

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING: APRIL 18, 2024**

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: April 18, 2024

TIME: 5:00 PM Facilities & Safety Plan Study Session
6:00 PM LCAP Study Session
7:30 PM Closed Session
8:00 PM Open Session

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

<p><u>Trustees:</u> Brian Swanson, President Dr. Elliott Hazen, Clerk Carolyn Swanson Jennifer McNary Laura Ottmar</p> <p><u>Administration:</u> Superintendent Dr. Linda Adamson Assistant Superintendent Joshua Jorn</p> <p><u>Student Representative(s):</u> Dario DiMaggio Dayci Dishny</p>

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/81894904488?pwd=UIBsVWxFZGlodG5GMjFpV0Q3SHhKZz09>

Meeting ID: 818 9490 4488

Passcode: 924521

One tap mobile +16699006833,,81793111121#,,,,*717431# US (San Jose)

+16694449171,,81793111121#,,,,*717431# US

Find your local number: <https://pgusd.zoom.us/j/81894904488?pwd=UIBsVWxFZGlodG5GMjFpV0Q3SHhKZz09>

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 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

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

II. INFORMATION/DISCUSSION

A. Study Session – School Facilities and Safety Infrastructure Plan 6

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board discuss the School Facilities and Safety Infrastructure Plan.

- Public Comment:
- Board Comment:
- Direction: _____

B. Study Session – LCAP Overview of Stakeholder Input (Impact on Goals and Actions) 16

Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board review stakeholder input and the process of crafting new goals and actions.

- Public Comment:
- Board Comment:
- Direction: _____

III. 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 Dr. Linda Adamson, 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 Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]

B. Public Comment on Closed Session Topics

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C. Adjourn to Closed Session

IV. 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 Dr. Linda Adamson, 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 Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]

B. Pledge of Allegiance

V. 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. <u>Minutes of March 21, 2024 Board Meeting</u> | 79 |
| Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented. | |
| B. <u>Cash Receipts Report #15</u> | 85 |
| Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts Report #15. | |
| C. <u>Acceptance of Donations</u> | 87 |
| Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the Acceptance of Donations. | |
| D. <u>Out of County Overnight Activities</u> | 88 |
| Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County or Overnight Activities. | |
| E. <u>Agreement Between University of Massachusetts Global & PGUSD</u> | 91 |
| Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends the Board review and approve the supervised practicum and/or | |

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fieldwork Agreement between University of Massachusetts Global and Pacific Grove Unified School District.

- F. Agreement Between California State University Monterey Bay & PGUSD **104**
 Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends the Board review and ratify the “University-Agency” Agreement between California State University Monterey Bay and Pacific Grove Unified School District.

- G. Contract for Services with Psyched Services, Amendment #1 **110**
 Recommendation: (Yolanda Cork-Anthony, Director of Student Services) The District Administration recommends that the Board review and approve the Amended Contract with Psyched Services for Psychoeducational Evaluations as required by the Individuals with Disabilities Education Act (IDEA).

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

VI. ACTION/DISCUSSION

- A. Adoption of Resolution No. 1126 – Final Resolution Ordering the Dismissal of Certain Certificated Staff due to Layoff **116**
 Recommendation: (Claudia Arellano, Director II of Human Resources) The District Administration recommends the Board of Trustees adopt Resolution No. 1126 Final Resolution Ordering the Dismissal of Certain Certificated Staff due to Layoff as presented.

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

- B. Measure D & A Citizens Oversight Committee **118**
 Recommendation: (Jon Anderson, Director of Maintenance, Operations, and Transportation) The District Administrator recommends that the Board review and select six new members for the Citizens Oversight Committee.

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

- C. Contract for Services with Qualtrics (Isobar, Inc.) – Individualized Dashboards for the PGUSD Website **134**
 Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the contract for services with Qualtrics (Isobar, Inc.) to design Individualized Dashboards for PGUSD Website.

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

D. Agreement for Special Services with the Law Firm of Atkinson, Andelson, Loya, Ruud & Romo – Retainer **146**

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the Agreement for Special Services with the Law Firm of Atkinson, Andelson, Loya, Ruud & Romo as an attorney on retainer for future legal counsel.

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

E. Proposed Board Calendar/Future Meetings **153**

Recommendation: (Dr. Linda Adamson, Superintendent) The District 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:
- Board Discussion:
- Move: _____ Second: _____ Vote: _____

VII. INFORMATION/DISCUSSION

C. Future Agenda Items

Recommendation: (Dr. Linda Adamson, Superintendent) The District 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.

- Public Comment:
- Board Comment:
- Direction: _____

VIII. ADJOURNMENT

Next regular Board Meeting will be held on May 9, 2024

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

SUBJECT: Update on School Facilities Timeline and Finalize the PGUSD Threat and Risk Assessment Board Study Session

DATE: April 18, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and consider the following information on school safety and facilities projects as presented by staff.

BACKGROUND:

School Facilities:

Staff previously presented at a study session on March 21, 2024 on school facilities funding, programming, and facilitated further discussion regarding development of long term facilities needs assessment and facility master planning for PGUSD Measure D.

School Safety:

As part of the District's long term plan to develop safer and healthier school environments, PGUSD contracted with M.C. Kimball and Associates for a districtwide Site Safety and Security Threat Vulnerability Risk Assessment for the 2023-24 school year.

INFORMATION:

The Administration recommends the Board discuss the timeline for the PGUSD Needs Assessment RFP/RFQ as presented by staff and direct staff as to the options discussed for a Measure D General Obligation Bond 2024/25 tax extension.

The Administration recommends the Board discuss the proposed fiscal impact to the projects as identified in the Threat and Risk Assessment previously presented by MC Kimball and Associates at the April 4, 2024 Board Meeting.

FISCAL IMPACT:

Fiscal impact is pending the Board's direction on priorities

**Board Study Session
Thursday April 18, 2024
School Facilities and Safety Infrastructure Plan**

PGUSD RFP/RFQ Needs Assessment Timeline

- April 5th, 2024 – RFP/RFQ issued for PGUSD Facility Needs Assessment
- April 19th, 2024 – Request for Information due, PGUSD Facility Needs Assessment
- May 3rd, 2024 – RFP/RFQ PGUSD Facility Needs Assessment Final Packets Due
- May 9th, 2024 – Tentative Award of Professional Services Agreement RFP/RFQ
- May 23rd, 2024 - Tentative Award of Professional Services Agreement RFP/RFQ
- June 29th, 2024 – Facility Needs Assessment due to PGUSD Administration for review

Options for GO Bond Tax Extension

1. No tax extension, and the next realistic opportunity would be November 2026
2. Place a \$75+ million tax rate extension Prop 39 55% bond on the November 2024 ballot
3. Place a mini tax rate extension Prop 39 bond on the November 2024 ballot (e.g., \$25 million), and return to voters in 2026 or 2028
4. Place a 2/3rds 67% bond measure on the November 2024 ballot

Note: PGUSD will have a lack of cash flow starting July 1, 2026 without a new tax extension. This assumes that Series C (Fall/Winter 2024) and Series D (Spring 2026) are issued for the [current Measure D Project List](#).

Safety Plan Infrastructure Implementation

Top 3 District Concerns Addressed

1. **Visitor Access Management and Controls – Raptor Estimated \$30,000 Implementation Setup and \$10,000/year ongoing**
 - a. District can screen visitors against sex offender registries (Megan’s law) and other databases of known threats and get results before allowing guest on site
 - b. Send real-time alerts to staff members if a visitor flags against a sex offender registry or another database of known threats
 - c. Easy for both visitors and school staff

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School Facilities and Safety Infrastructure Plan**

- d. Create badges or stickers with their name, photo, date and other information
 - e. Check-in/out process must be quick and efficient
 - f. Able to accommodate different types of visitors, such as parents, volunteers, and contractors
 - g. Generate reports on visitor activity
 - h. Standing kiosks and mobile check-in/out systems at all sites
2. Enhanced Training for Staff – **Estimated \$35,500 year 1 (asynchronous only), \$73,360 year 2, (site specific training and tabletops all district), and \$10,000 ongoing for updates and refresher courses (where to fund?)**
- a. **ICS 100, 200, 200** free with Keenan but District must pay hourly rate for staff training as this would be in excess of the certificated PD Day. All staff Districtwide would be trained by the end of FY 2024/25
 - b. **ICS 300, 400, 700, and 800** all Admin annually
 - c. **Campus Supervisors Annual Training** - \$19,500
 - d. **Active Intruder Training** – year 1 and then roll into annual professional development planning day - \$8,000 (300 staff online only) plus \$11,800 (on site with up to 50 staff)
 - e. **Multi-Disciplinary Behavior Threat and Risk Assessment Training** – year 1 mandated training, and then continued refresher courses ongoing \$8,000 (online up to 300 staff) plus \$12,900 (on site with up to 100 staff)
3. Streamline Communications between PGUSD and Community – **No cost**
- a. Standardize communications practices to community include:
 - i. Initial and immediate response to incidents
 - ii. Follow up response to incident when further details are available
 - iii. After Action Report to community following PGUSD and PGPD review
 - b. Update communications platform to students
 - i. Initial and immediate information to students on campus through public address systems
 - ii. Video update from Superintendent and SRO

**Board Study Session
Thursday April 18, 2024
School Facilities and Safety Infrastructure Plan**

Site Specific Infrastructure Projects

Forest Grove Elementary School

1. Perimeter controls addressed with visitor management solutions – ***included in Districtwide totals***
2. Update fencing at perimeter south border of campus - **\$35,000**
3. Emergency Power Backup solution to include dedicated portable generator power for Office Operations - **\$5,000**
4. Expanded Deployment of Site Radios – ***One time cost of \$18,000 (handhelds in all classrooms, new repeater and training) PLUS \$5,000 (per site budget annually) for batteries, base stations etc.***
5. Additional Campus Supervisor - **\$63,525 (1.0 FTE)**

Robert Down Elementary School

1. Perimeter controls addressed with visitor management solutions – ***included in Districtwide totals***
2. Main Doors Buzzer System w/ Camera - **\$3,500**
3. Expansion of camera coverage with monitoring - ***\$45,000 hardware and \$2,000/month or \$24,000/year for real time monitoring (per site cost)***
4. Additional Campus Supervisor - **\$63,525 (1.0 FTE)**
5. Spruce Ave barriers to include removable bollards - **\$10,000**
6. Expanded Deployment of Site Radios – ***One time cost of \$18,000 (handhelds in all classrooms, new repeater and training) PLUS \$5,000 (per site budget annually) for batteries, base stations etc.***
7. Training addressed in districtwide totals

Pacific Grove Middle School

1. Perimeter controls addressed with visitor management solutions – ***included in Districtwide totals***
2. 2nd Floor Alternative Evacuation Routes professional services to review and plan (not for project implementation costs) - **\$5,000**
3. Anti-Collision Bollards and Fencing - ***\$215,000 anti-scale black fencing perimeter of campus, and \$46,000 bollards and other vehicle barriers at strategic locations on Forest Ave.***
4. Additional Campus Supervisor - **\$63,525 (1.0 FTE)**

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School Facilities and Safety Infrastructure Plan**

5. Expanded Deployment of Site Radios – **One time cost of \$21,000 (handhelds in all classrooms, new repeater and training) PLUS \$5,000 (per site budget annually) for batteries, base stations etc.**
6. Training addressed in districtwide totals

Pacific Grove High School

1. Perimeter controls addressed with visitor management solutions – **included in Districtwide totals**
2. Improved signage already underway – **no additional cost**
3. Anti-Collision Bollards and Fencing - **\$385,000 anti-scale black fencing for the entire perimeter of campus (to include drive gates etc.), OR rear campus fencing only \$45,000.**
4. Expanded Deployment of Site Radios – **One time cost of \$23,000 (handhelds in all classrooms, new repeater and training) PLUS \$6,000 (per site budget annually) for batteries, base stations etc.**
5. Training addressed in districtwide totals

Pacific Grove Community High School

1. Perimeter controls addressed with visitor management solutions – **included in Districtwide totals**
2. Updated Locks and Controls – **no cost, already part of districtwide planning**
3. Expanded Deployment of Site Radios – **One time cost of \$3,000 (handhelds in all classrooms, new repeater and training) PLUS \$800 (per site budget annually) for batteries, base stations etc.**
4. Training addressed in districtwide totals

Pacific Grove Adult School and Preschools

1. Perimeter controls addressed with visitor management solutions – **included in Districtwide totals**
2. Updated Locks and Controls – **no cost, already part of districtwide planning**
3. Anti-Collision Bollards and Fencing - **\$145,000 chain link fencing perimeter of campus and preschool, and \$26,000 bollards and other vehicle barriers at strategic drive locations.**

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School Facilities and Safety Infrastructure Plan

4. Expanded Deployment of Site Radios – ***One time cost of \$11,000 (handhelds in all classrooms, new repeater and training) PLUS \$3300 (per site budget annually) for batteries, base stations etc.***
5. Training addressed in districtwide totals

One Time Costs 2024/25 (Low Estimates) – \$793,075
(all projects listed above with lower add-alt)

One Time Costs 2024/24 (High Estimates) – \$1,133,075
(all projects listed above with higher add-alt)

