2023-2024

In FY 2020-2021, the Pacific Grove Unified School District (PGUSD) Board of Education developed and approved its current strategic plan. The plan will guide PGUSD, via actionable strategies, so that the district can continue to maintain a partnership with the community with a focus on equity, and a mission to challenge every student by providing a quality instructional program in a positive, safe and stimulating environment.

Through this strategic plan, the district will develop actionable items tied to strategies so as to continue to 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.

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- Increased communication with our community to maintain transparency and accountability
- Continued focus on valuing our diverse cultures and ensuring access for every single student
- Increase marketing and targeted recruitment strategies
- Continued commitment to increase safe, clean and secure school sites

Pacific Grove Unified School District Strategic Plan Update 2023-2024

Board Goal 1	
Student Learning and Achievement - Overall Educational Program: every student is proficient or above grade level, engaged in his/her learning and contributing positively to the community	
Forest Grove Elementary School Site Actionable Initiatives	
Strategy #1: Develop & Implement a comprehensive & standards-based educational program (focusing on PLC)	Forest Grove will begin to develop Professional Learning Communities (PLC (based on the Solution Tree model)) at Forest Grove that focus on improving instructional practices and increasing student achievement by providing professional development to increase staff knowledge regarding PLC by completing 3-4 training sessions before May 2024.
Staff Responsible	Admin/Leadership Team/Teachers
Metrics	<ul style="list-style-type: none"> Number of staff meetings focused on PLC Number of grade level team meetings on Thursdays
Progress Indicators	<ol style="list-style-type: none"> All teacher grade level teams meet together each Thursday to collaborate 3-4 trainings occur on PLC through May 2024.

Robert H. Down Elementary School Site Actionable Initiatives	
Strategy #1: Intervention Programs Will Be Used to Identify Students Who Are Not Proficient at Grade Level and Require Targeted Instruction to Meet Their Individual Needs	Robert H. Down Elementary students, including targeted student groups, performing at not met or nearly met standards levels in ELA and math as determined by progress monitoring of their academic growth through performance on district interim Measurements of Academic Growth (MAP), Scholastic Reading Inventory (SRI) for 4th and 5th graders enrolled in Read 180, Dynamic Indicators of Basic Early Literacy Skills (DIBELS), curriculum embedded tests (Superkids, Benchmark,, and SWUN Math), as well as state CAASPP assessments will be provided appropriate intervention services and improve at least one level (eg. nearly met to met) on the 2022-2023 and 2023-2024 ELA and math CAASPP assessments.
Staff Responsible	All Classroom Teachers Utilizing Tier I Strategies, Intervention Teachers, MTSS Team Monitoring Intervention and Student Growth
Metrics	<ul style="list-style-type: none"> MAP ELA and Math Fall, Winter and Spring Results DIBELS Reading Beginning of Year, Mid-Year, and End-of-Year Results CAASPP 3rd-5th ELA and Math Results Classroom End-of-Unit Assessments
Progress Indicators	<ol style="list-style-type: none"> All students gain one year's growth in RIT in both ELA and Math

	<ol style="list-style-type: none"> 2. All students gain one level or maintain Above Proficient in each category 3. All students gain one level in ELA and Math or maintain 4. All students will increase their report card grade in ELA and Math at least one level or maintain a 4.
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Pacific Grove Middle School Site Actionable Initiatives	
Strategy #1 : Parent Engagement	Increase collaboration, outreach and communication among community stakeholders regarding mental health, community support opportunities, and celebrating diversity in our community.
Staff Responsible	Administration, TOSA, Counseling team, Climate Team
Metrics	<ul style="list-style-type: none"> • Proper use of CalHope Funds
Progress Indicators	<ol style="list-style-type: none"> 1. Parent Survey, parent participation logs, parent feedback registering other areas of need (actionable/provide direction for future outreach efforts)

Pacific Grove High and Community High School Site Actionable Initiatives	
Strategy #1: Student learning and achievement	Increase the number of lessons with a focus on diversity, equity and inclusion
Staff Responsible	Administration, Teachers
Metrics	<ul style="list-style-type: none"> • Teacher generated
Progress Indicators	<ol style="list-style-type: none"> 1. 2023/24 Develop lesson plans to address DEI

Pacific Grove Adult School Site Actionable Initiatives	
Strategy #1: Equity/Access	<p>Provide Monterey Transit Bus passes to students who identify lack of transportation as a barrier to attending school</p> <p>Provide technology and support to students as needed to students who identify lack of technology as a barrier to attending school.</p> <p>Provide free or reduced cost to enroll in California Adult Education Program (CAEP) classes to students who identify cost as a barrier to attending school.</p> <p>Provide students with identified barriers to access community college, employment, and community engagement opportunities.</p> <p>Provide Childcare free of cost to students who identify childcare as a barrier to attending CAEP Programs.</p>
Staff Responsible	Admin and Staff
Metrics	<ul style="list-style-type: none"> • Increased enrollment and data analysis through CASAS that examine student barriers to attend school.

	<ul style="list-style-type: none"> Increased enrollment in CAEP programs, increased graduation rates measured by test scores, attendance records and technology check out sheets Increased enrollment in CAEP programs for students who identify childcare as a barrier to attend adult school. Increased number of co-enrolled students in adult education and community college. Increased number of students who attain gainful employment through adult education/community college programs
Progress Indicators	<ol style="list-style-type: none"> All students have access to enroll in any adult education program regardless of any identified barriers. Increased enrollment in CAEP and Co-enrollment in Community College Programs

Student Services Actionable Initiatives	
Strategy # 1: The District will develop a comprehensive data/progress monitoring systems for staff across settings	Student Services staff including: teachers, speech pathologists, occupational therapists, mental health therapists, and counselors will use multiple measures of assessments/data points to monitor student progress toward educational goals.
Staff Responsible	Director Cork-Anthony in collaboration with, teachers, speech pathologists, occupational therapists, mental health therapists, and counselors
Metrics	<ul style="list-style-type: none"> Attendance of staff at special education meetings, and Job alike meetings focused on data/progress monitoring(sign in sheets, agenda)
Progress Indicators	<ol style="list-style-type: none"> 3-4 meetings between November 2023-May 2024 focused on data and progress towards educational goals(resources, handouts, activities)

Curriculum and Instruction Actionable Initiatives	
Strategy #1: Facilitate articulation across grade levels to provide greater student access to programs	<p>The director of curriculum will collaborate with site leadership to articulate between grade levels within, and between, school sites.</p> <ul style="list-style-type: none"> - Elementary Report Card Committee - alterations made to grade reporting that better serve the needs of our students/families. Elementary Common Grading Practices - Subject area articulation days - ensure at least two math articulation meetings where Middle School math teachers articulate with high school math teachers and fifth grade math teachers to identify areas of need and develop strategies to meet those needs.

	- Cultural Proficiency Team - will hold multiple meetings to review the progress indicators for their site and the district's equity actions based on plans developed for the sites and district.
Staff Responsible	Director Roggeman in conjunction with site leadership and teachers
Metrics	<ul style="list-style-type: none"> • Report card committee - notes and directives that result from our meetings. • Increased cohort growth measures on MAP and CAASPP testing. • Growth on student safety metrics from the CHKS and cohort growth on the district CORE SEL survey.
Progress Indicators	<ol style="list-style-type: none"> 1. 100 percent implementation of the directives among all elementary teachers. 2. 5% cohort growth in math; 3% cohort growth in ELA. 3. 3% growth in CHKS student safety and connectedness data; 5% growth in CORE SEL healthy responses.

Educational Technology and Information Technology Actionable Initiatives	
Strategy/Project #1a: By Jan, Feb 2024	Complete instructional technology hardware upgrades for remaining core and intervention elementary classrooms (FG, RD)
Staff Responsible	Director Binder, Director Algaze
Metrics	<ul style="list-style-type: none"> • Measure A Expenditure Lists - Jan/Feb 2024, June/July 2024, Long Term ED-Tech Budget
Resources	Ed-Tech Bond/Measure A funds
Progress Indicators	<ol style="list-style-type: none"> 1. Examine and inventory existing core classroom technology at each site and establish an updated database of technology inventory 2. Conduct needs analysis and identify shortages of classroom technology against the standard configuration model 3. Collect input from grade level teams and tech lead teachers on project timelines, design considerations, and technology preferences 4. Develop cost projections and long term budgets aligned with available Measure A/Ed-Tech Bond funds 5. Procure hardware and engage Facilities/Transportation Dept. to coordinate phased installation timelines with A/V contractors 6. Provide appropriate training and ongoing support focused on best practices/strategies around the use of updated classroom technology for teachers, support staff.
Strategy/Project #1b: By Jan, Feb 2024	Replace any existing broken/out-dated/missing student devices - Chromebooks and tablets - in a timely manner in all K-12 core grade level/subject area classrooms district-wide.
Staff Responsible	Director Binder, Director Algaze, Elementary Site IT Techs
Metrics	<ul style="list-style-type: none"> • Measure A Expenditure Lists - Jan/Feb 2024, June/July 2024, Long Term ED-Tech Budget

Resources	Ed-Tech Bond/Measure A funds
Progress Indicators	<ol style="list-style-type: none"> 1. Update inventory audit documentation 2. Review teacher feedback forms via Genuity helpdesk/timely tech ticketing system 3. Conduct follow-up interviews/check-ins with classroom teachers about student access to classroom technology.

Human Resources Actionable Initiatives	
Strategy #1: Provide professional development and training to support student learning and engagement.	Provide professional development and training to staff at all levels which effectively support student learning and student engagement. (e.g. participation in training of District's initiatives in cultural proficiency and social emotional tools/resources to learn evidence-based approaches to meet students' social, emotional, academic and mental health needs).
Staff Responsible	HR/Admin/Leadership Team/All Staff
Metrics	Various
Progress Indicators	<ol style="list-style-type: none"> 1. Listing of trainings/PD completed by staff, number of participants and hours provided.

Forest Grove Elementary School Site Actionable Initiatives	
Board Goal 2 Credibility, Confidence and Communication Accountability and Integrity: Student, family and community partnerships, relationships and dialog contribute to the success of every student.	
Strategy # 2: Staff Retention	On a bimonthly basis, Forest Grove will provide opportunities for staff to bond during staff meetings, sunshine committee invitations to events, invitations to meet together, and attempt after school opportunities to meet off campus.
Staff Responsible	Admin, Sunshine Adjunct Duty, Site Union Reps
Resources	<ul style="list-style-type: none"> • Staff survey as we go throughout year providing feedback on feelings of belonging and participation rates at events • Work with union representatives to elicit feedback
Progress Indicators	<ol style="list-style-type: none"> 1. 4-6 opportunities to meet off campus through May 2024 2. Increase in number of positive staff survey responses 3. Increase in number of meetings with union representatives

Robert H. Down Elementary School Site Actionable Initiatives	
Strategy #2: Professional Development	Provide a professional development plan that includes 3 to 4 opportunities to increase staff knowledge and use of MTSS support practices at all three tiered support levels and continue Cultural Proficiency training at every staff meeting.
Staff Responsible	Administration, Cultural Proficiency Team, Staff Participation

Metrics	<ul style="list-style-type: none"> • Early release Thursday MTSS training provided to staff through May 2024 beginning no later than November 2023. Emphasis on Tier I pre-referral academic and SEL strategies for staff to implement after each training. • Pre-referral Tier I practices and outcomes collected to be included in the 2024-2025 RHD SPSA, including classroom end-of-unit assessments in ELA and math.
Progress Indicators	<ol style="list-style-type: none"> 1. MTSS trainer hired by November 2023 to provide three to four trainings through April 2024. 2. Three to four trainings occur on early release Thursdays through May 2024. Participation rates collected throughout the year with 90% teacher participation met by May 2024. 3. RHD SPSA includes TIER I strategies and assessment results from each grade level K-5 (TK could include SEL strategies).

Pacific Grove Middle School Site Actionable Initiatives	
Strategy #2:	Over the course of the 2023-24 school year we will increase the frequency and use of rubrics school wide by mandating the professional development and quarterly implementation by teaching staff. We will continue to use Universal Design for Learning (UDL) to allow for student choice in method of demonstrating mastery
Staff Responsible	Administration, TOSA, all teaching staff, county office of education
Metrics	<ul style="list-style-type: none"> • Monthly collaboration time dedicated to studying best practice in writing and employing powerful rubrics. TOSA staff training (3) and pull out time. Artifacts to be shared site wide, and student achievement data monitoring impact of effort.
Progress Indicators	<ol style="list-style-type: none"> 1. Teacher provided artifacts to administration on a quarterly basis, staff sign in sheet to track attendance of TOSA trainings 2. Student achievement data

Pacific Grove High and Community High School Site Actionable Initiatives	
Strategy #2: Credibility and Communication	PGHS and PGCHS will use the Western Association of Schools and Colleges (WASC) accreditation process to increase the credibility, confidence, and integrity within the high school communities by fostering accountability.
Staff Responsible	Site administration, educators, site support staff, district staff
Metrics	<ul style="list-style-type: none"> • Various meetings to seek input from staff, students, and families
Progress Indicators	<ol style="list-style-type: none"> 1. PGHS will have its accreditation visit in March of 2023. PGCHS will have its accreditation visit in April of 2024.