Annual Ongoing Costs Unrestricted General Fund - \$221,675
(new FTE's, and annual site cost for radio maintenance)

PLUS Training

Districtwide Year 1 - \$75,000

Districtwide Year 2 - \$25,000

Districtwide ongoing - \$18,000

TOTALS (Training, FTE and Projects):

Districtwide Year 1 (Low Estimates) - \$868,075

Districtwide Year 1 (High Estimates) - \$1,208,075

Districtwide ongoing - \$239,657

Trustee Considerations

1. Funding ongoing costs through elimination of Fund 14/Fund 40 General Fund Transfers
 - a. The General Fund would have to absorb the 3.0 FTE for Campus Supervisors at FGE, RHD and PGMS
2. Funding one-time costs through Measure D, Series C which will reduce the Measure D, Series C Project List significantly
3. Multi-year approach in lieu of an “all at once approach”
4. Barriers considerations - District will need a camera analytics proposal in lieu of barriers such as fencing

PGUSD MOT Deferred Maintenance Plan

Note: Bolded numbers are actual cost of completed projects

Year One 2021/22

School	Project Title/ Description	Estimated Cost	Funding	Priority
PGHS	Roofing, painting & termite repair K&L wing	411,333.47	Measure D	1
David Ave	Charter school roofing	549,967.00	Measure D	1
PGMS	Roofing old wood shop	\$84,726.00	Measure D	1
RHD	Playground replacement	\$153,837.05	Measure D	2
David Ave	Asphalt parking lot sealing	\$110,000.00	Measure D	3
David Ave	Sewer repairs	\$12,410.00	Measure D	1
PGAE	Sewer repairs	\$57,756.67	Measure D	1
RHD	Exterior painting	\$88,000.00	Measure D	2
All Sites	HVAC (Pelican Thermostats)	\$80,955.00	Measure D	3
FGE	Intercom System	\$97,092.46	Measure D	1
PGHS	Intercom System	\$280,693.07	Measure D	1

In December of 2022 the PGUSD Board of Trustees approved a plan to reprioritize Measure D to address building envelope and higher priority needs.

Year Two 2022/23

School	Project Title/ Description	Estimated Cost	Funding	Priority
PGHS	Roofing & painting bldgs. A, B, C D & M	\$1,662,015.90	Measure D	1
FGE	Roofing & painting bldgs. A, G & K	\$1,130,437.00	Measure D	1
RHD	Shingle roof replacement	\$258,448.66	Measure D	1
PGMS	Replace modular ramp replacement	\$31,025.73	Fund 40	1
FGE	Before & after school room flooring	\$16,317.00	Measure D	2
PGHS	Music room floor abatement & replacement	\$41,720.00	Measure D	1
PGHS	Sewer repair building N	\$5,488.29	Measure D	1
PGHS	Varsity baseball fence	\$19,995.00	Measure D	1
PGMS	Gutter replacement E wing	\$26,500.00	Measure D	2

PGAE	Sewer Repairs	\$9,476.57	Measure D	1
PGHS	Varsity portable bleachers	\$54,570.23	Measure D	3
FGE	Asphalt sealing	\$5,655.00	Measure D	3
PGMS	PAC roof leak	\$7,128.00	Measure C	1
DO	District Office painting	\$9,400.00	Measure D	2
David Ave	Playground replacement	\$149,997.66	Measure D	1

Year Three 2023/24

School	Project Title/ Description	Estimated Cost	Funding	Priority
PGHS	Roofing & painting bldgs. E, H & G	\$950,000.00	Measure D	1
FGE	Roofing & painting bldgs. B, C & D	\$1,130,000.00	Measure D	1
PGHS	Gym floor refinishing	\$45,000.00	Measure D	2
PGMS	Gym floor refinishing	\$45,000.00	Measure D	2
PGHS	Sidewalk repairs	\$50,000.00	Measure D	1
RHD	West hallway floor replacement	\$150,000.00	Measure D	1
RHD	Play yard drain installation	\$60,000.00	Measure D	1
RHD	Main building flat roof coating	\$85,000.00	Measure D	1
PGMS	Performing Arts Center curtains & lighting	\$100,000.00	Measure D	2
RHD	Ottatorium curtains & lighting	\$100,000.00	Measure D	2
RHD	Fire alarm system upgrade	\$30,000.00	Measure D	1
DO	Fire alarm panel & sensor replacement	\$100,000.00	Measure D	1
PGHS	Little gym wall repairs	\$35,000.00	Fund 40	2
PGHS	Demolition of old modular	\$45,000.00	Measure D	2
PGMS	Exterior paint main bldg.	\$100,000.00	Measure D	2
RHD	Replace swing set (adaptive swing included)	\$200,000.00	Measure D	3

FGE	Replace swing set (adaptive swing included)	\$25,000.00	Measured	3
PGMS	HVAC Upgrade Room 39	\$25,892.00	Measure D	1
RHD	HVAC Upgrade kinder room		Measure D	1
PGHS	Wayfinding signage	\$32,938.24	Measure D	2

Year Four 2024/25

School	Project Title/ Description	Estimated Cost	Funding	Priority
PGHS	Roofing, painting & termite repairs bldg. F & I	\$450,000.00	Measure D	1
David Ave	Fire Alarm System	\$350,000.00		2
RHD	Replace east playground	\$200,000.00	Measure D	3
FGE	Replace kinder playground	\$25,000.00	Measure D	3
PGMS	Elevator Modernization	\$200,000.00	Measure D	3

Year Five 2025/26

School	Project Title/ Description	Estimated Cost	Funding	Priority
PGHS	Roofing, painting bldgs. N & O	\$800,000.00	Measure D	3
PGHS	Replace modular buildings O-wing	\$500,000.00	Measure D	3
RHD	Replace modular building 1 st grade	\$800,000.00	Measure D	3
RHD	Replace TK playground	\$200,000.00	Measured	3

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

SUBJECT: Local Control and Accountability Plan Community Input Update

DATE: April 18, 2024

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

RECOMMENDATION:

The District Administration recommends the Board receive an update on the Local Control and Accountability Plan educational partner input process.

BACKGROUND:

The Local Control and Accountability Plan (LCAP) establishes the district's goals and the actions that will support those goals for each school year. Every three years, a new LCAP is drafted after a thorough review of the progress the district has made over the previous three-year period. An important component of the LCAP is gathering input from the district's educational partners.

INFORMATION:

PGUSD has engaged with educational partners more than ever in our 2024 efforts to gather feedback from our community. The feedback we receive comes to us in a variety of ways including LCAP advisory groups, LCAP community meetings, LCAP surveys, school site-based groups, district based groups, and other community outreach efforts such as safety or cultural proficiency input meetings.

The district has six LCAP advisory groups: the parent advisory group, a student advisory group at each school, and the District English Learner Advisory Committee. The parent advisory group has met four times and will meet once more to review a draft of the district's goals and actions to support those goals. The four student advisory groups have met once and will meet one more time to review the actions the district plans to take to support their learning. The district has also held an English Learner Advisory Committee meeting focused on the LCAP.

The school site groups that inform the LCAP by providing feedback to site administrators are the School Site Councils, the Parent Teacher Student Associations (PTSA), Student Council/Leadership students, and English Learner Advisory Committees. At the district level, PGUSD receives input during management team meetings, special education team meetings, mental health and counseling team meetings, and the PG Tech Committee meetings.

Another source of input that informs the development of the LCAP are further community engagements such as the Superintendent's listen and learn meetings, the community safety input meeting, and the Cultural Proficiency Implementation Plan community input meeting.

To broaden the scope of input received, the district developed LCAP surveys for families, students, and staff. This rich source of information will further help identify areas of need and success in PGUSD.

Tonight's study session will allow trustees and the community to hear a summary of the input that we received and the next steps to be taken in development of the LCAP.

FISCAL IMPACT:

There is no cost associated with this report.



LCAP Community Input Overview 2023-2024

Buck Roggeman, Director of Curriculum and Special Projects

broggeman@pgusd.org



LCAP Development Process

- Timeline for the Development of the 2024-2027 LCAP
- Mid-year review presented to the Board of Education (update on metric progress, level of implementation, and expenditures) **(Feb 2024)**
- Gather ongoing input from our educational partners (families, students, teachers, classified staff, administrators, and community members)**(Feb-April 2024)**
- Review input from educational partners to identify focus areas for our goals **(April - May 2024)**
- Write goals based on data review and educational partner input **(April-May 2024)**
- Develop actions to support the goals **(April-May 2024)**
- Write an LCAP draft and present it to the board at a public hearing to gather further community input **(May-June 2024)**
- Board approves final LCAP **(June 2024)**



LCAP Remaining Timeline

4/23	LCAP PAC Meeting 5 - Draft
4/17-5/14	Complete LCAP Draft
4/17-5/14	Collaborate with MCOE to ensure compliance
5/13	Board Packet Info Due
5/23	Public Hearing
5/24-5/27	Make edits based on PH
5/27	Board Packet Info Due
6/06	Board Action Item



LCAP Guiding Principles

- **Belonging**
- **Safety**
- **Prosperity**



LCAP Focus Areas for Goals

1. Overall academic program & School Safety
2. Social-emotional learning
3. Intervention/support for specific student groups
4. Cultural proficiency



Educational Partner Input Groups

- LCAP Parent Advisory Group Meetings (4 held, 1 remaining)
- LCAP Student Advisory Group Meetings (4 held, 4 remaining)
- LCAP District English Learner Advisory Committee (1 held)
- LCAP Community Input Meetings (2 held)
- LCAP Survey (Families, Students, Staff)
- Bargaining units - PGTA & CSEA (1 remaining)



Other Educational Partner Input

- Superintendent's listen and learn meetings with students, staff, families, and community members
- PGUSD community safety meeting
- PGUSD Cultural Proficiency Committee
- PGUSD community input meeting on Cultural Proficiency Implementation Plan



PGUSD Site Input

- School Site Council
- Parent Teacher Student Association
- Student Council/Leadership
- English Learner Advisory Committee
- Management Team Meetings
- Special Education Team Meetings
- Mental Health and Counseling team meetings
- PGUSD Tech Committee Meetings



PGUSD District Meetings with Site Personnel

- Management Team Meetings
- Special Education Team Meetings
- Mental Health and Counseling team meetings
- PGUSD Tech Committee Meetings
- Safety Meetings



Board of Education's Role

- Review LCAP midyear report
- Provide feedback during educational partner summary (tonight's meeting)
- Provide feedback and facilitate community input during LCAP public hearing
- Approve LCAP at a regularly scheduled board meeting



Forest Grove Student Advisory Group

Input - Positive

- Diversity - celebration
- Meeting individual needs
- Many quality food items

Input - Improve

- Bathrooms (cleanliness)
- Basketball hoops, playground conditions
- Teasing for playground skill



Robert Down Student Advisory Group

Input - Positive

- Teachers are supportive
- Many quality food items
- Science/STEM
- Diversity, very welcoming

Input - Improve

- Clear consequences that change behavior
- Basketball hoops, playground conditions
- Teasing for playground skill



PG Middle School Student Advisory Group

Input - Positive

- Advisory period
- Feeling of community is great
- Disability awareness activities

Input - Improve

- Safety is a primary concern
- Support from teachers & staff when students struggle
- More access to elective classes



PG High School Student Advisory Group

Input - Positive

- Rallies and assemblies
- VAPA, culinary, etc.
- Sports and activities

Input - Improve

- Disconnected - small town impact (groups)
- Bullying - within friend groups and between groups, feel it is a family issue as well
- Clarity on discipline consequences
- Present diverse materials in a variety of media.



PGUSD English Learner Advisory Committee

Input - Positive

- Efforts to diversify curriculum
- Homework Club

Input - Improve

- Peer tutoring to assist our newcomers.
- Other survival support for newcomers. Need a minimum of three quarters intensive support
- Ensure teachers know who RFEP students are



PGUSD Parent Advisory Group

Input - General Areas for Improvement

- Completing A-G requirement
- Continue Toolbox and Character Strong,
- Chronic absenteeism
- Boost parent engagement
- Peer-to-Peer tutoring, mentoring
- Post graduation monitoring
- Percentage of seniors who reported missing school for feeling sad, stressed out, or anxious. (34%)
- Verbal/social bullying are greatest concern (74% never or 1-2)



PGUSD Community Input Meetings

Input - Academic Program - Areas for Improvement

- Better security for campuses
- Age appropriate safety discussions
- Communicate how discipline is handled and be consistent
- Broad course of study - more variety of classes, start WL younger, enrichment programs
- Additional intervention
- Bathroom safety
- Facilities upkeep, aging
- Power outage contingency plan
- Continue summer reading intervention
- A-G completion, college counseling for students



PGUSD Community Input Meetings, cont.

Input - SEL Areas for Improvement

- Opportunities for parental engagement
- Ways to decrease isolation
- Student mental health - greater engagement and connection with students
- Adults being consistent and fair
- Parent education regarding school attendance
- Mental health counselors
- Emphasis on student relationships with adults
- Conflict resolution training



PGUSD Community Input Meetings, cont.