Pacific Grove Adult School Site Actionable Initiatives	
Strategy #3: Effective Communications	Increase messaging on several social media platforms to promote course offerings

	<ul style="list-style-type: none"> · Collaborate with MPAEC Partners to advertise programs at each site · Bimonthly Adult Education Newsletter/Update to staff · Bimonthly certificated and classified staff meetings through ZOOM or In Person · Monthly “All Hands” meeting through ZOOM or In Person Sharing Admin Google Calendar with Staff
Staff Responsible	Admin and staff
Metrics	<ul style="list-style-type: none"> ● Increase enrollment in Adult Education classes ● Increase opportunities for community feedback to administration ● Increase opportunities to provide community pathway programs from Adult Education to Community College ● Increased collaboration and communication with community members will be measured by responses to surveys/phone logs/email correspondence and attendance rosters ● Higher understanding of programming for staff and how their role effects our program as a whole ● Increased awareness of admin schedule and planned activities throughout the month ● Increased collaboration and communication with community partners
Progress Indicators	
Progress Indicators	<ol style="list-style-type: none"> 1. Measured by increase in attendance every 10 weeks via ASAP (student information systems) 2. Measured by referrals to Community Colleges and MPAEC 3. Increased participation and feedback from staff

Student Services Actionable Initiatives	
Strategy #2: The District will conduct Parent Education workshops and provide professional development to staff on various topics for students with disabilities, foster youth, and students experiencing homelessness	<p>Parent workshops will be offered on a variety of topics which may include: IEP timelines, IEP process, IEP goals and accommodations, parent participation in IEP/504 meetings, 504 accommodations, IEP and 504 transition meetings, least restrictive environment, foster youth, students experiencing homelessness.</p> <p>Training will be provided on a monthly basis to special education staff and site leadership on a variety of topics which may include: Administration designee training, IEP timelines, IEP goals and accommodations, parent participation in IEP/504 meetings, 504 accommodations, IEP and 504 transition meetings, least restrictive environment, foster youth, students experiencing homelessness</p>
Staff Responsible	Director Yolanda Cork-Anthony , Special education staff
Progress Indicators	<ol style="list-style-type: none"> 1. Parent workshops- 2-3 meetings for 2023-24 (agenda, presentations, sign in sheets)

	<ol style="list-style-type: none"> 2. Site leadership/management meetings- 2-3 meetings for 2023-24 (agenda, presentations, sign in sheets) 3. Training for special education staff- monthly meetings- 2023-24 (agenda, presentations, sign in sheets)
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Curriculum and Instruction Actionable Initiatives	
Strategy #2: The district will implement a professional development plan that is data driven	<ul style="list-style-type: none"> - The district will use data from the Cultural Proficiency Human Relations needs assessment to identify professional development priorities related to cultural proficiency. - The district will use local and state assessment data to identify professional development priorities related to math and English Language Arts.
Staff Responsible	Director Roggeman in collaboration with staff.
Metrics	<ul style="list-style-type: none"> • The district will use the CP Human Relations Needs Survey to chart our growth in areas identified as needs for professional development • The district will show improvement in our CHKS student safety measures and the CORE SEL survey. • The district will show cohort growth in math and English Language Arts across all grade levels
Progress Indicators	<ol style="list-style-type: none"> 1. Increase the percentage of “often” or “usually” responses by 10% in areas where professional development occurs. 2. 3% growth in CHKS student safety and connectedness data; 5% growth in CORE SEL healthy responses. 3. 5% cohort growth in math; 3% cohort growth in ELA.

Educational Technology and Information Technology Actionable Initiatives	
Strategy #2: March/April 2024	Expand 2023-24 district Technology Committee membership to include additional non-district employee parent representation.
Staff Responsible	Director Binder, Director Algaze
Metrics	<ul style="list-style-type: none"> • District and site newsletters, website communication tools, social media posts
Progress Indicators	<ol style="list-style-type: none"> 1. Tech committee documentation (agendas, minutes) reflecting member input and participation, 2. Newsletter articles, contributions from PGTech. 3. PGTech-distributed parent survey results.

Human Resources Actionable Initiatives	
Strategy #2: Provide an annual report of the department's accomplishments/activities.	Provide an annual update of the departments' activities and how these are supporting the District's mission and vision.
Staff Responsible	HR Dept/Admin

Metrics	<ul style="list-style-type: none"> • Various
Progress Indicators	1. Listing of activities/updates and services provided.

Board Goal 3 Credibility, Confidence, Communication Fiscal Solvency, Program, Services and Budget Alignment	
Forest Grove Elementary School Site Actionable Initiatives	
Strategy #4: Maintain a safe, clean and secure school environment	Forest Grove's cultural proficiency team will work together to create professional development for staff to be shared at staff meetings in which challenges regarding diversifying curriculum & communication is the focus. Challenges for classroom teachers to implement that address our site cultural proficiency focus will be held.
Staff Responsible	Admin, Cultural Proficiency Team, All Staff
Metrics	<ul style="list-style-type: none"> • Increased collaboration and communication with cultural proficiency team and all staff
Progress Indicators	<ol style="list-style-type: none"> 1. Number of staff meetings: Cultural proficiency team will work with the district and site teams to develop 4 or more staff meetings where challenges regarding diversifying our curriculum/communication are addressed. 2. 5-6 cultural proficiency classroom challenges will be held in 90% of classrooms

Robert H. Down Elementary School Site Actionable Initiatives	
Strategy #4: Maintain a safe, clean, and secure school environment	RHD will strive to provide a safe environment for staff, students, and parents by meeting the goals set in the RHD Safe School Plan, update the plan each year, and add behavior data and response professional development for staff and parents.
Staff Responsible	Administration, Site Council, 5th grade teachers proctoring the SEL CORE and Healthy Kids surveys, 3rd & 4th grade teachers proctoring the SEL CORE surveys.
Metrics	<ul style="list-style-type: none"> • CA Healthy Kids Survey • CORE SEL Survey • RHD Parent Safety Meeting Participation rate • Circles of Caring Occuring in Each Classroom • Toolbox Tuesday Lessons Each Week in PE
Progress Indicators	<ol style="list-style-type: none"> 1. CA Healthy Kids results will reflect a 5% reduction in bullying behaviors and that RHD is perceived as a safe school to attend, work at, and to send a student. 2. CORE SEL Surveys will reflect a 5% increase from 2022-2023 results in students' overall healthy perceptions. 3. Grades Kindergarten-5 will have continuing anti-bullying messages provided throughout the year with Circle of Caring meetings in classrooms, Toolbox Tuesday lessons in PE, and classroom discussions with the principal. CA Healthy Kids bullying questions will have 10% reduction in School Plan for

	Student Achievement (SPSA) Page 44 of 70 Robert Down Elementary School Metric/Indicator Baseline/Actual Outcome Expected Outcome Stop, Walk, and Talk posters provided throughout RHD building. CA Healthy kids responses provided 11-22% reduction in bullying questions. responses of bullying occurrences.
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Pacific Grove Middle School Site Actionable Initiatives	
Strategy # 3: Social Emotional	Through several staff training opportunities on Restorative Practices, Open Parachute SEL curriculum, and the Advisory School Climate Committee, we will focus on improving our School Connectedness by 10% as measured on the California Healthy Kids Survey comparing the 2022/23 scores with the 2023/24 school year.
Staff Responsible	Administration, staff, Tosa, counseling department, Advisory Committee
Metrics	<ul style="list-style-type: none"> CalHope Funding for Open Parachute curriculum, Advisory School Climate committee no funds necessary (adjunct duty)
Progress Indicators	<ol style="list-style-type: none"> California Healthy Kids Survey, CoreSEL survey results, Olweus Survey Results, PGMS Student Inclusivity survey results, counseling referrals, disciplinary referrals and attendance rates

Pacific Grove High and Community High School Site Actionable Initiatives	
Strategy #3: Fiscal Solvency	Develop a master schedule that takes into consideration the needs of various stakeholders, including students, teachers, administrators, and the budget (FTE). A balanced and fiscally responsible master schedule is important to ensure efficient use of resources, provide equal opportunities for students, and maintain financial stability within the school/district.
Staff Responsible	Site administration in collaboration with the Director of Human Resources, site counselors, and teachers.
Metrics	<ul style="list-style-type: none"> Course requests. FTE allotment.
Progress Indicators	<ol style="list-style-type: none"> Balanced master schedule that maximizes FTE

Pacific Grove Adult School Site Actionable Initiatives	
Strategy #4: Safety	<ul style="list-style-type: none"> Provide Big 5 training to site personnel Develop, submit and maintain school site safety plan relevant to CSSP guidelines Conduct site safety survey and walkthrough with Kimball and Associates to ensure campus safety, and inform staff of current protocols Maintain close partnership with local law enforcement and district School Resource Officer in order to provide for a safe environment.
Staff Responsible	Barbara Martinez

Metrics	<ul style="list-style-type: none"> Site safety plans approved (by District Admin) and sent to the Monterey County Office of Education March 01, 2024 By August 30, 2023 all school site staff to be trained in BIG FIVE Emergency Response Protocols. Provide site specific Big 5 training and participate in school site safety drills
Progress Indicators	1. Attendance verified for safety professional development

Student Services Actionable Initiatives	
Strategy #3: Fiscal Solvency	Ensure that Special Education expenditures for staffing, materials and supplies do not exceed allocations for the 2023-24 school year .
Staff Responsible	Director Cork- Anthony working in collaboration with the Fiscal Department
Metrix	<ul style="list-style-type: none"> Student Services budget spreadsheets
Progress Indicators	<ol style="list-style-type: none"> Director Cork- Anthony to use Escape and spreadsheet to track monthly expenditures. Monthly meeting with the Fiscal Department to align the Student Services spreadsheet with fiscal information(expenditures, resource/object codes)

Curriculum and Instruction Actionable Initiatives	
Strategy #3: The curriculum website will be employed to deliver timely, relevant, and accurate information.	<ul style="list-style-type: none"> The curriculum department will regularly add resources to deliver timely, relevant, and accurate cultural proficiency information. The curriculum department will redesign its website to make information easily accessible for the public to maintain transparency and inform the public.
Staff Responsible	Director Roggeman working in collaboration with district staff
Metrics	<ul style="list-style-type: none"> We will measure the number of views that our video and podcast content receive. We will complete the redesign of our website by the end of November, 2023.
Progress Indicators	<ol style="list-style-type: none"> Video and podcast content will receive 100 views/listens. 100% of the redesign will be complete.

Educational Technology and Information Technology Actionable Initiatives	
Strategy #3: Measure A	Ensure technology expenditures do not exceed biannual Measure A spending allocation and are aligned with the district's long term technology budget development process.
Staff Responsible	Director Binder, Director Algaze
Metrics	<ul style="list-style-type: none"> Measure A Expenditure Lists June/July 2024, \$100k Remaining ESSR funds. Measure D
Progress Indicators	<ol style="list-style-type: none"> Spreadsheet tracking expenditures including purpose category and location

	<ol style="list-style-type: none"> 2. Regular meetings with business office staff to confirm spending is not exceeding allocated funds 3. Obtaining feedback from Technology Committee to ensure expenditures are meeting the goals of the organization and sites 4. Provide status/progress reports to the Board and school community at regularly scheduled public meetings and staff meetings.
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Human Resources Actionable Initiatives	
Strategy #3: Collaborate with all internal stakeholders to identify issues early on and maintain District fiscal health	<p>Work with the Business office team to identify potential risks of insolvency or fiscal issues early on and address these timely (impacts and effects of collective bargaining agreements).</p> <p>Work with site administrators early on to accurately identify staffing needs.</p>
Staff Responsible	HR/Leadership Team/Business Team
Metrics	
Progress Indicators	<ol style="list-style-type: none"> 1. Regular meetings with the Business Team and admin to monitor and analyze enrollment and determine staffing needs. 2. Compliance with public disclosures of collective bargaining agreements prior to 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: 2023 State Testing Results

DATE: November 2, 2023

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

RECOMMENDATION:

The District Administration recommends the Board receive the following information about the 2023 state testing results for Pacific Grove Unified School District.

BACKGROUND:

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

INFORMATION:

Last Spring's SBAC tests in English language arts and mathematics marked the second administration of state tests since we returned to school after the pandemic. While 2022's testing provided a baseline end of year data point for our students coming out of the pandemic, the 2023 results showed that the effects of the pandemic cannot be remedied in a single year. Through the tireless work of our certificated and classified classroom staff, most of our students maintained the performance levels from the previous year. When compared to statewide and countywide results, this is no small feat. As always, state testing results represent a single snapshot at the end of an academic year. To get a more accurate view of a student's mastery of subject matter, multiple measures must be considered to develop an accurate assessment of student progress.

An analysis of this year's data shows that Pacific Grove Unified School District's testing results continue to be among the highest in Monterey County. With 70.03% of students meeting or exceeding the grade level standard in English language arts, we rank second countywide. We also rank second among school districts in Monterey County in math with 56.88% meeting or exceeding grade level standards.

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

1. An analysis of the performance of our targeted student populations in the various subjects tested. These populations include economically disadvantaged youth, Hispanic students, English learners, reclassified fluent English proficient (RFEP) students, and our students with disabilities.

2. A grade-by-grade comparison of testing results from 2019, 2022, and 2023. We include English language arts, mathematics, and science in this comparison.
3. An analysis of the performance of the students at our two elementary schools.
4. A comparison of our 2021, 2022 and 2023 ELPAC scores.

Our presentation will also include testing results from Monterey County and California's statewide performance.