Input - Intervention & Support - Areas for Improvement

- Intervention programs during the school day, not after
- Community resource liaison
- Reduce homework
- Grading for equity/mastery
- EL support student support, small group instruction, project based learning, tutoring



PGUSD Community Input Meetings, cont.

Input - Cultural Proficiency - Areas for Improvement

- Bias prevention program
- Know how to report incidents
- Call for better communication during and after an event - individual and community
- More opportunities for students to learn about our cultures.
- Civic engagement
- More support for students who are the targets of bias
- Celebrate our diverse cultures



PGUSD Educational Partner Survey Results

Overview & Live Demonstration of Qualtrics Dashboard

Highlight of Student Results





Pacific Grove Unified School District Family Engagement Survey Results

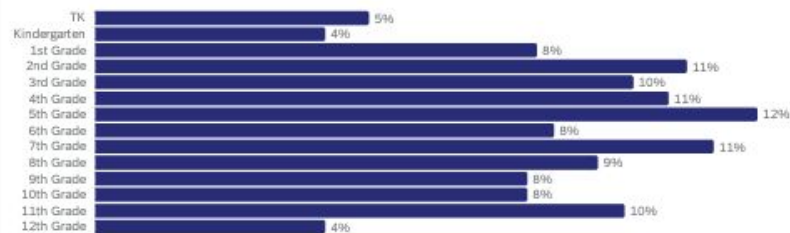
Response 40/157

623

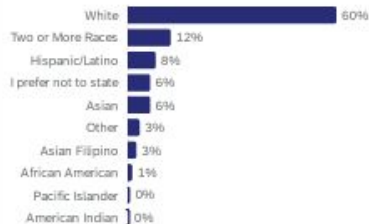
School Breakdown



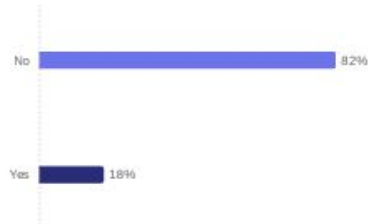
Grade Breakdown



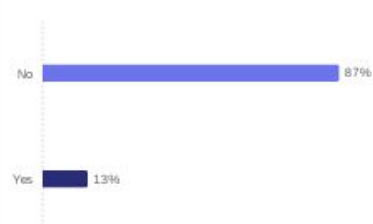
Race/Ethnicity Breakdown



Parent/guardian of foster child Breakdown



Parent/guardian of an English learner Breakdown



Parent/guardian of a low-income student Breakdown





Pacific Grove Unified School District Student Engagement Survey Results

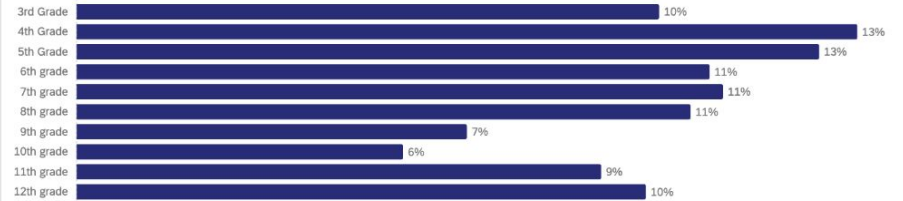
Response Rate 41.15%

1,105

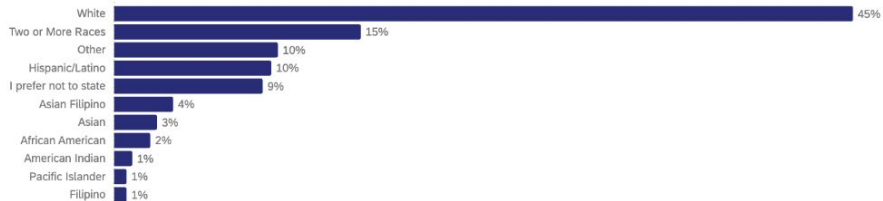
School Breakdown



Grade Breakdown



Race/Ethnicity Breakdown



Living arrangements



SAFETY - ALL Student Results

42/157

Filters

School Name: All School Level: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All Parent/guardian of an English learner: All

Parent/guardian of a low-income student: All

Back to top

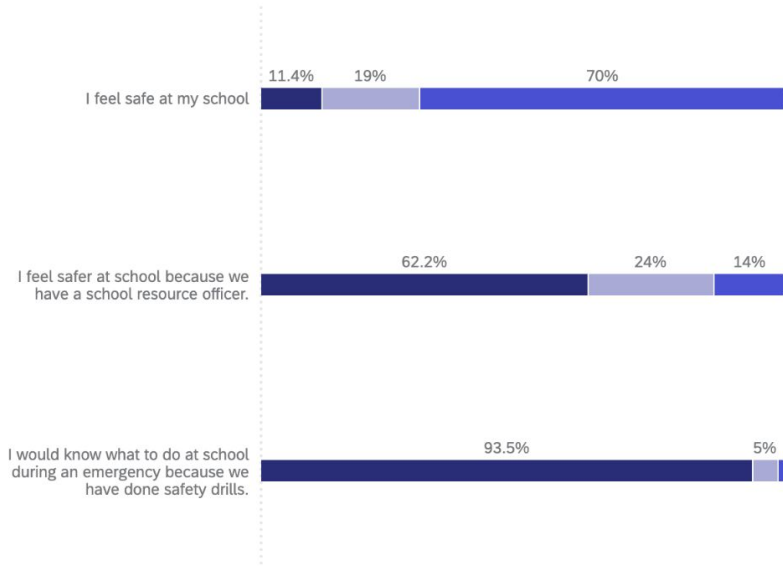
Average Agreement Score

...

Top 2 vs Bottom 2 Agreement



■ LCAP Elementary Student Survey Questions 2023-2024
■ LCAP Secondary Student Survey Questions 2023-2024



■ Top 2 Box Agreement ■ Neutral ■ Bottom 2 Box Disagreement

SAFETY - Student Group Results

School Name: All

School Level: All

Grade Level: All

Race/Ethnicity: **African American, Hispanic/Latino**

Parent/guardian of foster child: All

Parent/guardian of an English learner: All

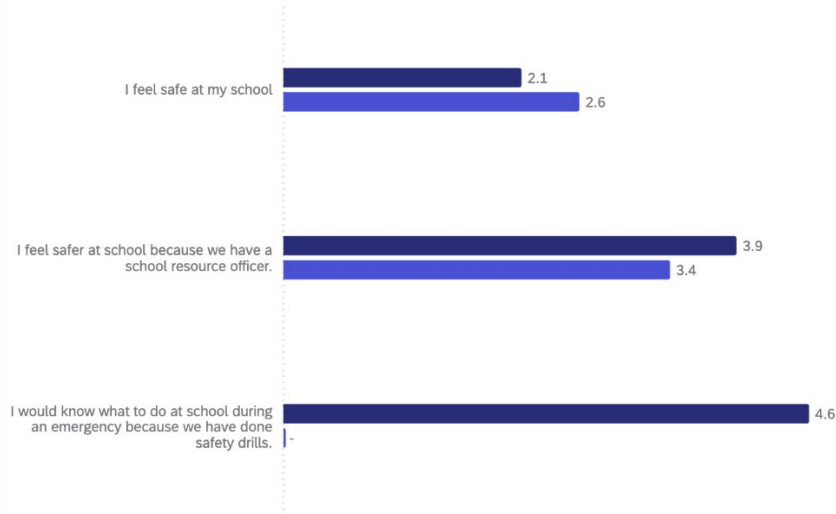
Parent/guardian of a low-income student: All

[Reset to Default](#)

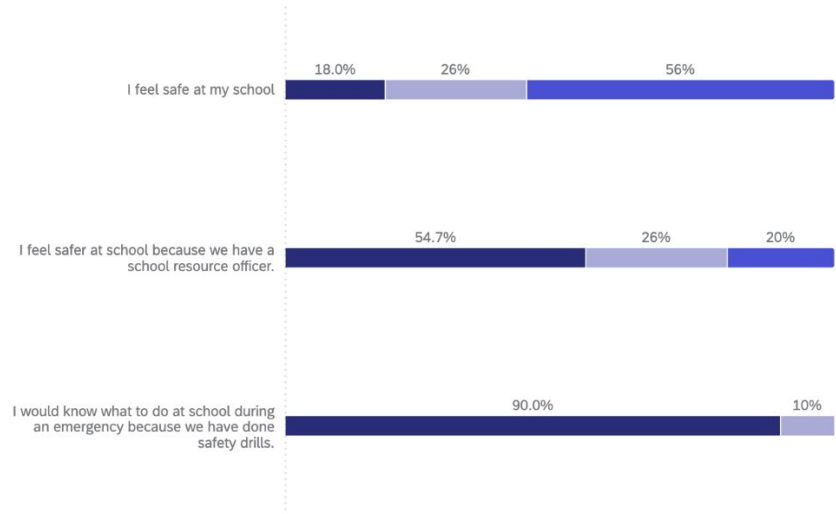
[Back to top](#)

Safety

Average Agreement Score



Top 2 vs Bottom 2 Agreement



■ LCAP Elementary Student Survey Questions 2023-2024 ■ LCAP Secondary Student Survey Questions 2023-2024

■ Top 2 Box Agreement ■ Neutral ■ Bottom 2 Box Disagreement

Please explain why you don't feel safe ...



Please explain why yo...



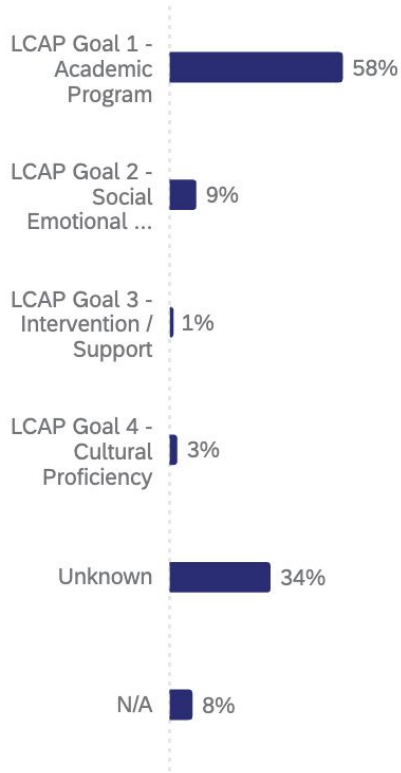
Student Responses to the Question 44/157, Please explain why you don't feel safe at school?



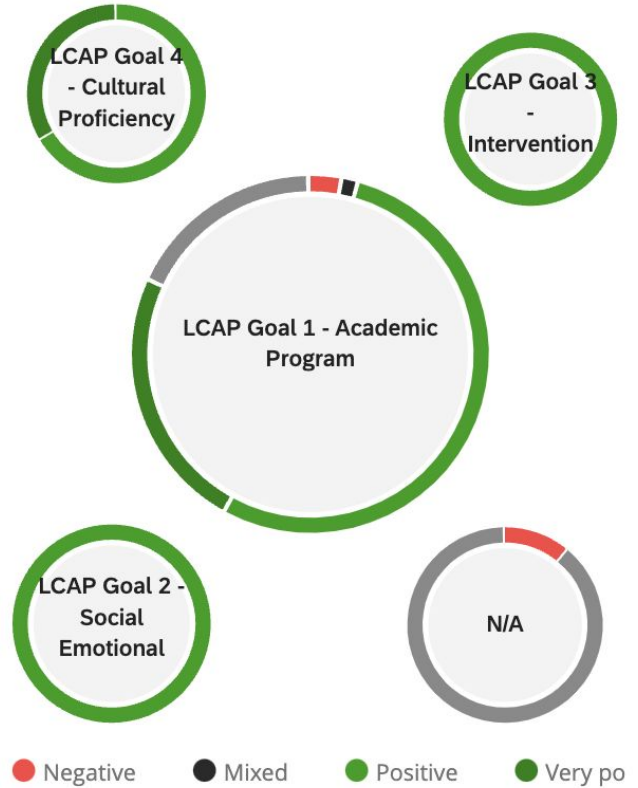
Please describe the best thing about yo...



Please describe the b...



Student Responses to the Question: Describe the best thing about your school? 40/157



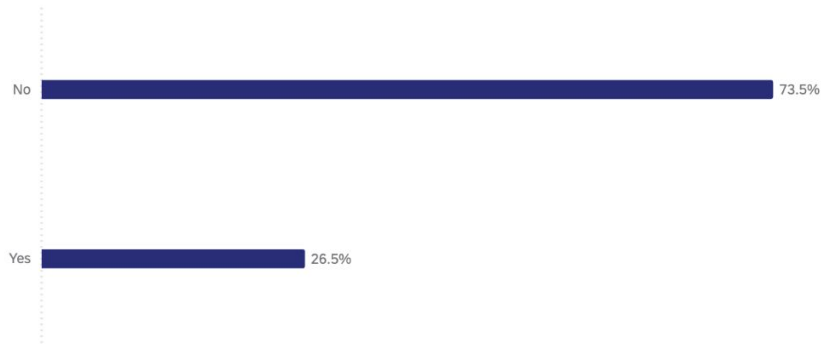
Mental Health - ALL Student Results

School Name: All School Level: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All Parent/guardian of an English learner: All

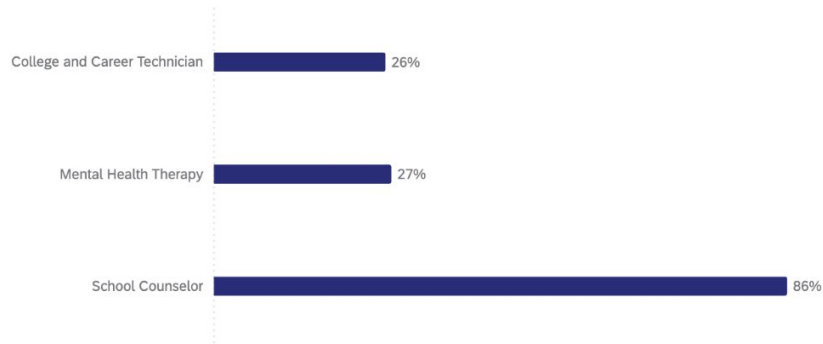
Parent/guardian of a low-income student: All

[↑ Back to top](#)

Overall Agreement Score



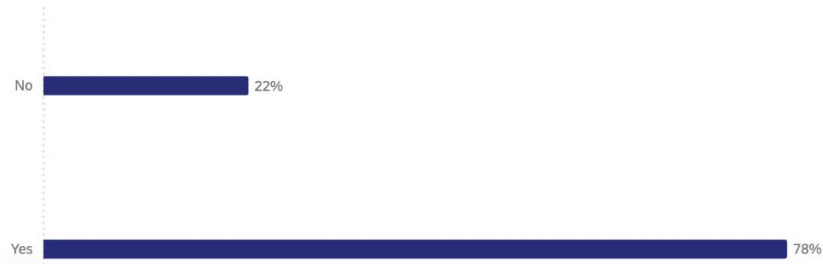
Secondary - During the year I have met with (check all that apply)



Elementary - Do you know whom to go to for help for personal reasons?



Secondary - I know that there is a Mental Health Therapist on campus if I need to discuss ...



Mental Health - Student Group Results

School Name: All

School Level: All

Grade Level: All

Race/Ethnicity: **African American, Hispanic/Latino**

Parent/guardian of foster child: All

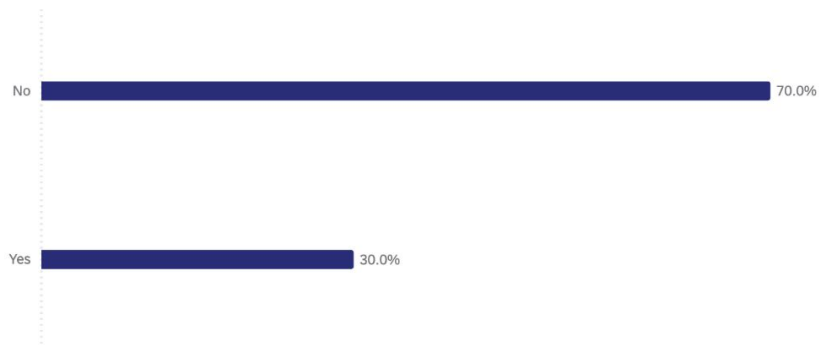
Parent/guardian of an English learner: All

Parent/guardian of a low-income student: All

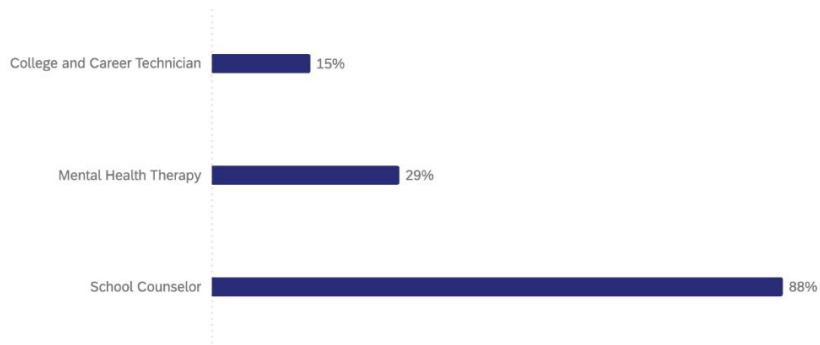
[Reset to Default](#)

[Back to top](#)

Overall Agreement Score



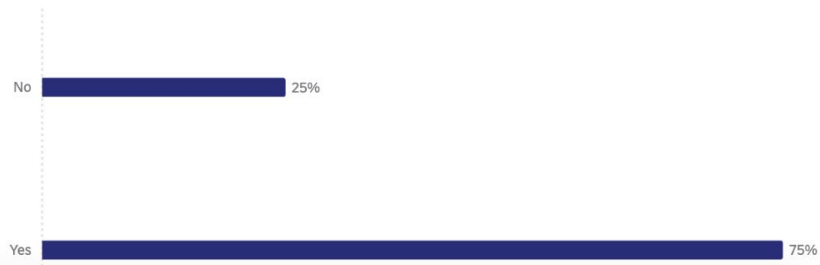
Secondary - During the year I have met with (check all that apply)



Elementary - Do you know whom to go to for help for personal reasons?



Secondary - I know that there is a Mental Health Therapist on campus if I need to discuss ...



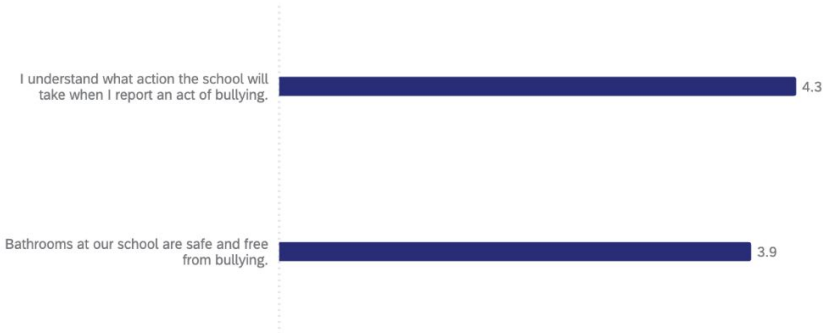


[↑ Back to top](#)

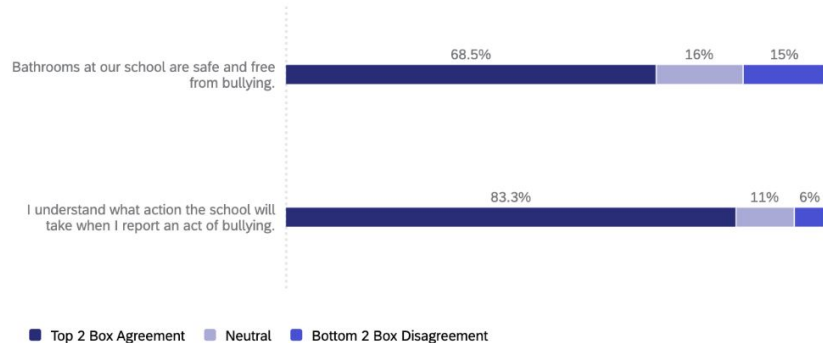
Pacific Grove Unified School District Student Engagement Survey Results

Bullying

Elementary - Average Agreement Score



Elementary - Top 2 vs Bottom 2 Agreement

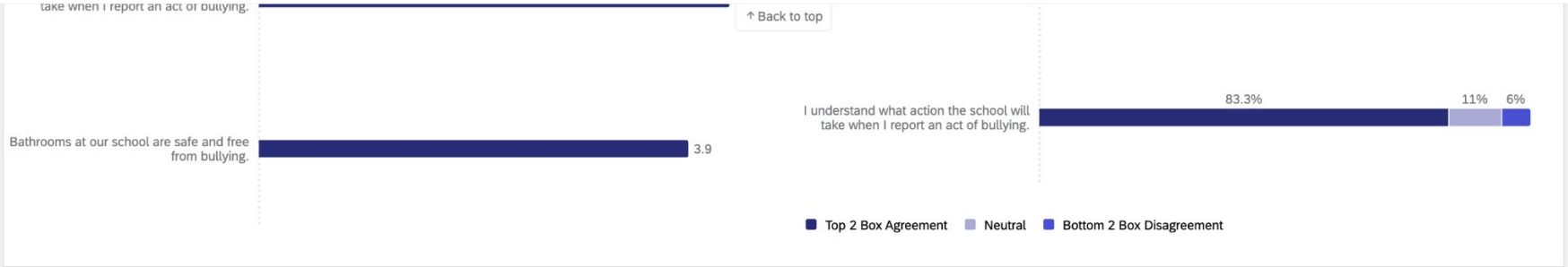


■ Top 2 Box Agreement
 ■ Neutral
 ■ Bottom 2 Box Disagreement

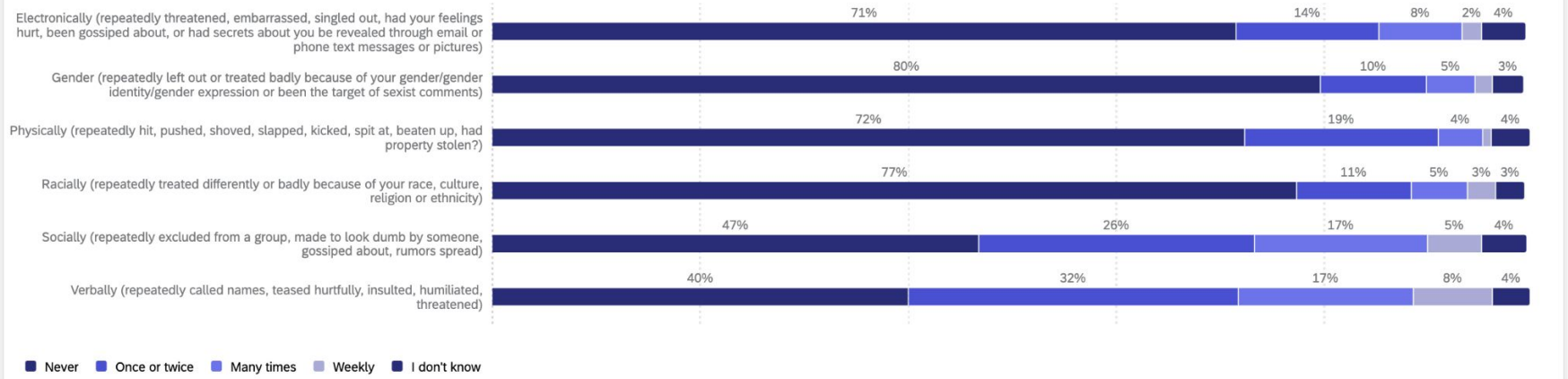
Bullying - ALL Student Results

School Name: All School Level: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All Parent/guardian of an English learner.: All

Parent/guardian of a low-income student.: All



Secondary - Bullying type and frequency



Bullying - Student Group Results

School Name: All

School Level: All

Grade Level: All

Race/Ethnicity: **African American, Hispanic/Latino**

Parent/guardian of foster child: All

Parent/guardian of an English learner: All

Parent/guardian of a low-income student: All

[Reset to Default](#)

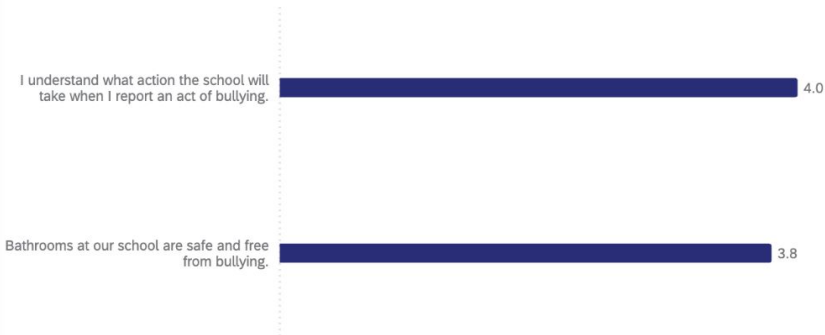


[↑ Back to top](#)

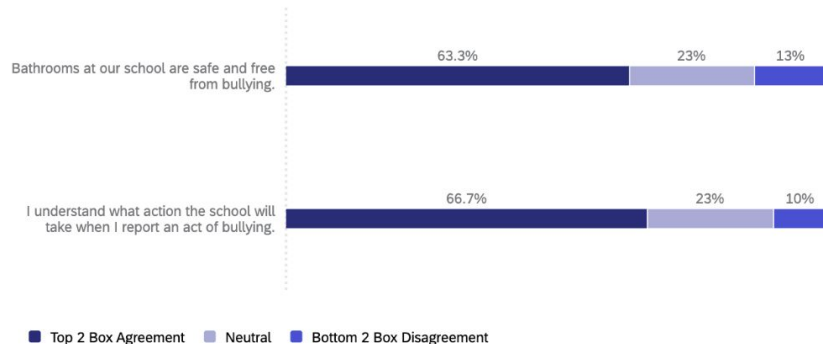
Pacific Grove Unified School District Student Engagement Survey Results