FISCAL IMPACT:

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



2023 PGUSD State Testing Results

Buck Roggeman

Director of Curriculum & Special Projects

broggeman@pgusd.org

November 2, 2023

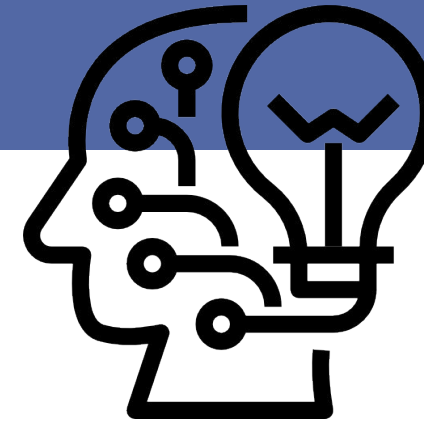
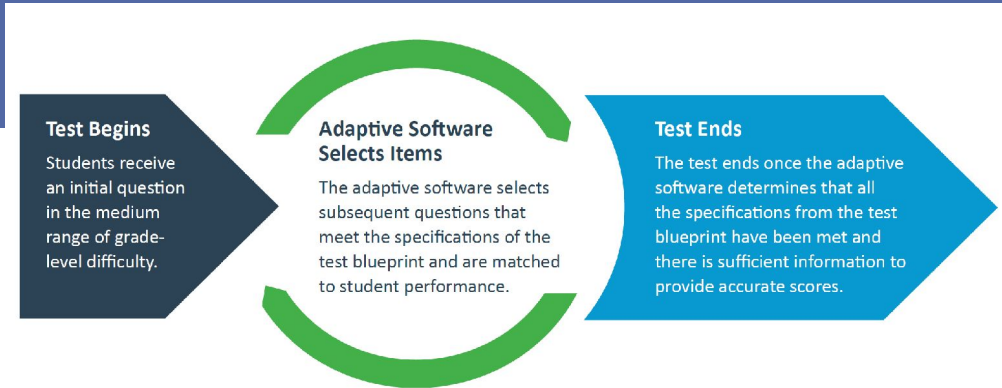




The Assessments

- SBAC English Language Arts (grades 3-8, 11)
- SBAC Mathematics (grades (3-8, 11)
- California Science Test (grades 5, 8, 11/12)
- ELPAC (all English learners)

SBAC ELA & Math



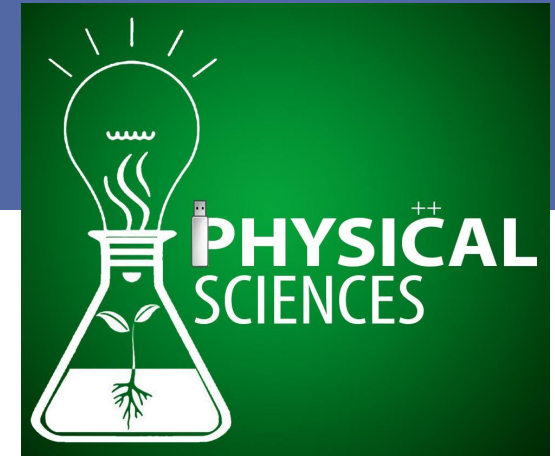
Computer Adaptive Test

- Students receive a medium range question
- Adaptive software adjusts based on response
- Student response levels used to calculate progress toward standard

Performance Task

- Students given a task – written response or multi-step math task
- Requires more complex thinking
- Assesses multiple standards

California Science Test



Next Generation Science Standards

- Measures what students know and can do using NGSS
- Focuses on concepts found in life science, earth and space science, and physical science.

Test Format

- Computer adaptive test
- 2-3 performance tasks

English Language Proficiency Assessments of California

What Does the ELPAC Test?

The ELPAC tests four different domain areas:

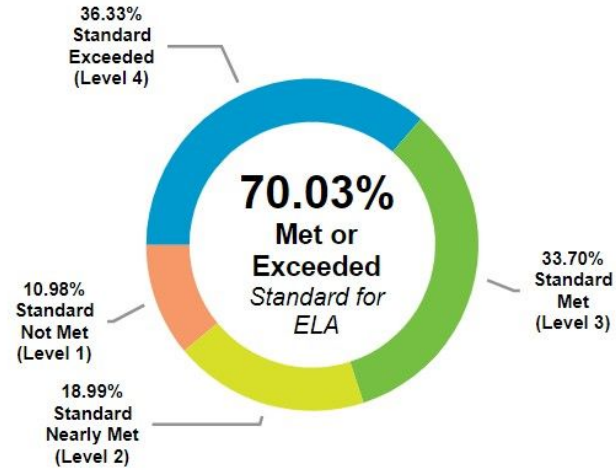


Estimated Testing Time	Grade K-2	Grades 3-8
Listening	25 minutes	35 minutes
Reading	15-20 minutes	45 minutes
Writing	10 minutes	45 minutes
Speaking	10-15 minutes	15 minutes
Total Testing Time	60 - 70 minutes	85 - 110 minutes

Overall 2022-2023 (912 students)

ELA

Percent of students within each achievement level

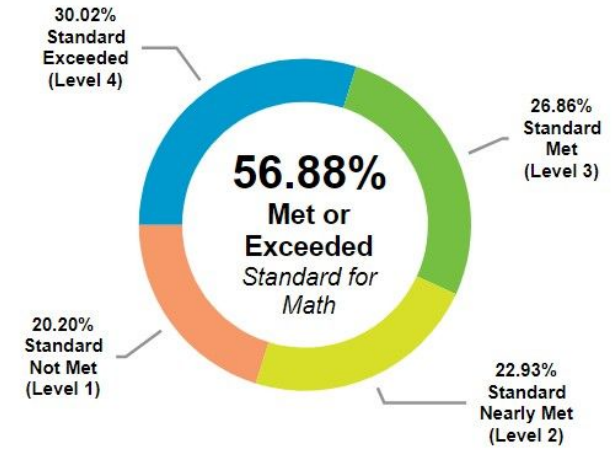


[VIEW ELA DETAILED TEST RESULTS](#)

Mathematics

INFORMATION/DISCUSSION C

Percent of students within each achievement level

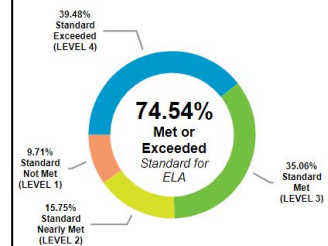


[VIEW MATH DETAILED TEST RESULTS](#)

Overall 2021-2022 (927 students)

ELA

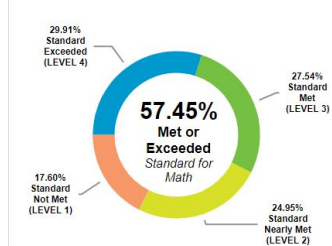
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

Mathematics

Percent of students within each achievement level

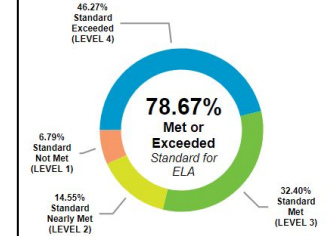


[VIEW MATH DETAILED TEST RESULTS](#)

Overall 2018-2019 (1,032 students)

ELA

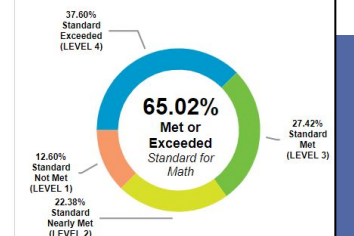
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

Mathematics

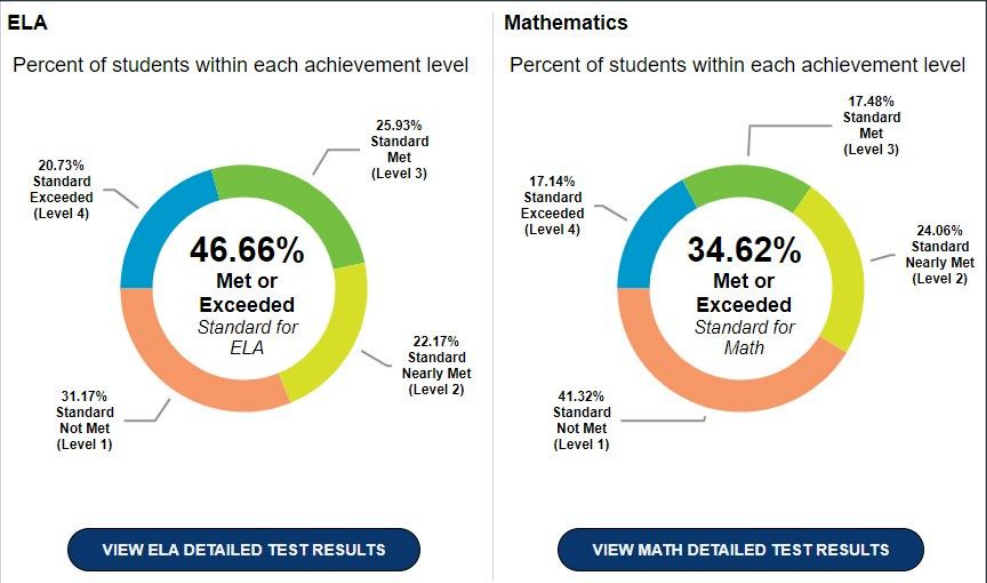
Percent of students within each achievement level



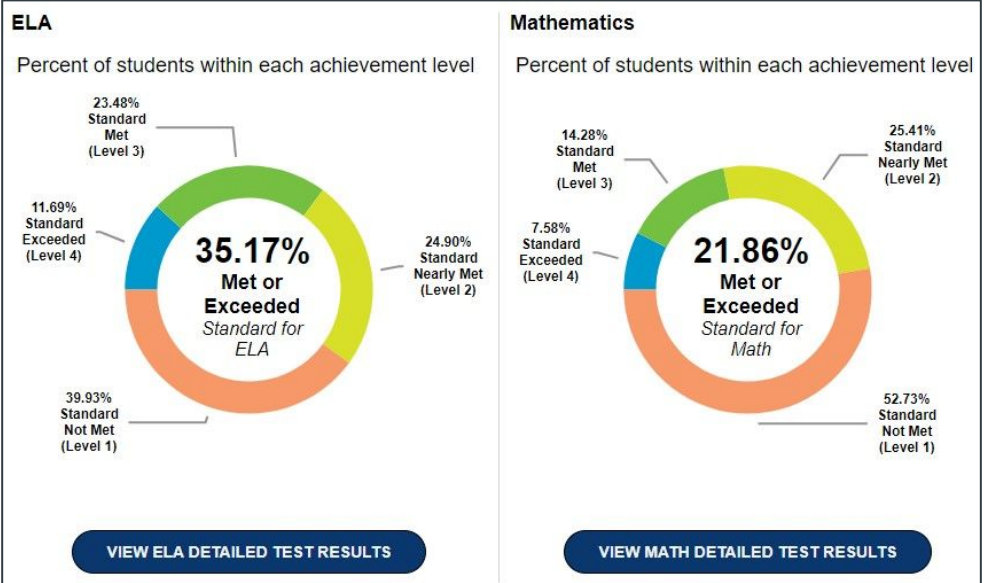
[VIEW MATH DETAILED TEST RESULTS](#)

State & County 2022-2023 Overall

California



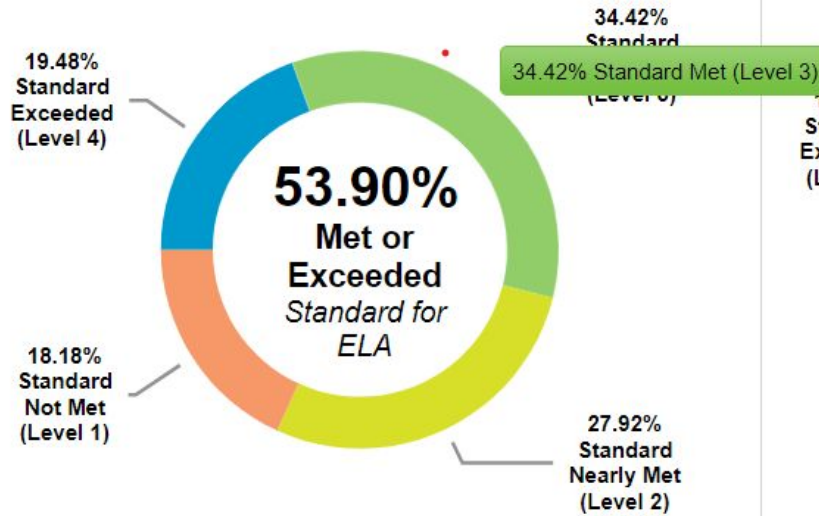
Monterey County



SED Youth 2022-2023 (154 students)