Bullying

Elementary - Average Agreement Score



Elementary - Top 2 vs Bottom 2 Agreement



Bullying - Student Group Results

School Name: All

School Level: All

Grade Level: All

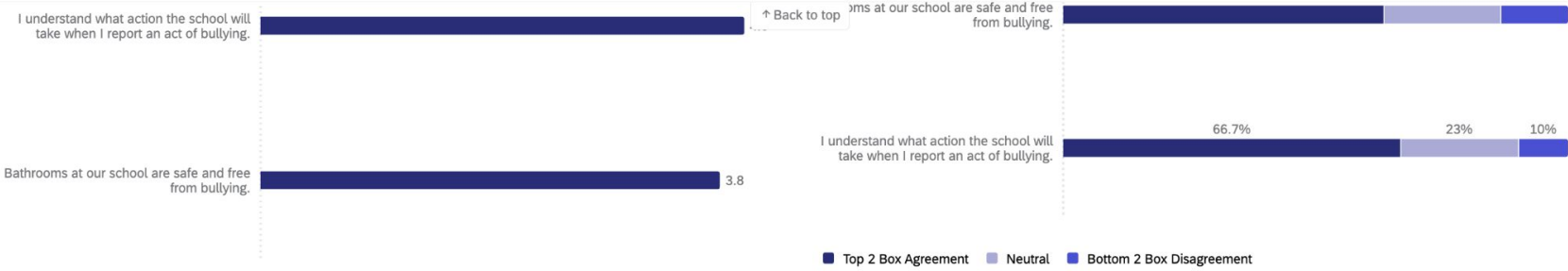
Race/Ethnicity: **African American, Hispanic/Latino**

Parent/guardian of foster child: All

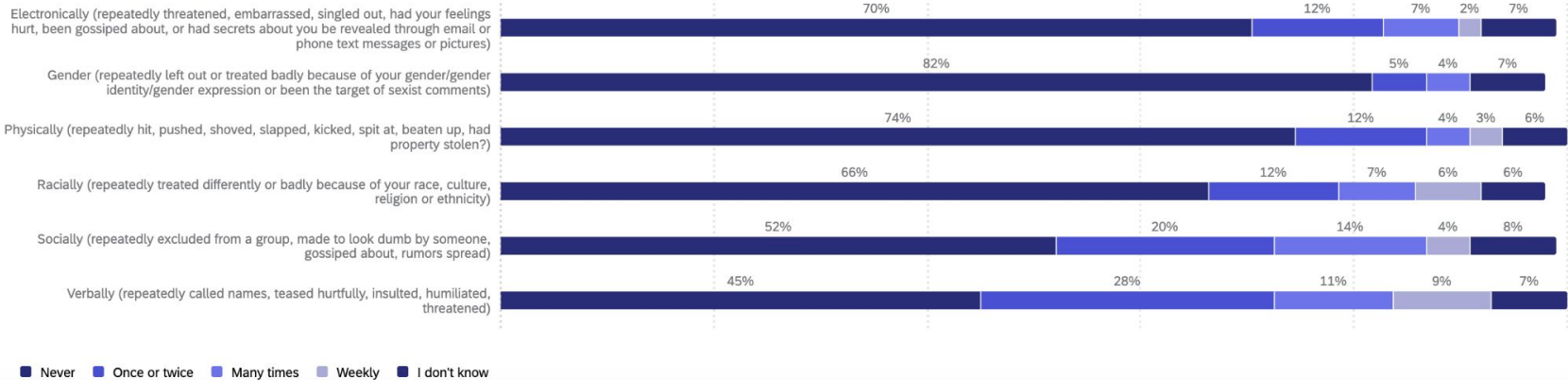
Parent/guardian of an English learner: All

Parent/guardian of a low-income student: All

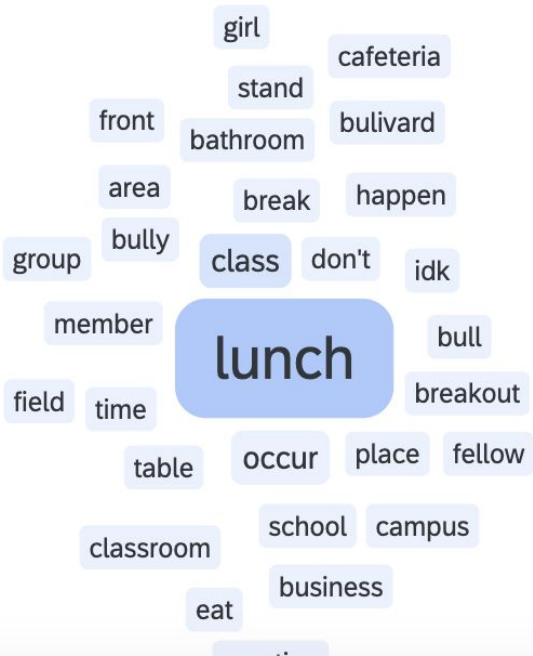
[Reset to Default](#)



Secondary - Bullying type and frequency

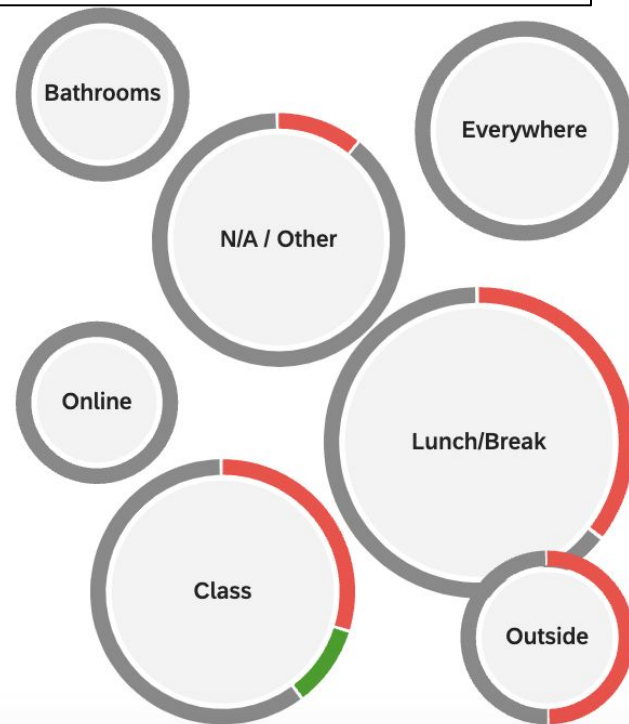
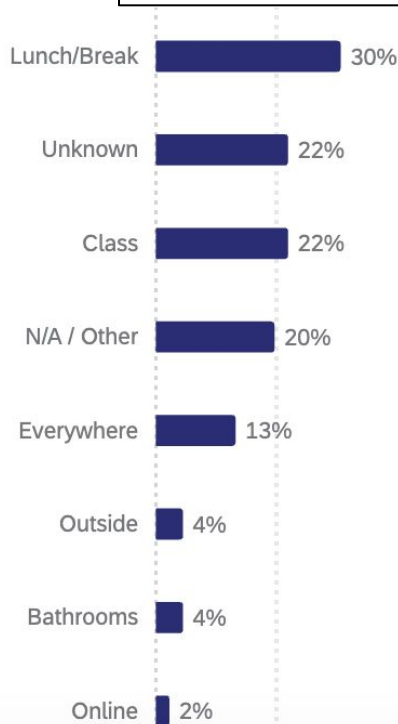


Secondary - If bullying is happening, w...



Secondary Student Responses to the Question: If bullying is happening, where is it happening?

53/157





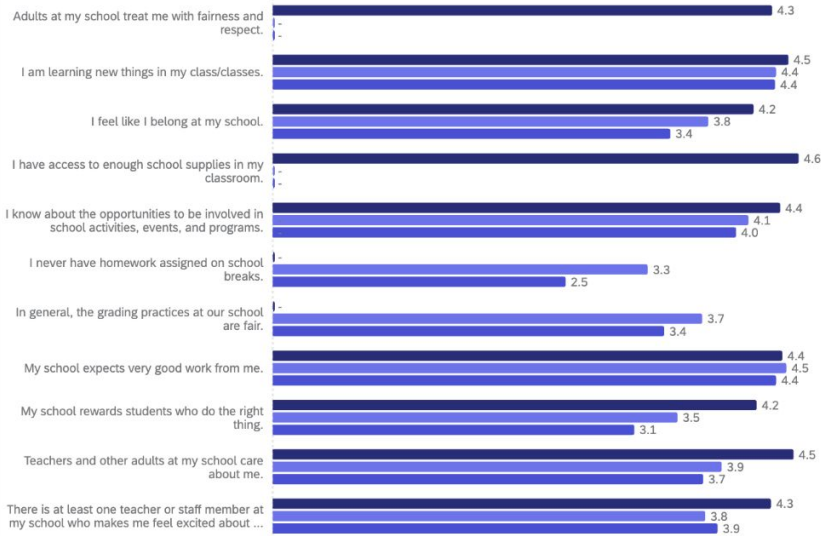
[↑ Back to top](#)

Results

Learning Environment - ALL Student Results

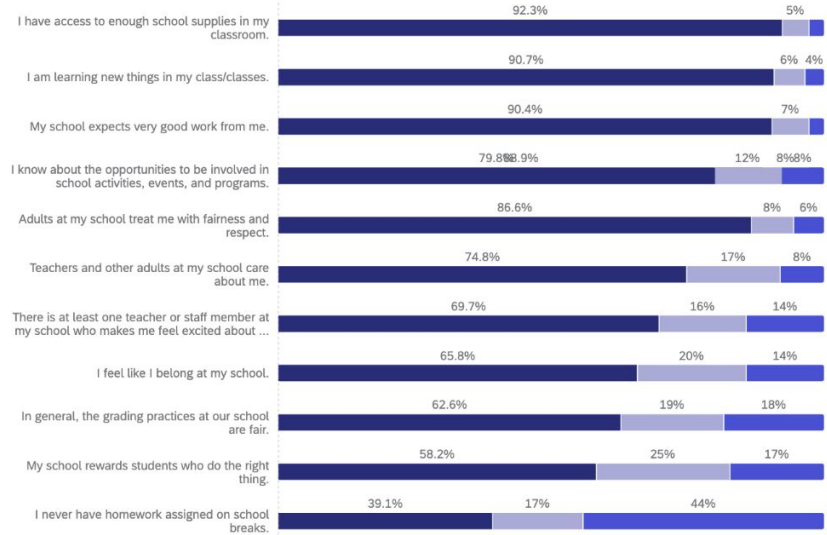
Learning Environment, Experiences, and Relationships

Average Agreement Score



Elementary Middle School High School

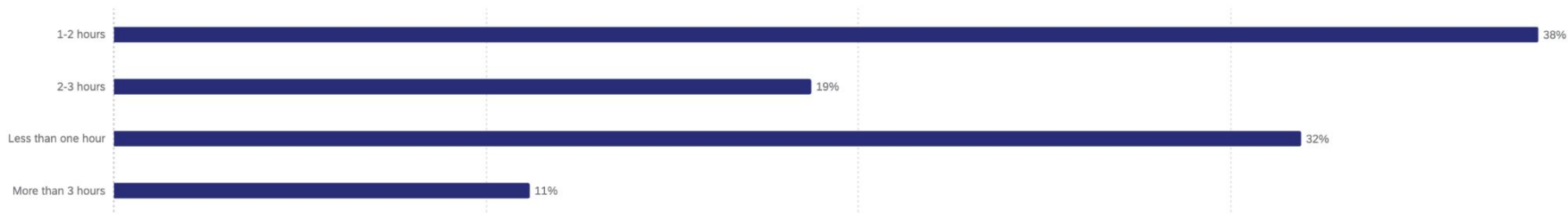
Top 2 vs Bottom 2 Agreement



Top 2 Box Agreement Neutral Bottom 2 Box Disagreement

Secondary ALL Student Group Results Average Time Spent Per Night on Homework

Secondary - Average time spent per night on homework

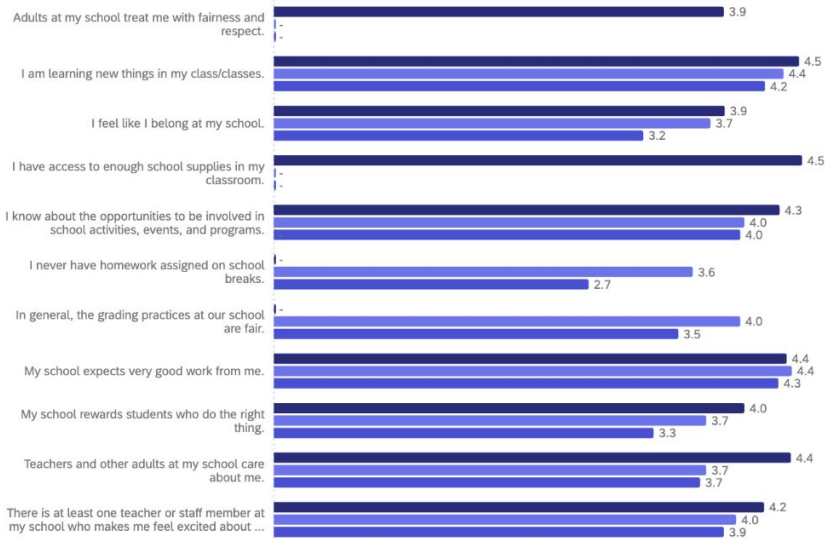


Student Group Results

[Back to top](#)

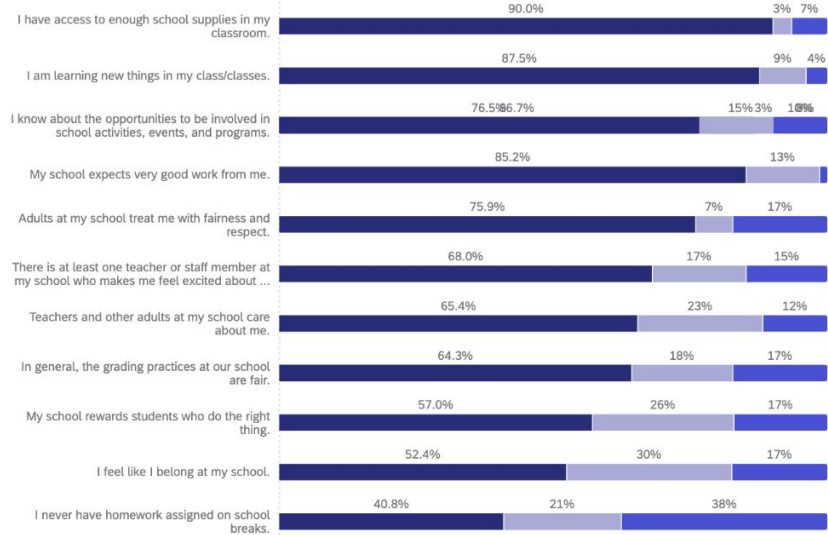
Learning Environment, Experiences, and Relationships

Average Agreement Score



Elementary Middle School High School

Top 2 vs Bottom 2 Agreement



Top 2 Box Agreement Neutral Bottom 2 Box Disagreement

All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).

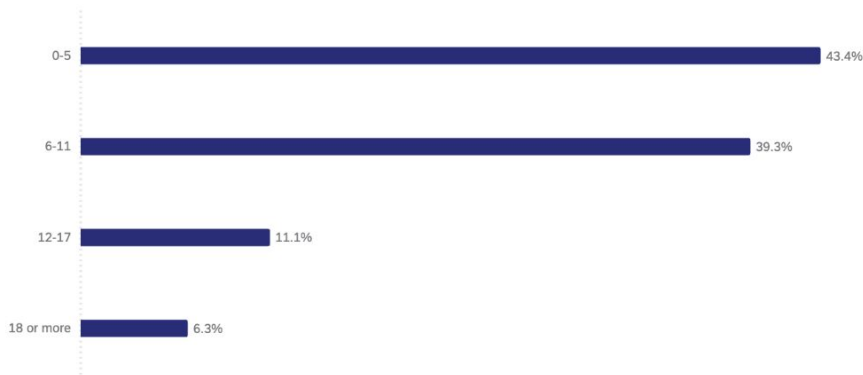


Pacific Grove Unified School District Student Engagement Survey Results

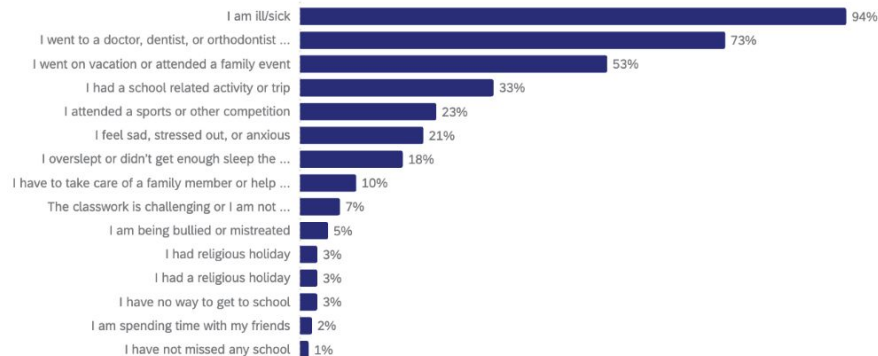
Attendance

ALL Student Results

Secondary - Typical missed days within school year



Top reasons for being absent from school



[↑ Back to top](#)

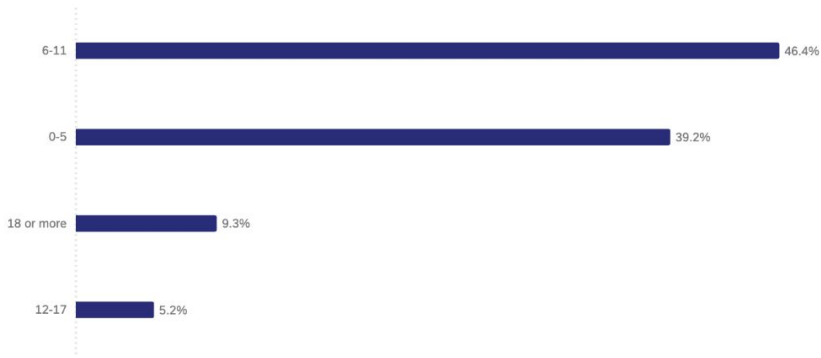


Pacific Grove Unified School District Student Engagement Survey Results

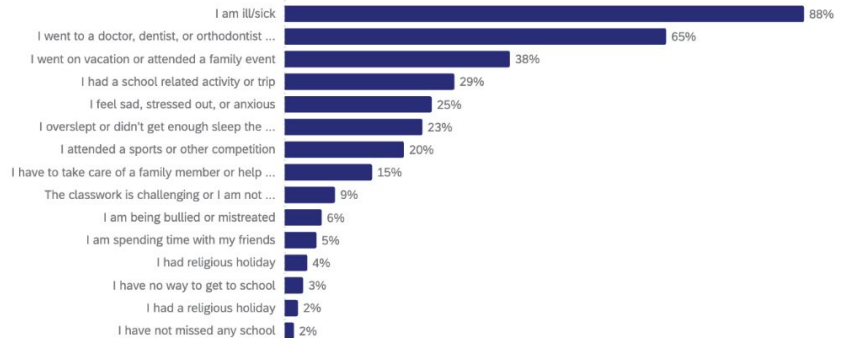
Attendance

Student Group Results

Secondary - Typical missed days within school year



Top reasons for being absent from school

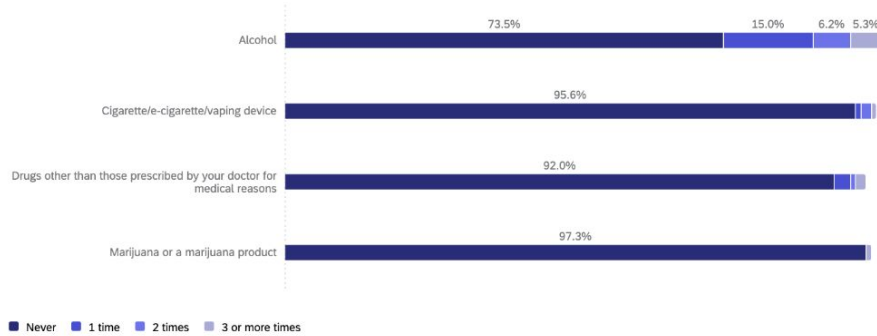


[↑ Back to top](#)

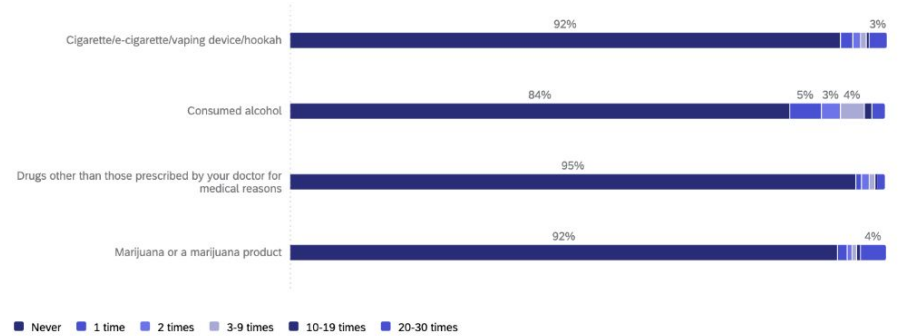
Substance Use

ALL Student Results

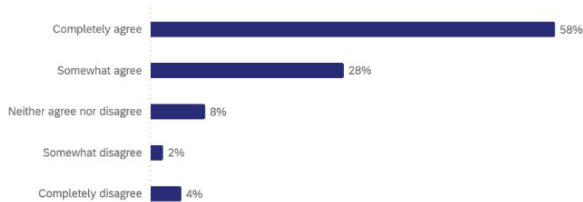
Elementary (5th Grade only) - Substance Use



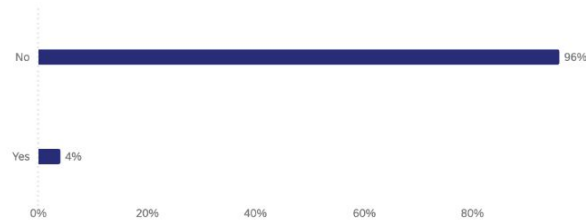
Secondary - Substance Use



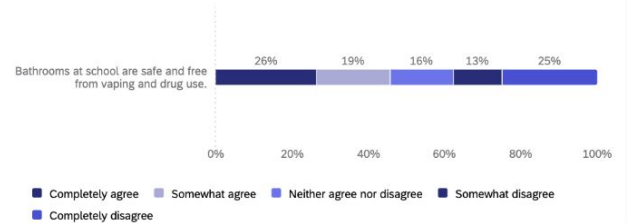
Elementary - I know where to report an incident if I am offered, or if I see some...



Secondary - Have you ever used any other drugs?



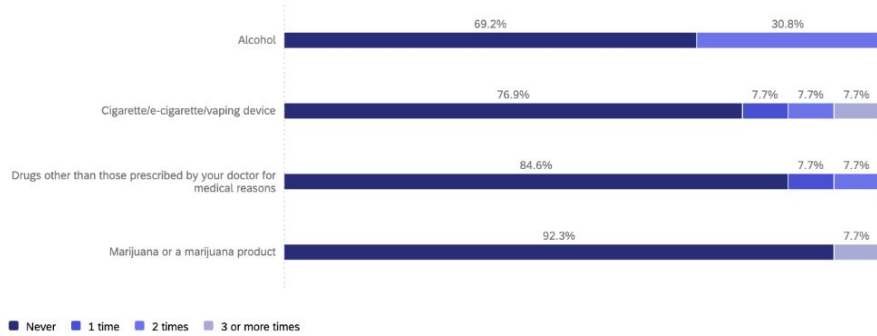
Secondary - Bathrooms at school are safe and free from vaping and drug use.



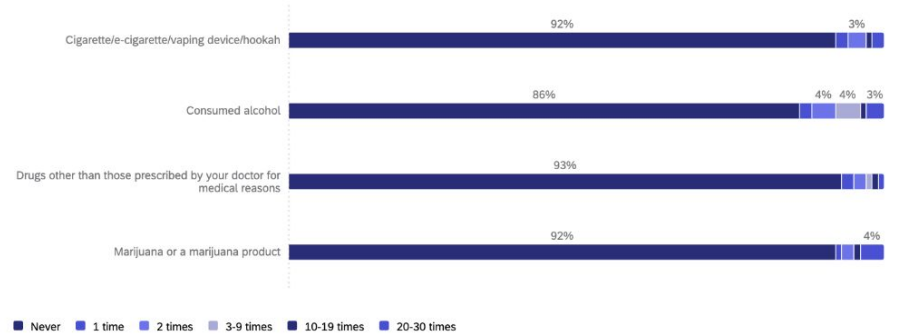
[↑ Back to top](#)

Substance Use Student Group Results

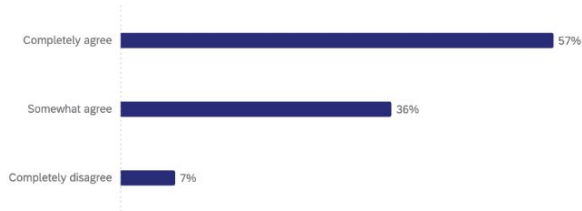
Elementary (5th Grade only) - Substance Use



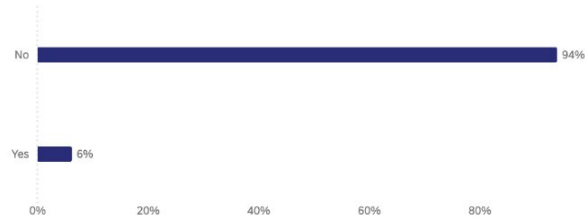
Secondary - Substance Use



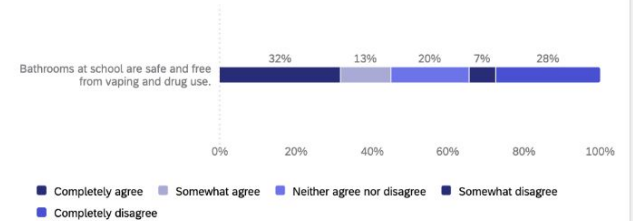
Elementary - I know where to report an incident if I am offered, or if I see some...