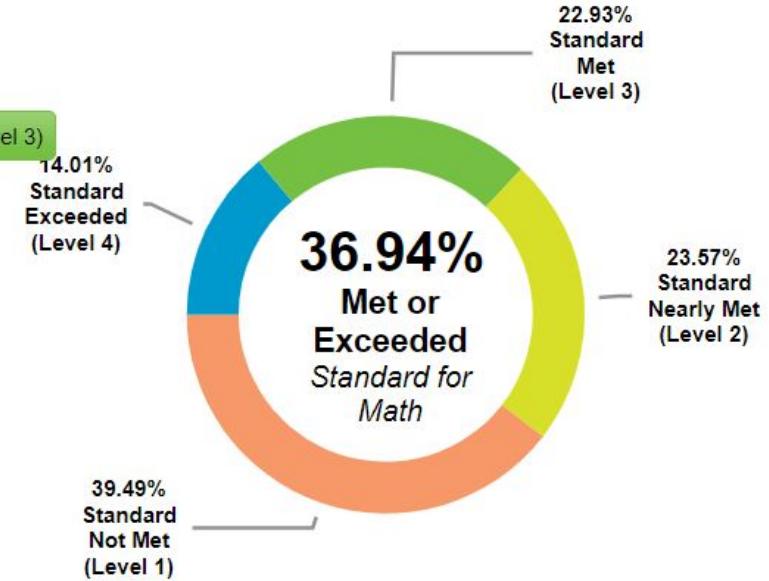
ELA

Percent of students within each achievement level



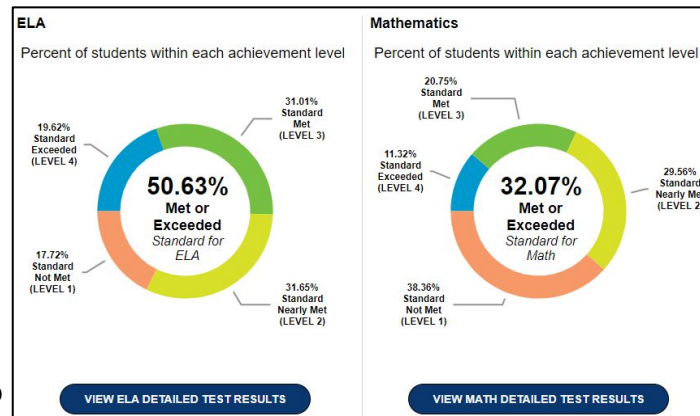
Mathematics

Percent of students within each achievement level

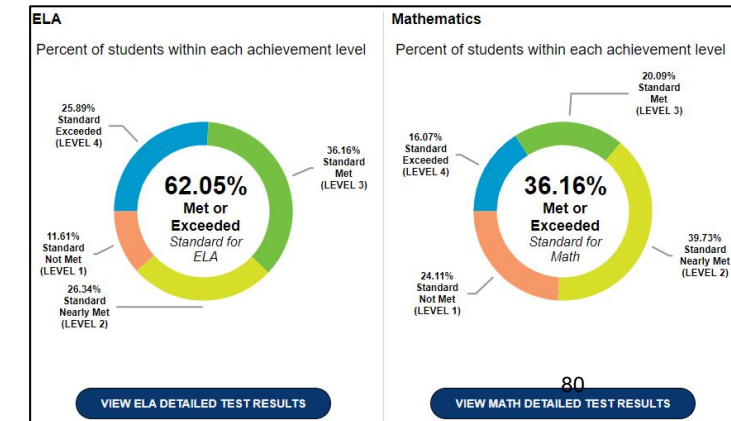


INFORMATION/DISCUSSION C

SED Youth 2021-2022 (158 students)



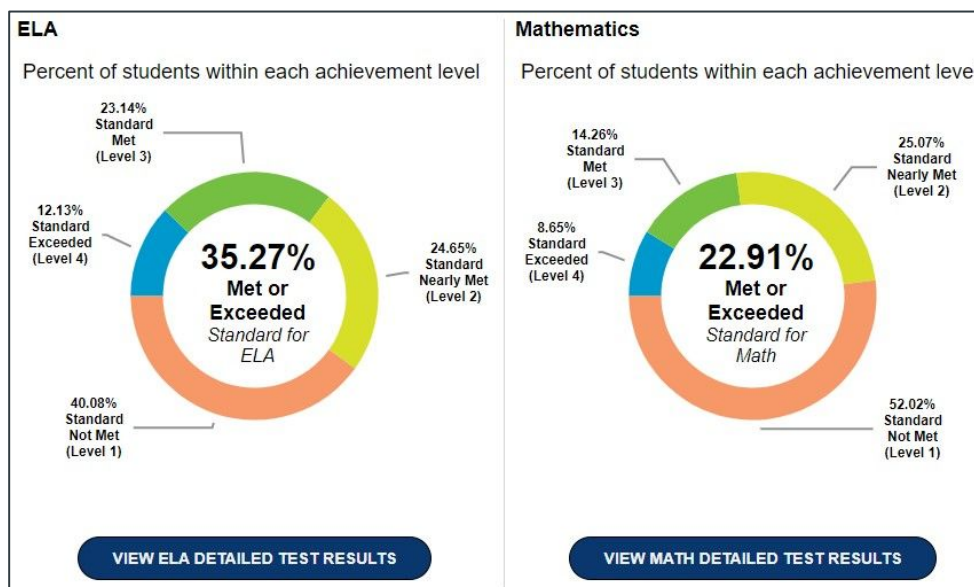
SED Youth 2018-2019 (224 students)



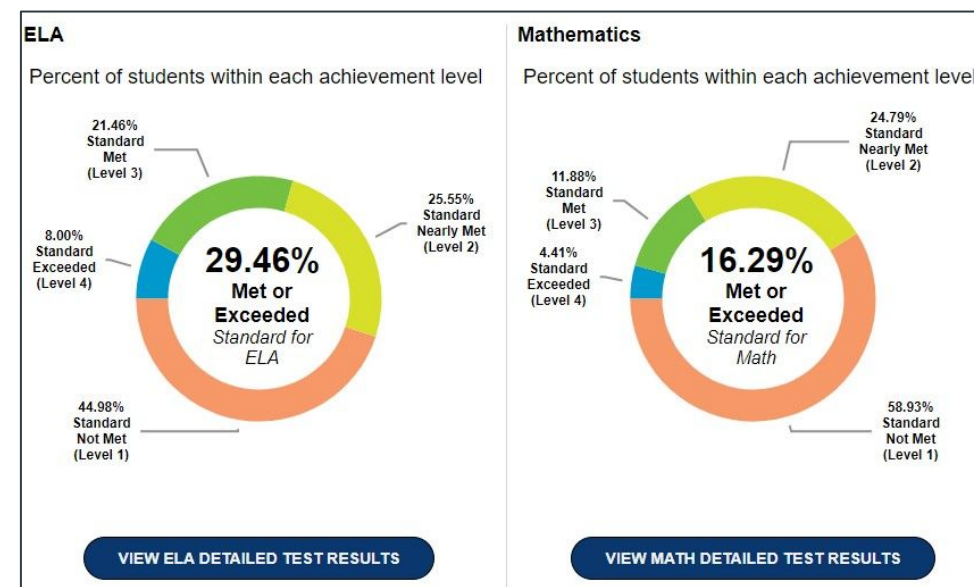
State & County 2022-2023 SED

INFORMATION/DISCUSSION C

California



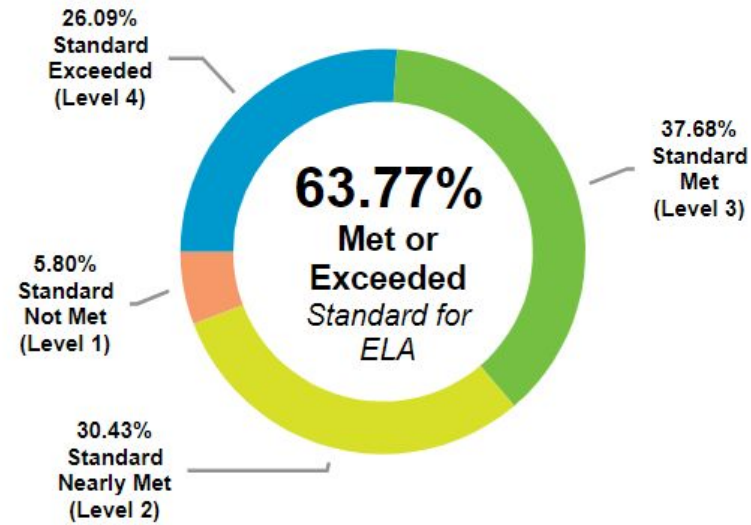
Monterey County



Hispanic 2022-2023 (188 students)

ELA

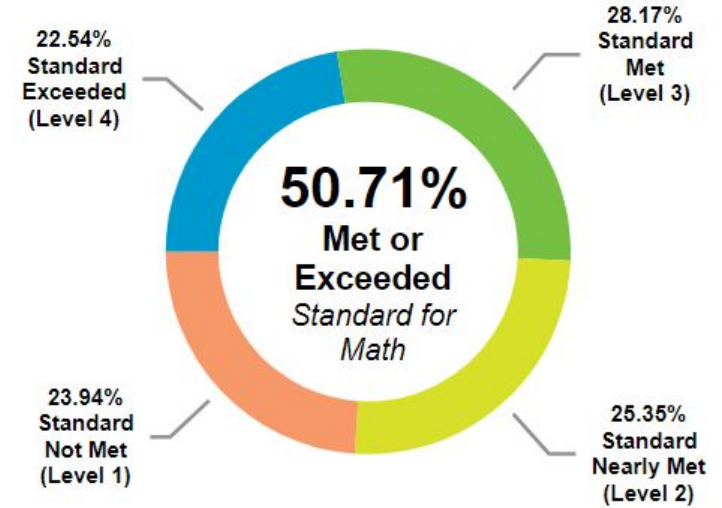
Percent of students within each achievement level



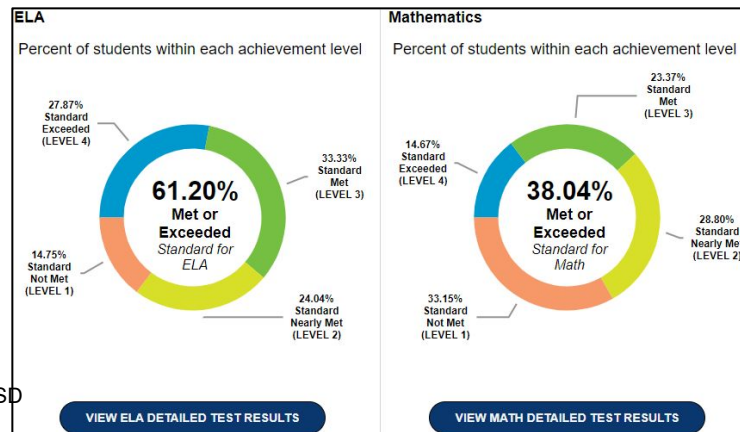
Mathematics

INFORMATION/DISCUSSION C

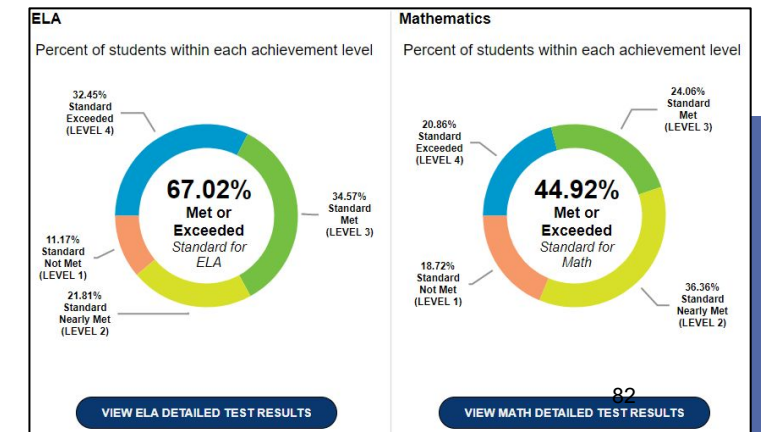
Percent of students within each achievement level



Hispanic Students 2021-2022 (184 students)



Hispanic Students 2018-2019 (188 students)



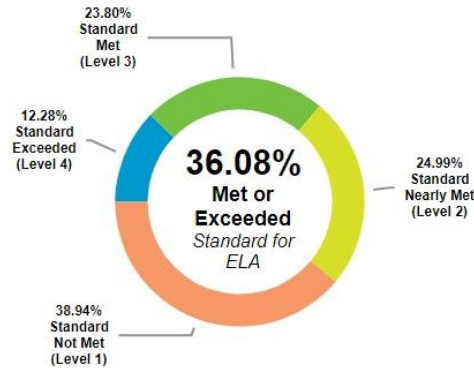
State & County 2022-2023 Hispanic

INFORMATION/DISCUSSION C

California

ELA

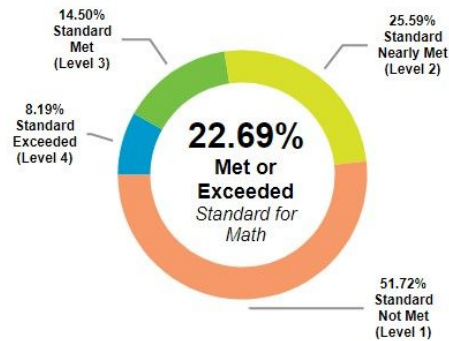
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

Mathematics

Percent of students within each achievement level

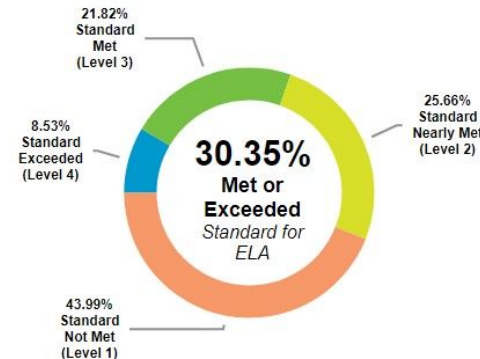


[VIEW MATH DETAILED TEST RESULTS](#)

Monterey County

ELA

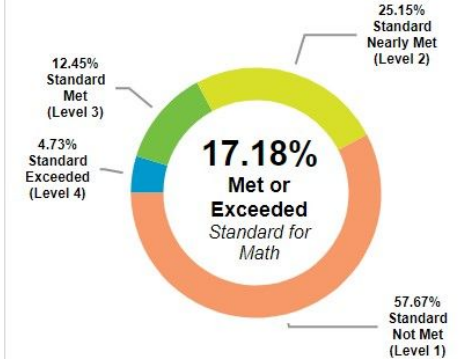
Percent of students within each achievement level



[VIEW ELA DETAILED TEST RESULTS](#)

Mathematics

Percent of students within each achievement level



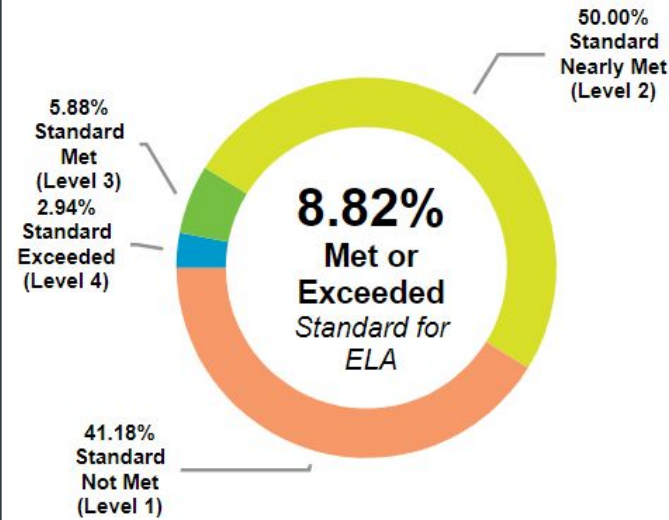
[VIEW MATH DETAILED TEST RESULTS](#)

English Learners 2022-2023 (34 students)

INFORMATION/DISCUSSION C

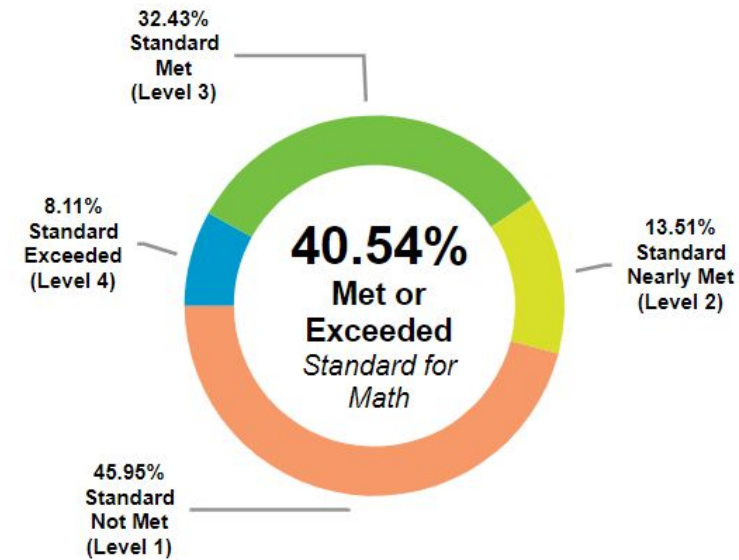
ELA

Percent of students within each achievement level

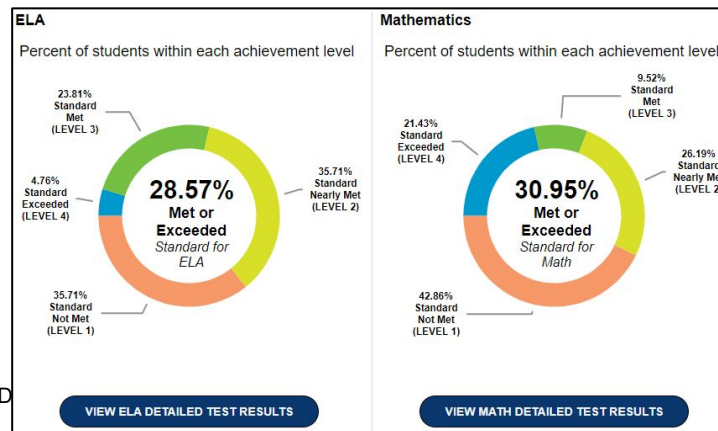


Mathematics

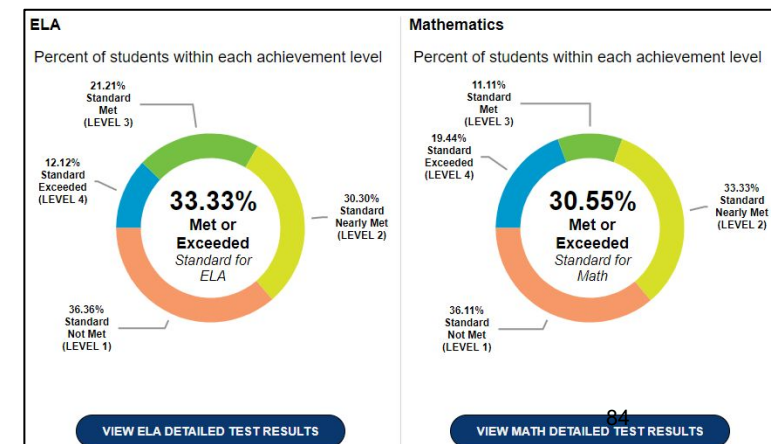
Percent of students within each achievement level



English Learners 2021-2022 (42 students)

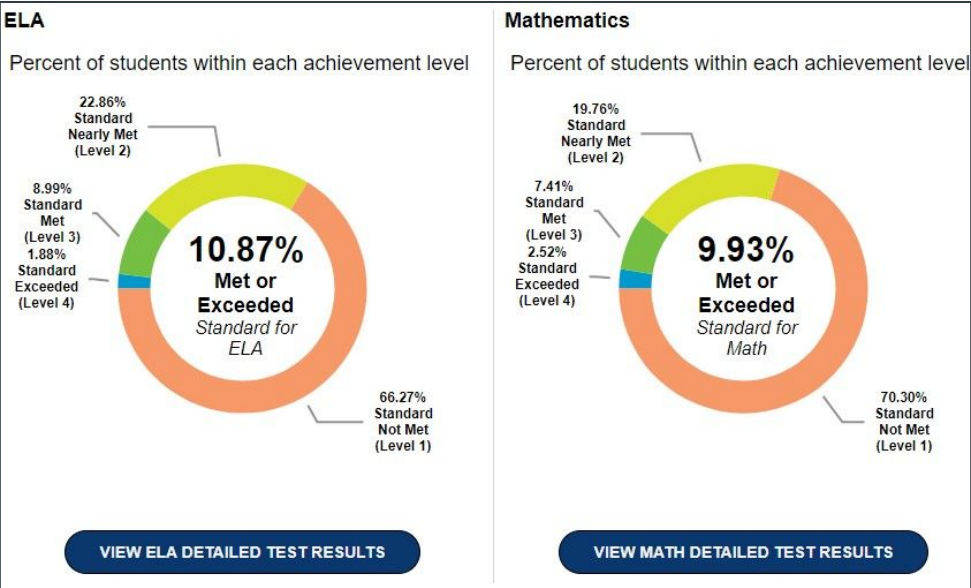


English Learners 2018-2019 (36 students)

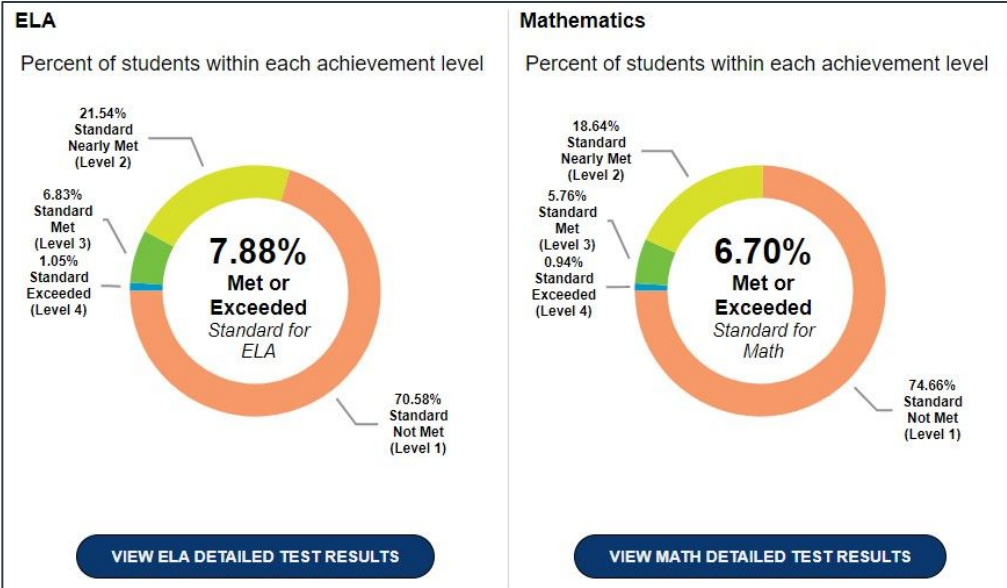


State & County 2022-2023 English Learners

California



Monterey County



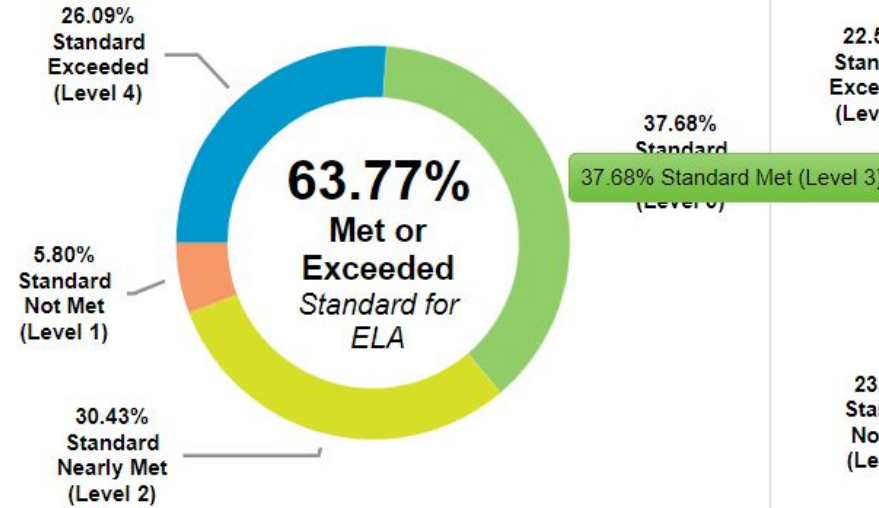
RFEP

2022-2023

(71 students)

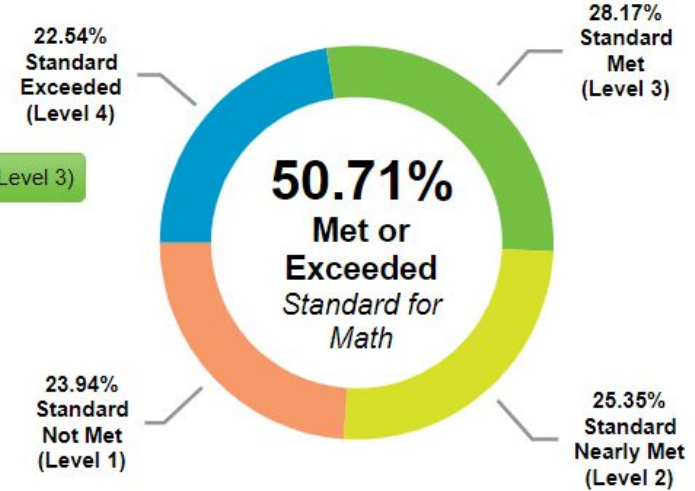
ELA

Percent of students within each achievement level



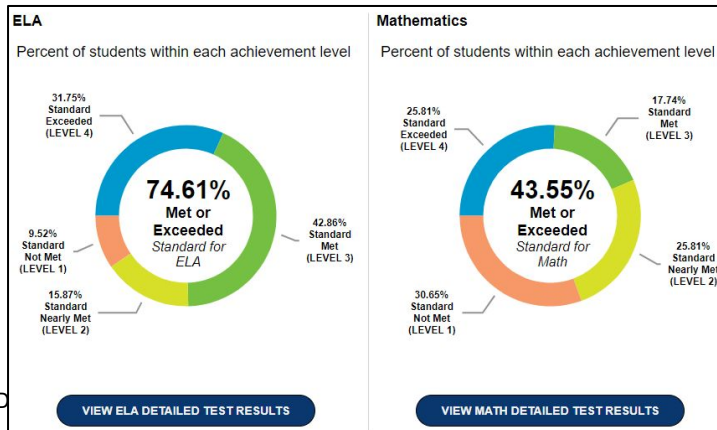
Mathematics

Percent of students within each achievement level

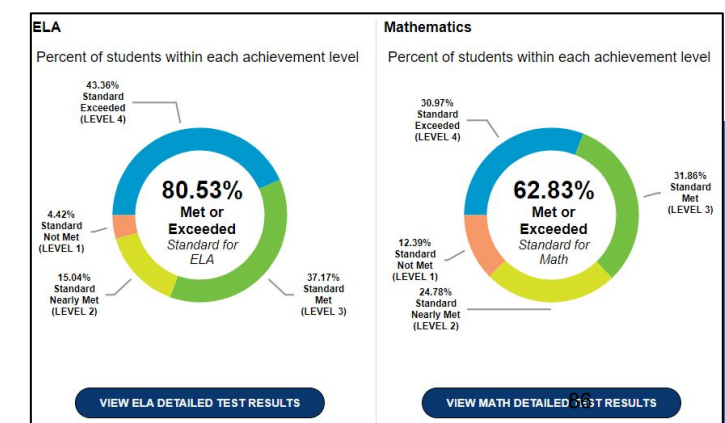


INFORMATION/DISCUSSION C

Reclassified FEP 2021-2022 (63 students)