Secondary - Have you ever used any other drugs?



Secondary - Bathrooms at school are safe and free from vaping and drug use.



Highlight of Family Engagement Results





Pacific Grove Unified School District Family Engagement Survey Results

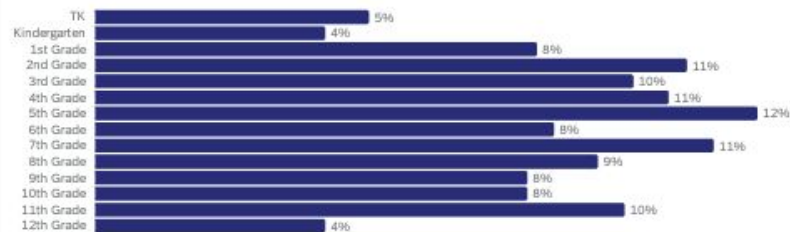
Response 62/157

623

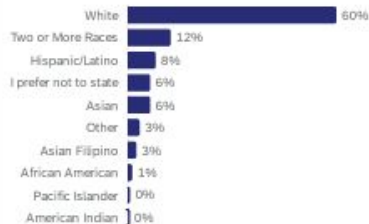
School Breakdown



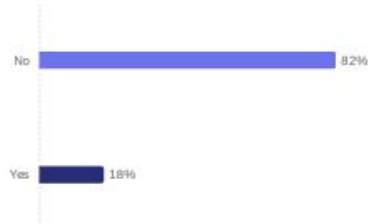
Grade Breakdown



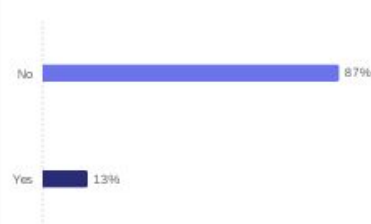
Race/Ethnicity Breakdown



Parent/guardian of foster child Breakdown



Parent/guardian of an English learner Breakdown



Parent/guardian of a low-income student Breakdown



Filters School Name: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All Parent/guardian of an English learner.: All Parent/guardian of a low-income student.: All

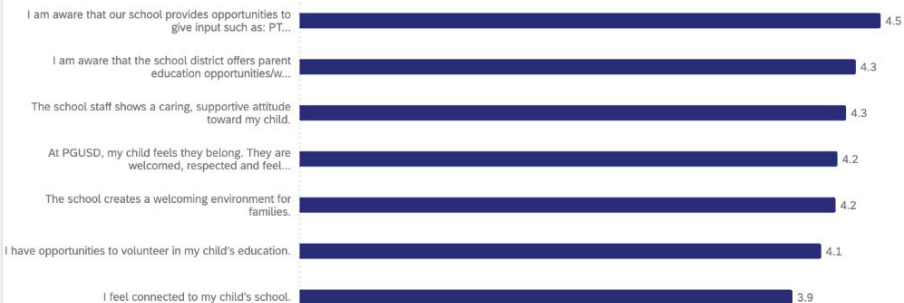
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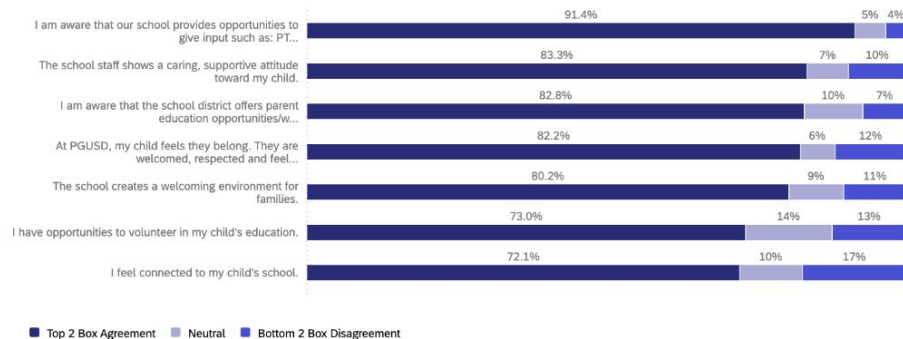
Pacific Grove Unified School District Family Engagement Survey Results

Educational Environment ALL Families

Average Agreement Score



Top 2 vs Bottom 2 Agreement



Filters School Name: All Grade Level: All Race/Ethnicity: **African American, Hispanic/Latino** Parent/guardian of foster child: All Parent/guardian of an English learner: All Parent/guardian of a low-income student.: All [Reset to Default](#)

All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).

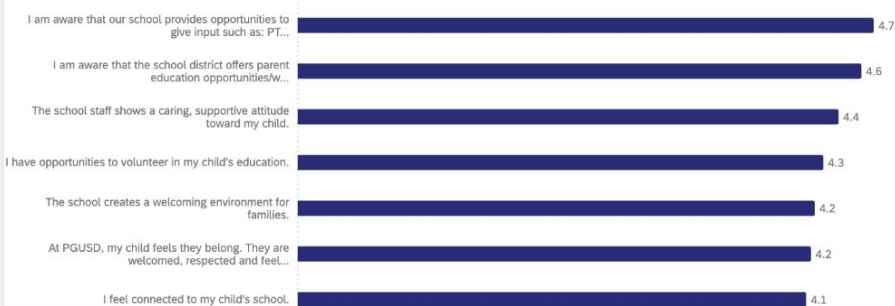


Pacific Grove Unified School District Family Engagement Survey Results

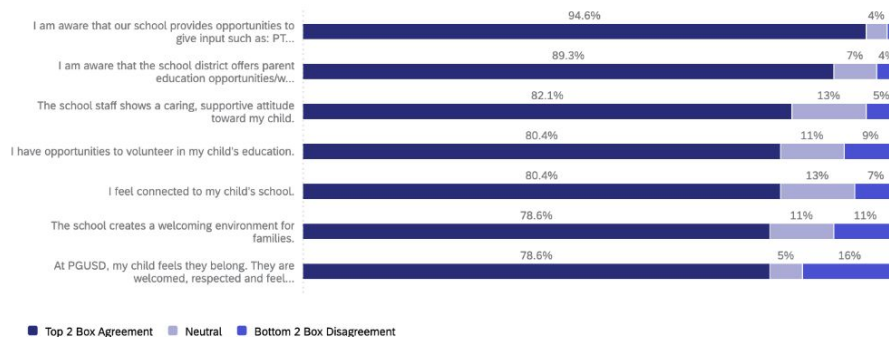
Educational Environment

Families - Race/Ethnicity

Average Agreement Score



Top 2 vs Bottom 2 Agreement



Filters School Name: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All **Parent/guardian of an English learner.: Yes** Parent/guardian of a low-income student.: All [Reset to Default](#)

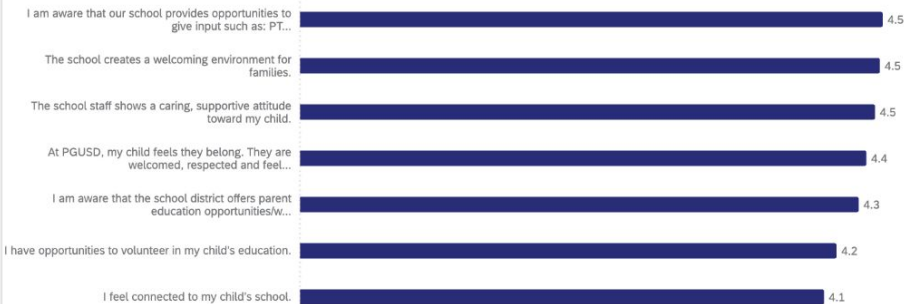
All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).



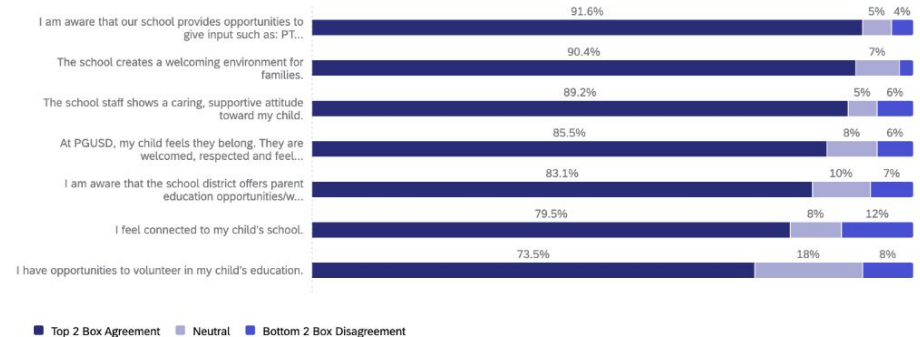
Pacific Grove Unified School District Family Engagement Survey Results

Educational Environment Families - English Learners

Average Agreement Score



Top 2 vs Bottom 2 Agreement



Filters School Name: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All Parent/guardian of an English learner.: All Parent/guardian of a low-income student.: All

All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).

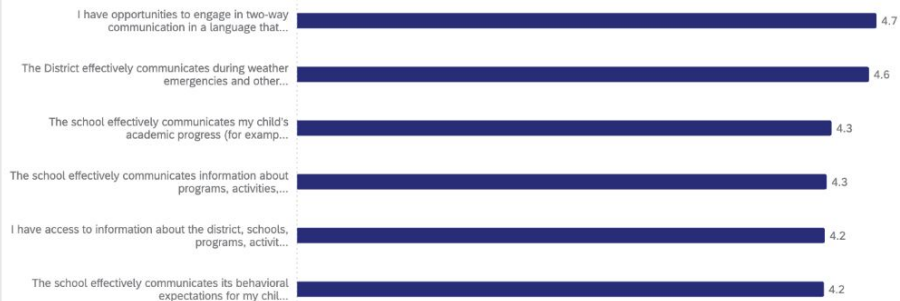


Pacific Grove Unified School District Family Engagement Survey Results

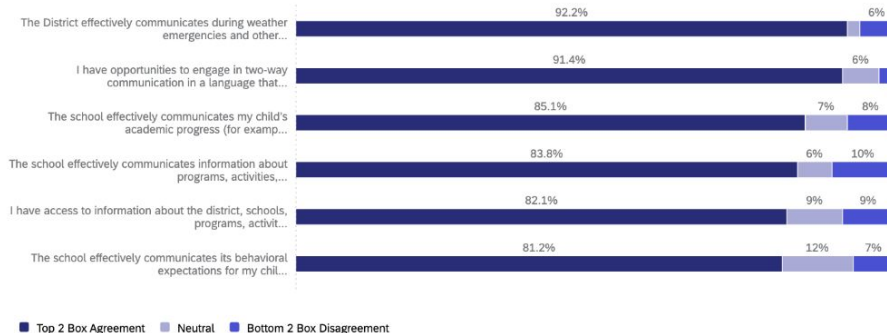
Communication

ALL Families

Average Agreement Score



Top 2 vs Bottom 2 Agreement



Filters School Name: All Grade Level: All Race/Ethnicity: **African American, Hispanic/Latino** Parent/guardian of foster child: All Parent/guardian of an English learner.: All Parent/guardian of a low-income student.: All [Reset to Default](#)

All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).

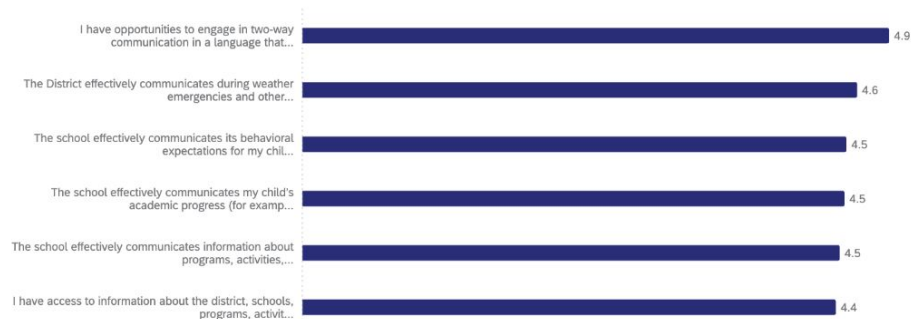


Pacific Grove Unified School District Family Engagement Survey Results

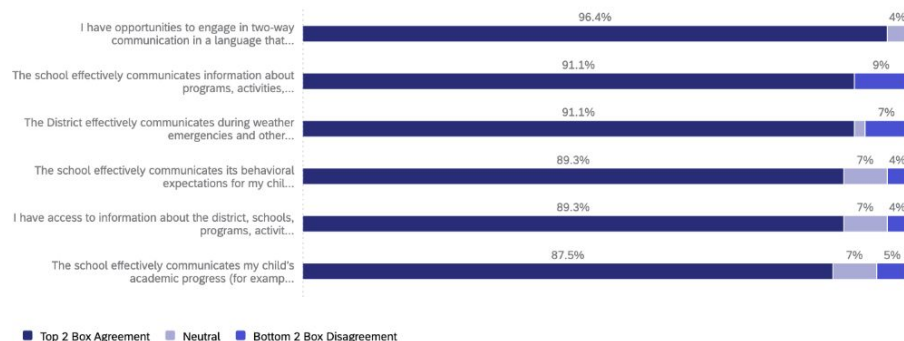
Communication

Families - Race/Ethnicity

Average Agreement Score



Top 2 vs Bottom 2 Agreement



Filters School Name: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All **Parent/guardian of an English learner.: Yes** Parent/guardian of a low-income student.: All [Reset to Default](#)

All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).