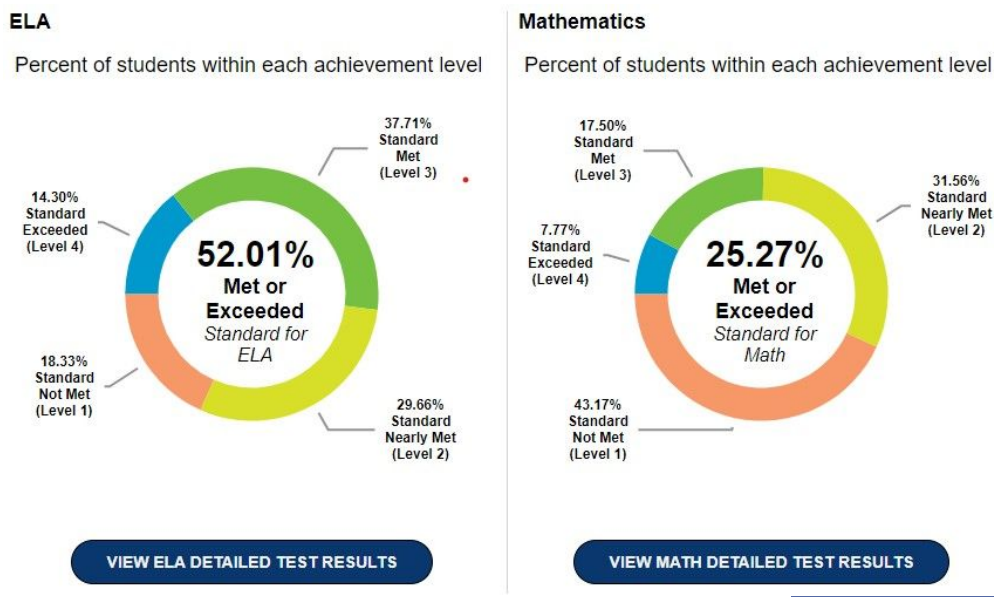
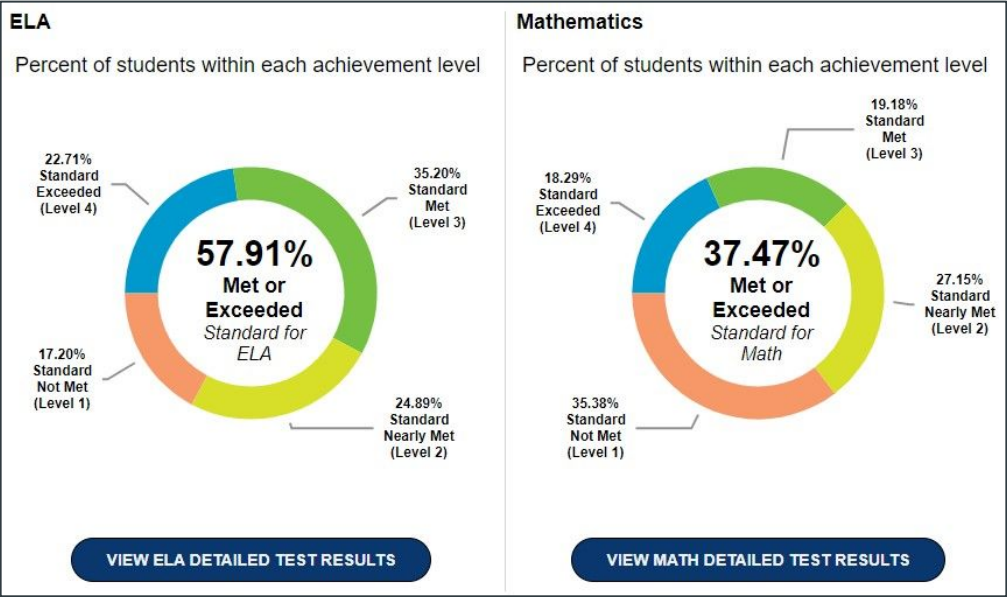
Reclassified FEP 2018-2019 (113 students)



State & County 2022-2023 RFEP

California

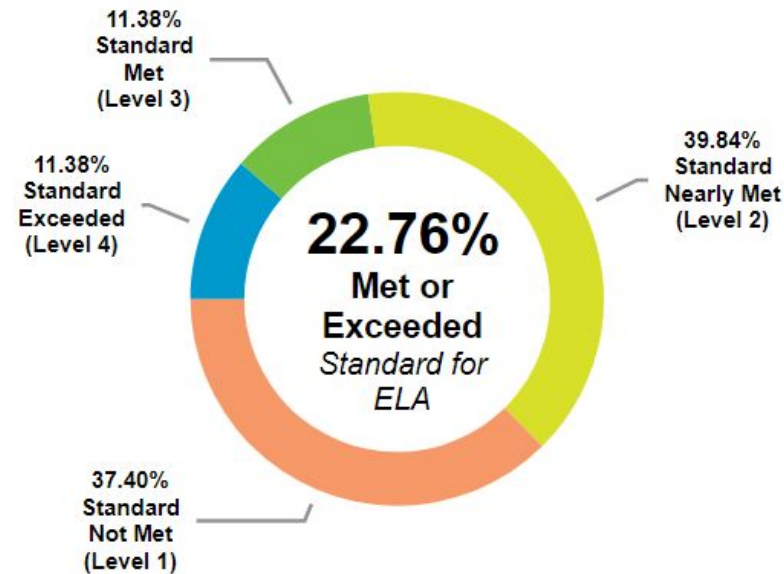
Monterey County



Students with Disabilities 2022-2023 (123 students)

ELA

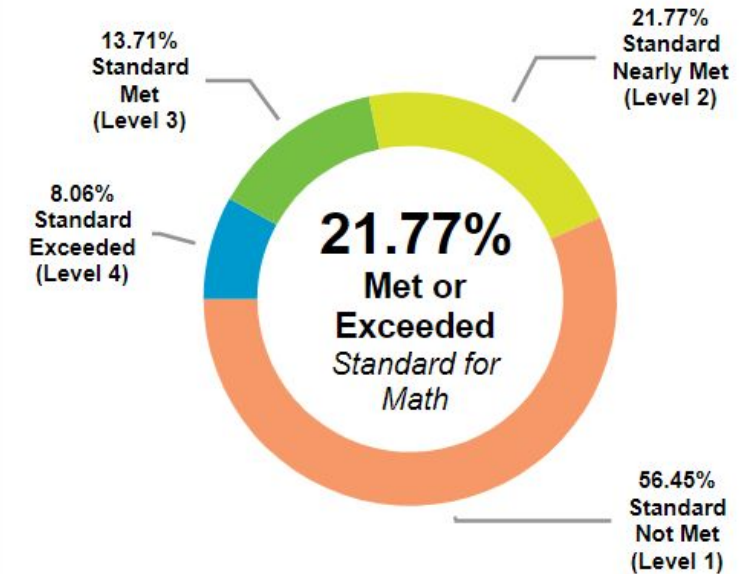
Percent of students within each achievement level



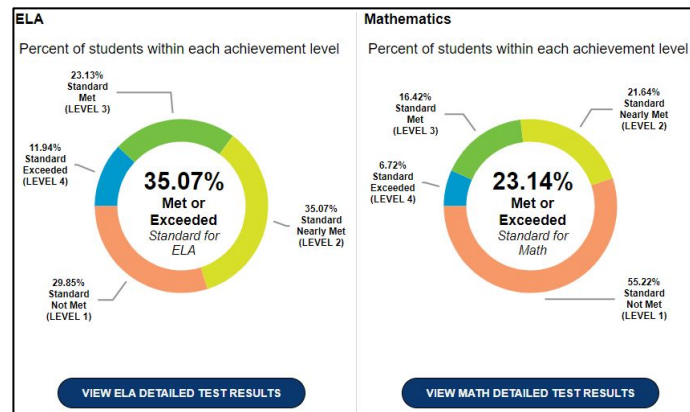
Mathematics

INFORMATION/DISCUSSION C

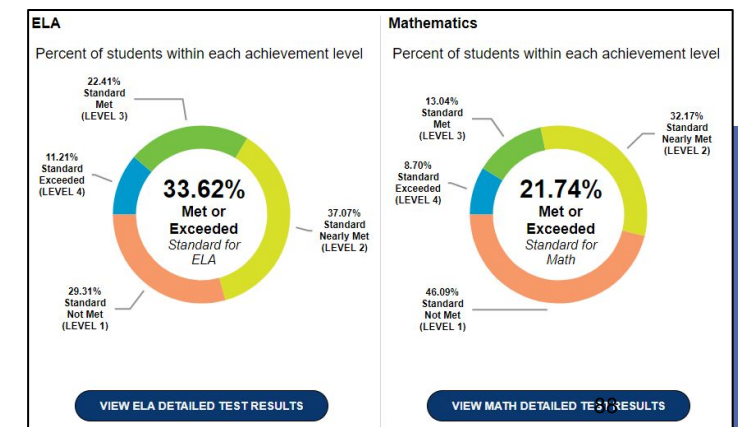
Percent of students within each achievement level



Students with Disabilities 2021-2022 (134 students)

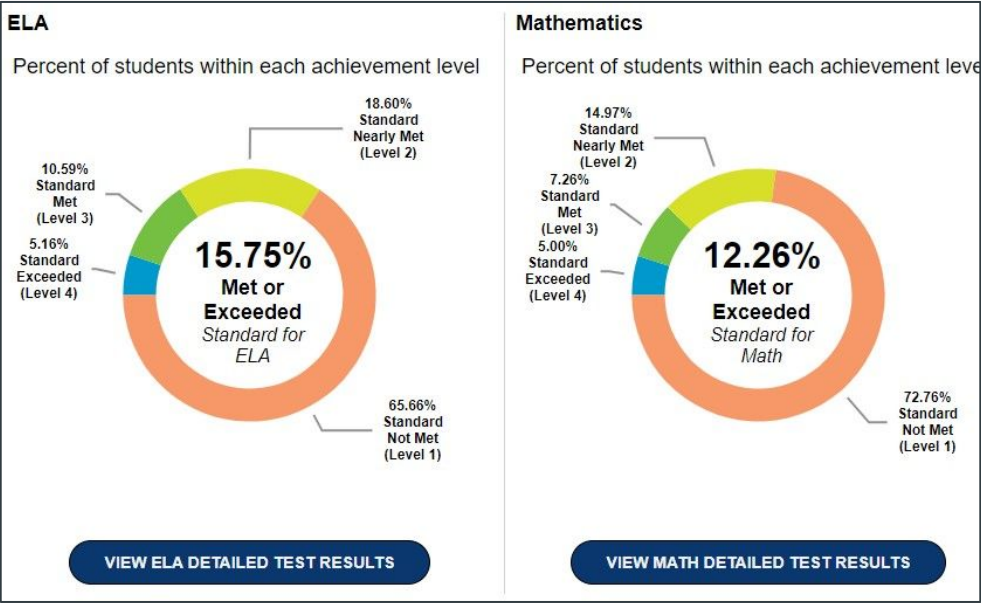


Students with Disabilities 2018-2019 (116 student)

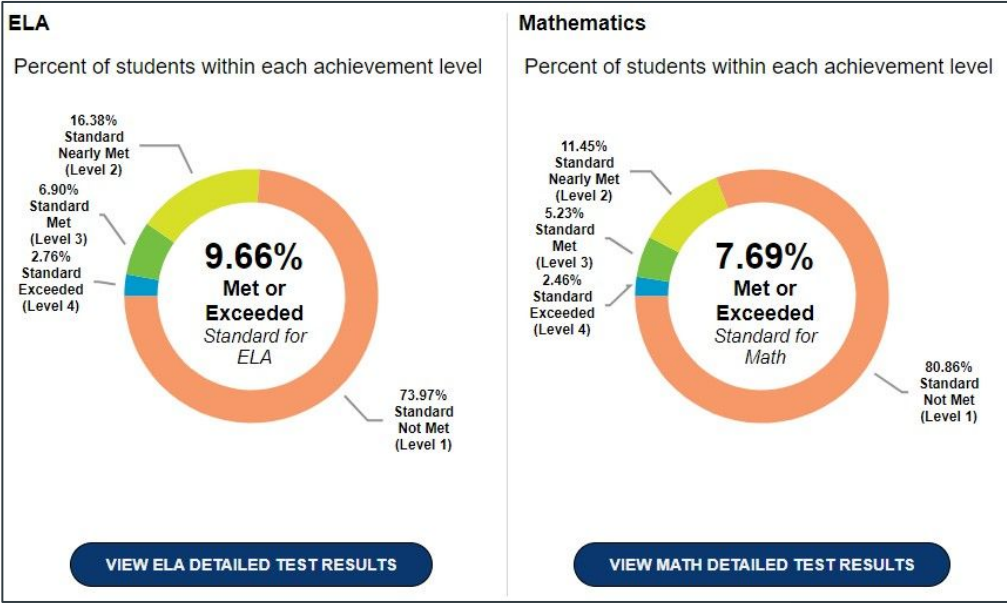


State & County 2022-2023 SWD

California



Monterey County



PGUSD ELA Comparison 2019/2022/2023

INFORMATION/DISCUSSION C

Grade	Year	Students Tested	Did Not Meet Standard	Nearly Met Standard	Met Standard	Exceeded Standard	Met + Exceeded
3	2018-19	130	6%	23%	22%	47%	69%
3	2021-22	129	14%	14%	24%	45%	69%
3	2022-23	137	11%	22%	26%	41%	67%
4	2018-19	152	10%	14%	25%	50%	75%
4	2021-22	139	10%	16%	23%	49%	72%
4	2022-23	133	22%	10%	28%	40%	68%
5	2018-19	128	10%	11%	31%	46%	77%
5	2021-22	144	9%	13%	36%	40%	76%
5	2022-23	128	13%	16%	32%	39%	71%
6	2018-19	174	2%	12%	40%	44%	84%
6	2021-22	133	9%	22%	41%	26%	67%
6	2022-23	149	4%	23%	33%	40%	73%
7	2018-19	140	3%	11%	45%	40%	85%
7	2021-22	136	5%	16%	47%	30%	77%
7	2022-23	138	12%	21%	41%	26%	67%
8	2018-19	159	4%	18%	37%	38%	75%
8	2021-22	123	8%	14%	41%	35%	76%
8	2022-23	122	7%	24%	42%	27%	69%
11	2018-19	150	11%	10%	22%	56%	78%
11	2021-22	123	9%	11%	30%	48%	78%
PGUSD	2022-23	105	7%	16%	36%	41%	77%

Regular Meeting of November 2, 2023

PGUSD Math Comparison 2022-2023

INFORMATION/DISCUSSION C

Grade	Year	Students Tested	Did Not Meet Standard	Nearly Met Standard	Met Standard	Exceeded Standard	Met + Exceeded
3	2018-19	130	9%	20%	29%	41%	70%
3	2021-22	129	10%	17%	34%	37%	71%
3	2022-23	138	12%	12%	41%	35%	76%
4	2018-19	154	7%	26%	34%	31%	65%
4	2021-22	139	9%	25%	35%	29%	64%
4	2022-23	133	10%	27%	31%	32%	63%
5	2018-19	126	15%	19%	23%	41%	64%
5	2021-22	144	20%	27%	26%	26%	52%
5	2022-23	128	23%	27%	21%	29%	50%
6	2018-19	173	12%	21%	27%	38%	65%
6	2021-22	133	19%	32%	21%	26%	47%
6	2022-23	150	15%	25%	27%	33%	60%
7	2018-19	141	10%	29%	25%	34%	59%
7	2021-22	134	20%	26%	24%	28%	52%
7	2022-23	138	22%	26%	25%	27%	52%
8	2018-19	158	14%	22%	18%	44%	62%
8	2021-22	123	20%	26%	21%	31%	52%
8	2022-23	124	33%	21%	18%	28%	46%
11	2018-19	151	19%	15%	32%	31%	63%
11	2021-22	124	24%	16%	28%	30%	58%
11	PGUSD 2022-23	105	31%	22%	24%	23%	47%

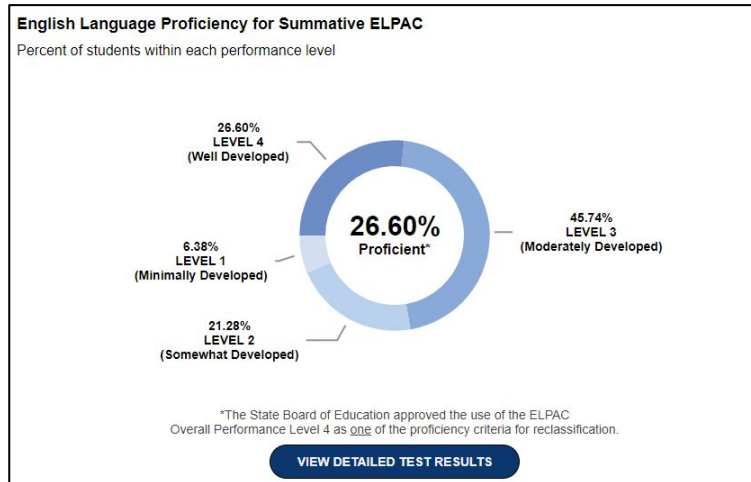
Regular Meeting of November 2, 2023

PGUSD Science Comparison 2019/2022/2023

Grade	Year	Students Tested	Standard Not Met	Standard Nearly Met	Standard Met	Standard Exceeded	Met + Exceeded
5	2018-19	126	4%	38%	28%	27%	55%
5	2021-22	144	5%	34%	40%	18%	58%
5	2022-23	130	6%	35%	35%	28%	58%
8	2018-19	161	3%	35%	34%	27%	61%
8	2021-22	122	4%	35%	36%	24%	60%
8	2022-23	125	5%	39%	34%	22%	56%
11	2018-19	152	5%	45%	31%	17%	48%
12	2018-19	130	7%	53%	26%	13%	39%
12	2021-22	118	5%	39%	38%	16%	54%
11	2022-23	104	3%	46%	40%	11%	51%
12	2022-23	118	4%	38%	40%	18%	58%

Summative ELPAC Results 2021-2022 (94 students tested)

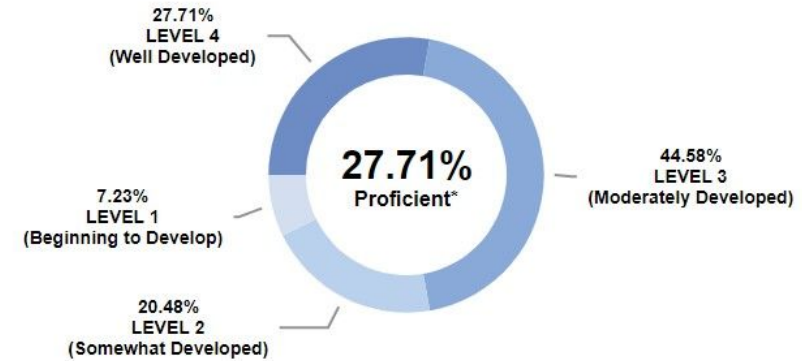
Summative ELPAC Results 2021-2022 (94 students tested)



English Language Proficiency for Summative ELPAC

Percent of students within each performance level

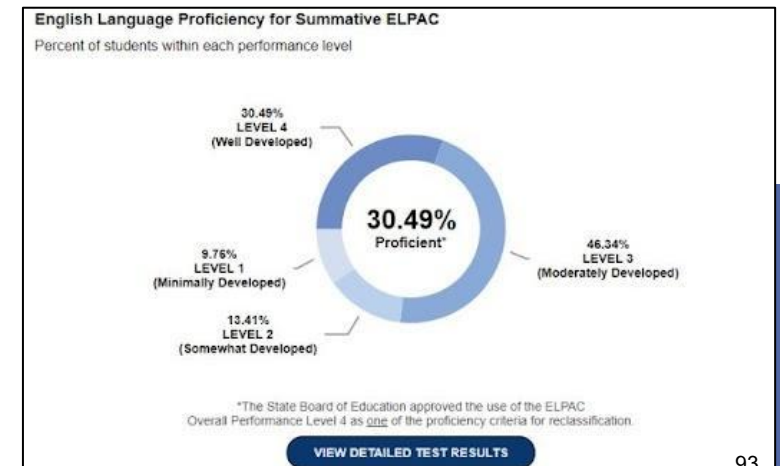
INFORMATION/DISCUSSION C



*The State Board of Education approved the use of the ELPAC Overall Performance Well Developed as one of the proficiency criteria for reclassification.

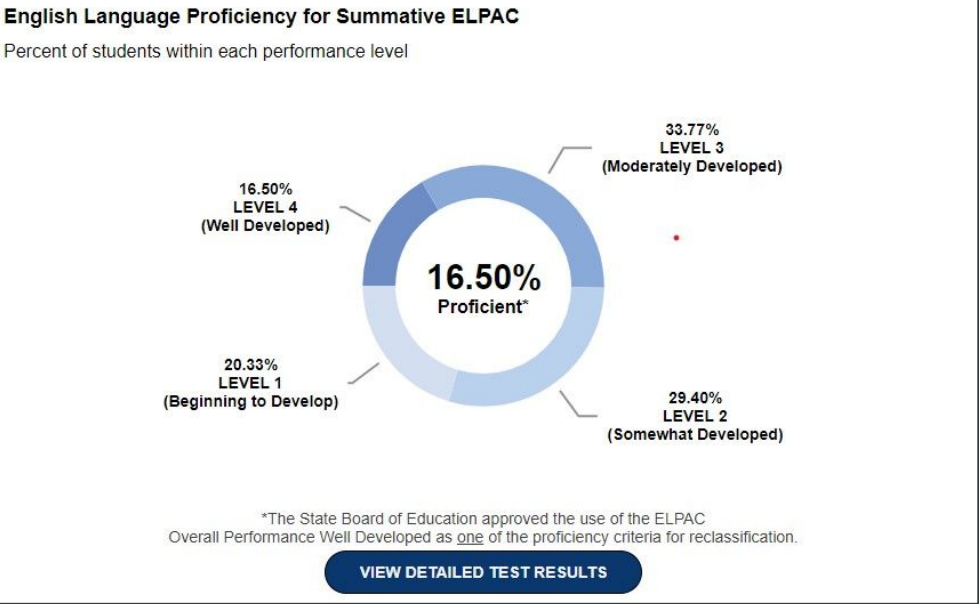
[VIEW DETAILED TEST RESULTS](#)

Summative ELPAC Results 2018-19 (82 students tested)

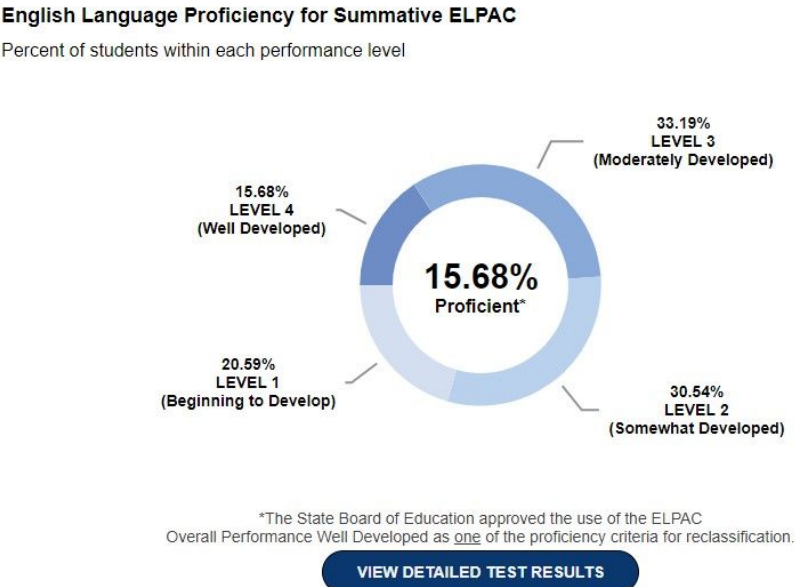


State & County 2022-2023 ELPAC

California



Monterey County



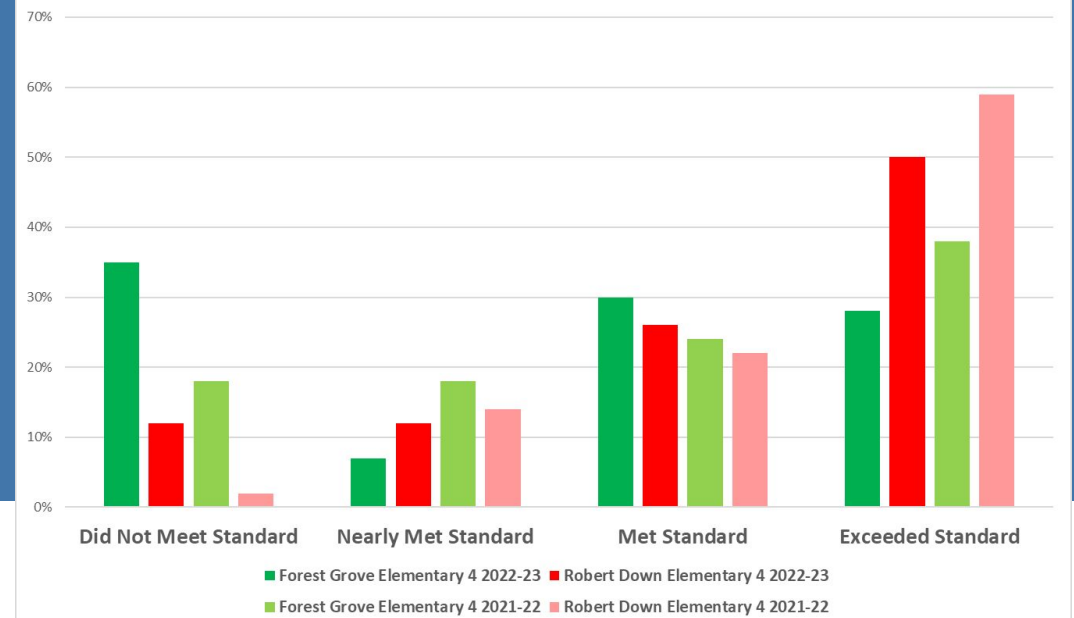
PGUSD Target Populations Forest Grove & Robert Down

School wide		
	Forest Grove	Robert Down
EDY	83	75
Hispanic	107	69
EL	34	12
RFEP	19	18
SWD	68	58
Grades 3-5		
	Forest Grove	Robert Down
EDY	43	36
Hispanic	51	40
EL	11	5
RFEP	16	9
SWD	44	32

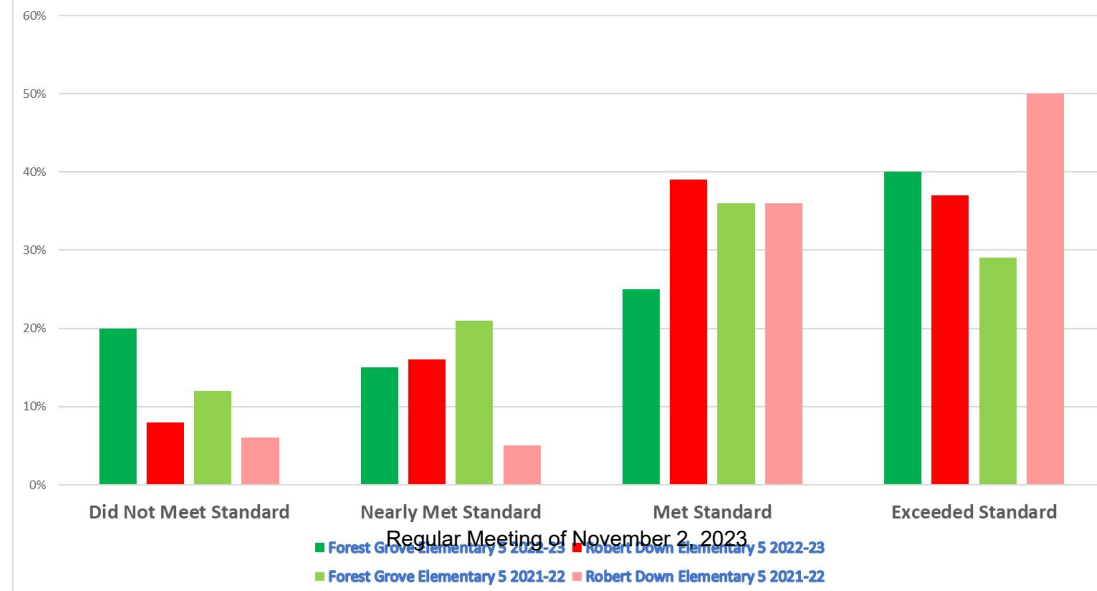
3rd Grade ELA 2022 v 2023



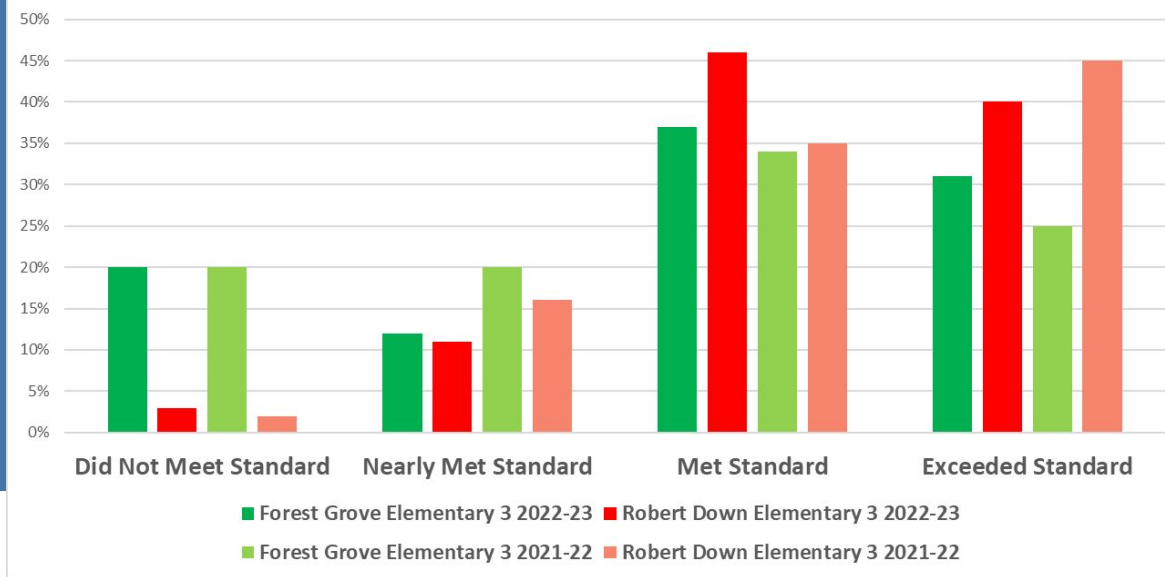
4th Grade ELA 2022 v 2023



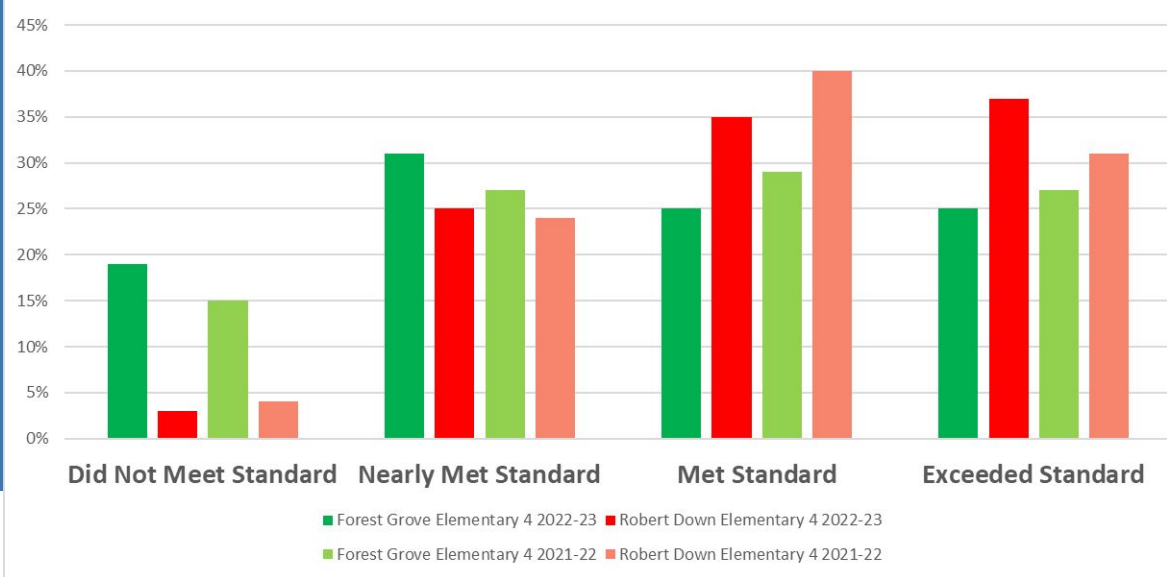
5th Grade ELA 2022 v 2023



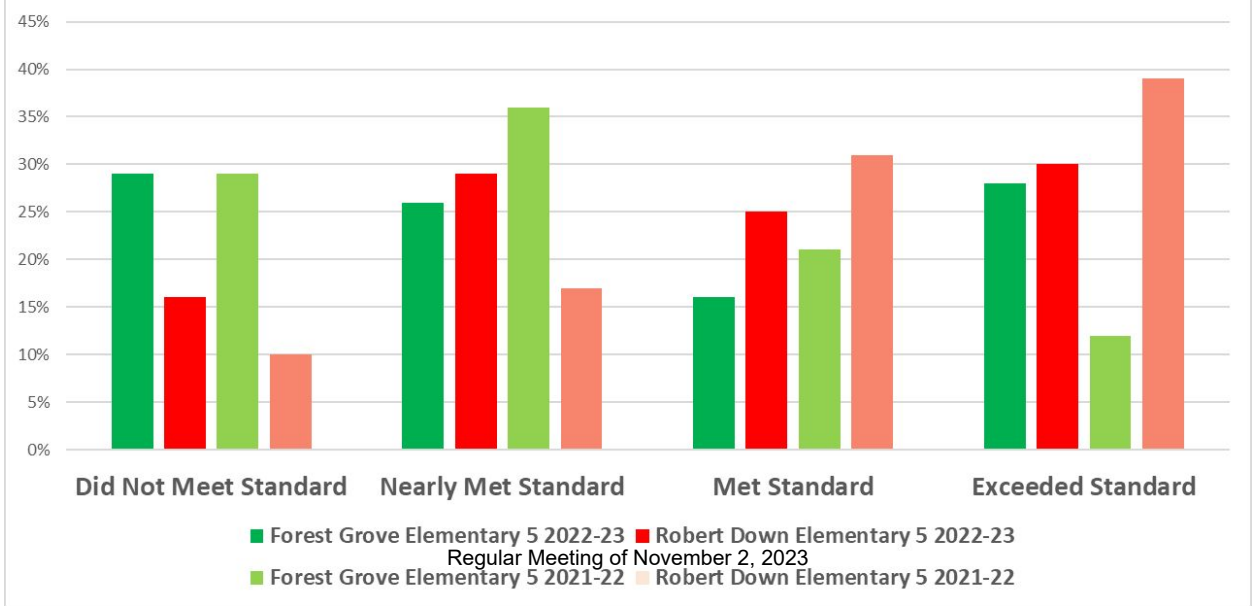
3rd Grade Math 2022 v 2023



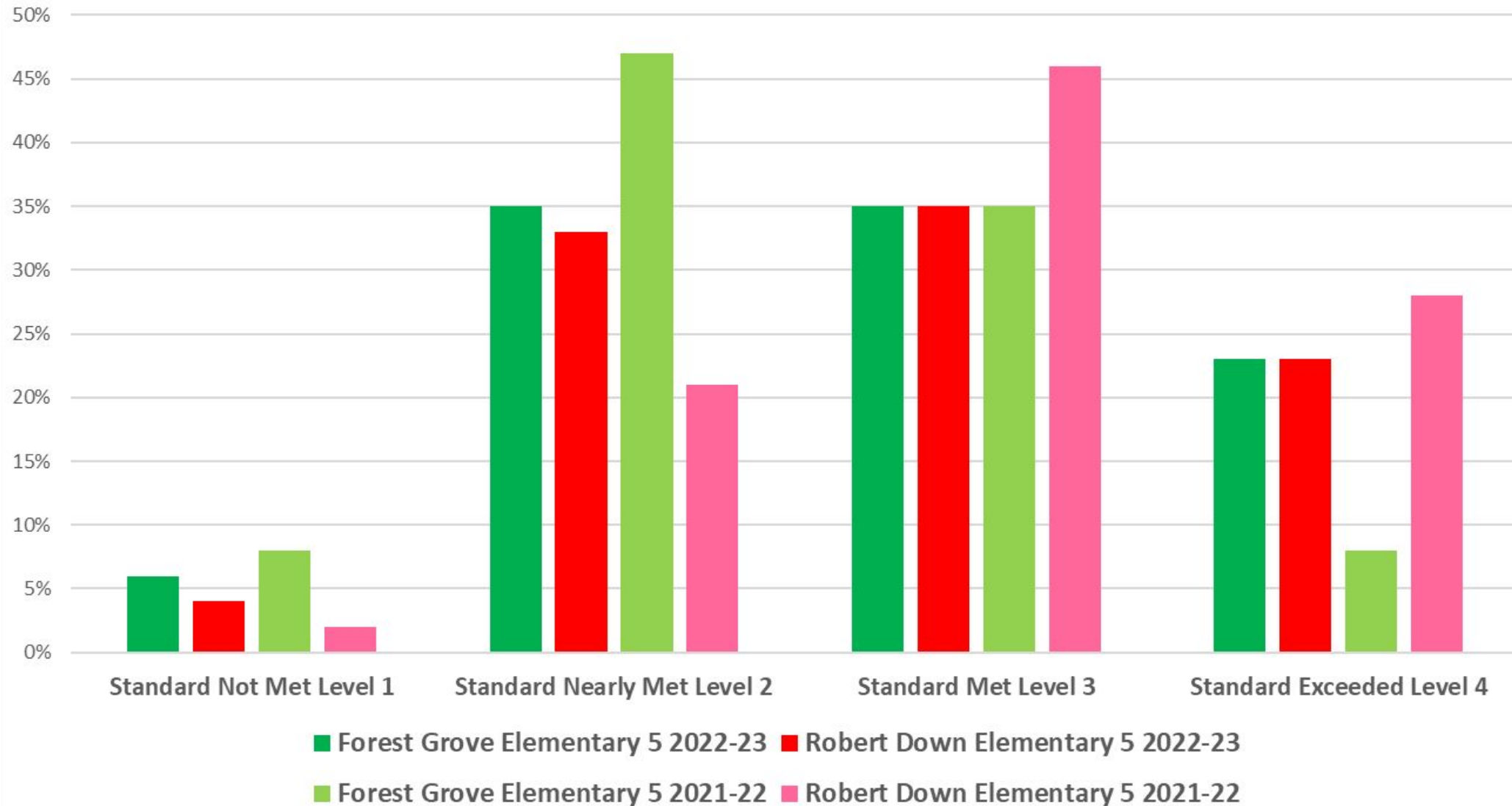
4th Grade Math 2022 v 2023



5th Grade Math 2022 v 2023



Forest Grove & Robert Down CAST 2022 v 2023





Take Aways

- PGUSD continues to score well above state and county performance levels.
- Many targeted student populations showed improvement in math.
- Targeted populations should remain a focus for all sites, with a particular focus on EL performance in English Language Arts.

☒ 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: November 2, 2023

PERSON(S) RESPONSIBLE: Joshua Jorn, Interim Superintendent

RECOMMENDATION:

The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

BACKGROUND:

Board Bylaw 9322 states in part that “Any member of the public or any Board member may request that a matter within the jurisdiction of the Board be placed on the agenda of a regular meeting. The request [from a member of the public] must be submitted to the Superintendent or designee with supporting documents and information ...”

INFORMATION:

Board members have the opportunity at the end of Open Session in a Regular Board meeting to request that items be added to the list for a future meeting. Depending upon the timeliness of the item, it may also be assigned a particular meeting date.

The following is a list of future agenda items as of the November 2, 2023 Regular Board Meeting:

- Added April 26, 2023: Sub Committee with the City of Pacific Grove (December 14, 2023)
- Added May 4, 2023: Equine Healing Collaborative (November 16, 2023)
- Added June 1, 2023: Review of the business contracts fingerprinting section (January 2024)
- Added August 3, 2023: Human Resources Organizational Review Plan (January 2023)
- Added September 7, 2023: Board Cultural Proficiency Training
- Added September 21, 2023: Board self-evaluation
- Added September 21, 2023: Common school year calendar with surrounding Districts
- Added September 21, 2023: Comprehensive School Safety Plan- LGBTQ+ Student Safety Component (January 2024)
- Added September 21, 2023: Staff support for combating incidents of racism (Ongoing)
- Added September 25, 2023: Cultural Proficiency 2023-2024 Implementation Plan (November 2023)
- Added September 28, 2023: Board Governance
- Added October 5, 2023: Racism zero tolerance policy