Pacific Grove Unified School District Family Engagement Survey Results

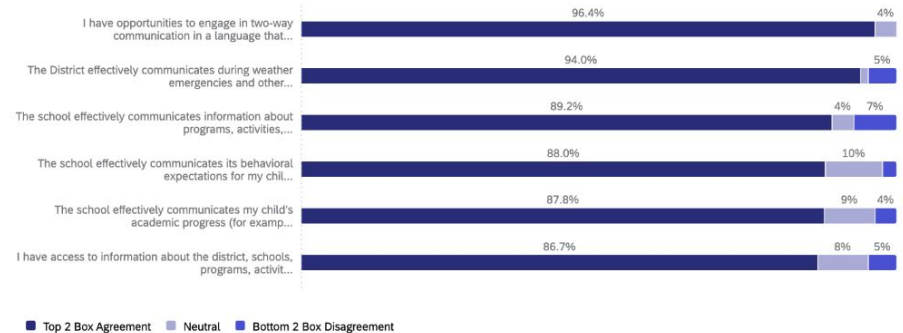
Communication

Families - English Learners

Average Agreement Score



Top 2 vs Bottom 2 Agreement



■ Top 2 Box Agreement ■ Neutral ■ Bottom 2 Box Disagreement

[↑ Back to top](#)

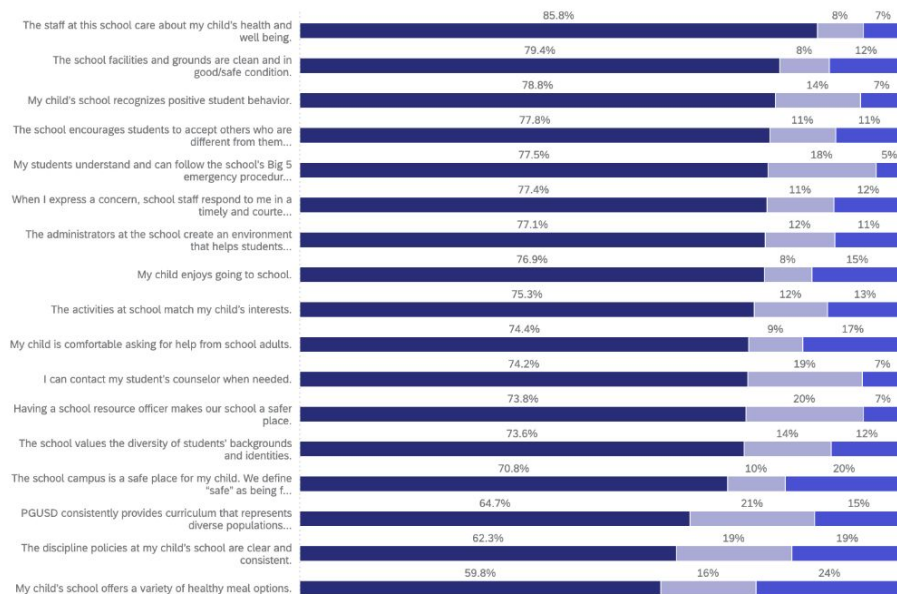
Safe and Respectful Environment

ALL Families

Average Agreement Score



Top 2 vs Bottom 2 Agreement



■ Top 2 Box Agreement
 ■ Neutral
 ■ Bottom 2 Box Disagreement

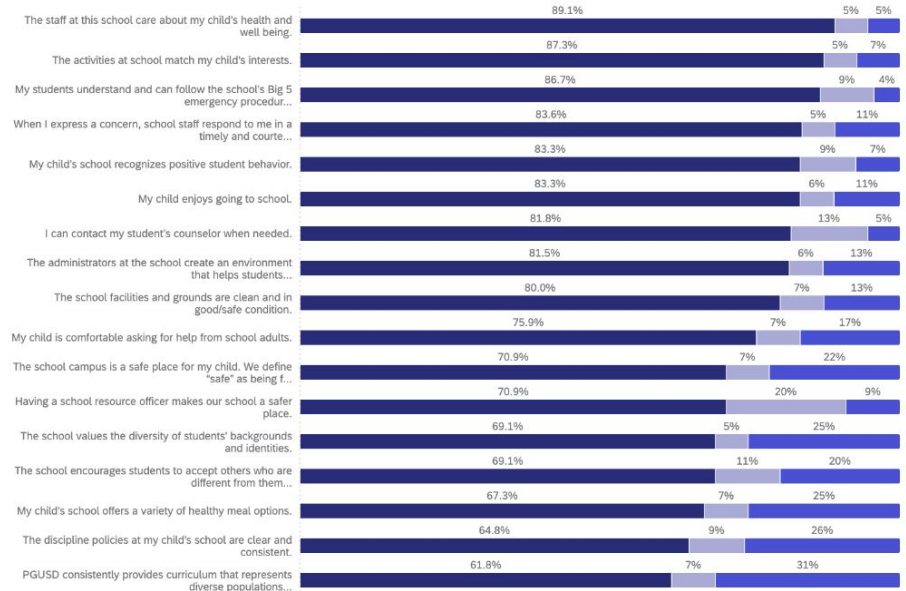
[Back to top](#)

Safe and Respectful Environment Families - Race/Ethnicity

Average Agreement Score



Top 2 vs Bottom 2 Agreement



Top 2 Box Agreement Neutral Bottom 2 Box Disagreement

Filters School Name: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All **Parent/guardian of an English learner.: Yes** Parent/guardian of a low-income student.: All [Reset to Default](#)

EXCELLENCE

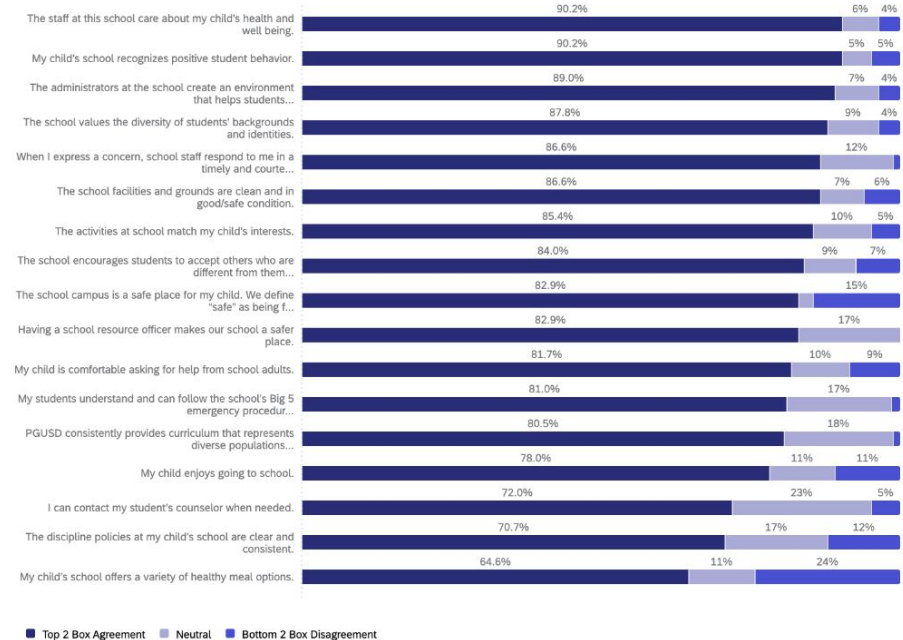
[back to top](#)

Safe and Respectful Environment Families - English Learners

Average Agreement Score



Top 2 vs Bottom 2 Agreement

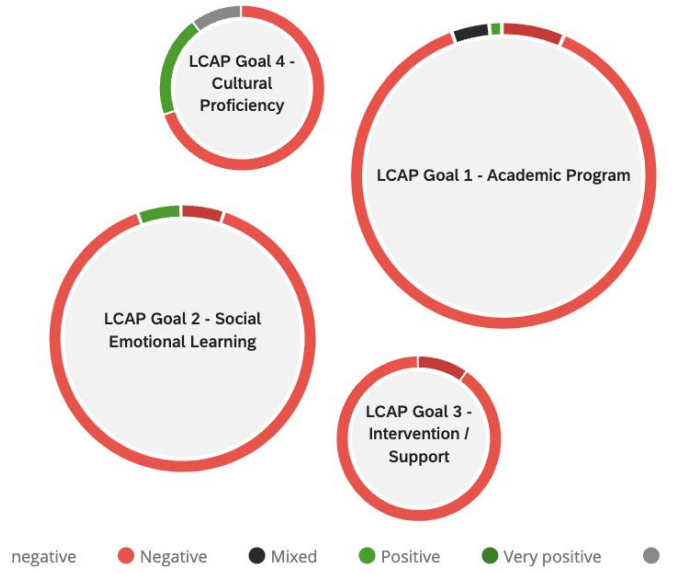
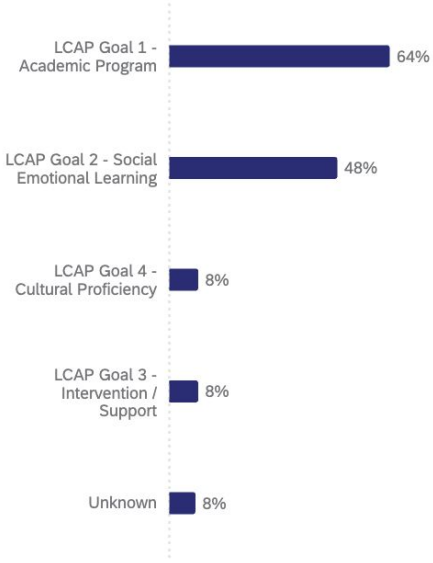
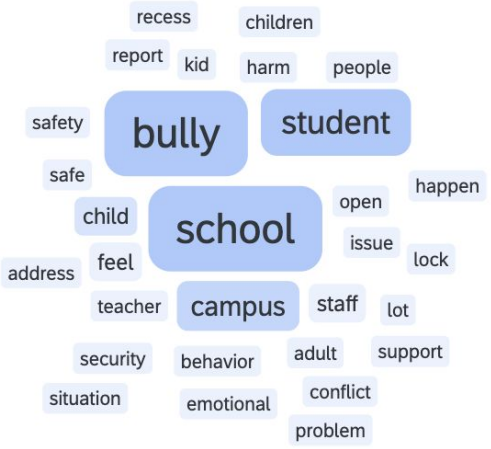


Parent/Guardian Responses to the Question: If no, what is the reason you don't feel your school campus is safe?



If no, what is the reason you don't feel the school campus is...

109



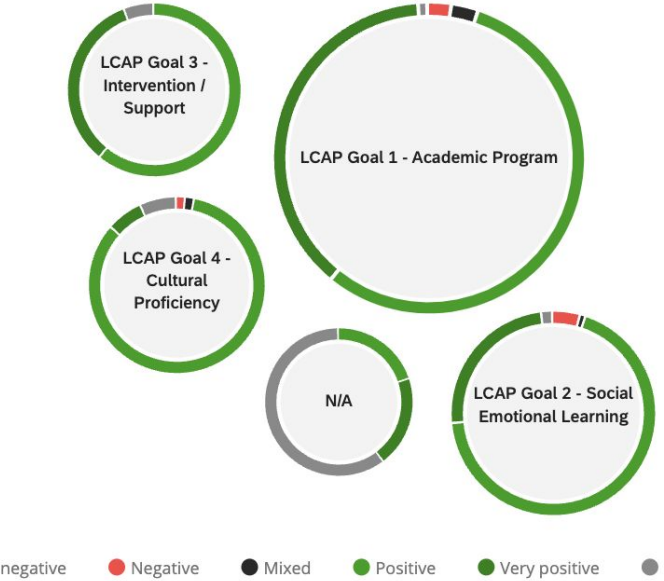
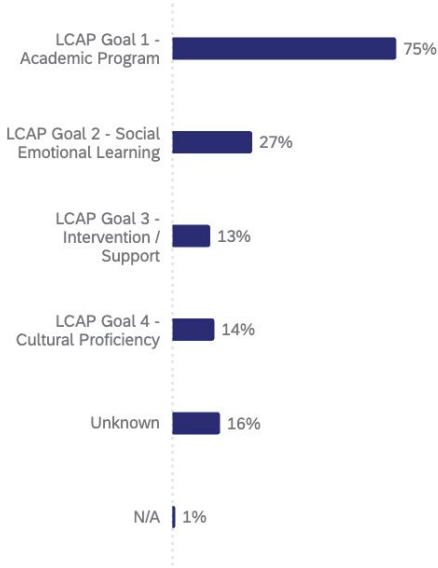
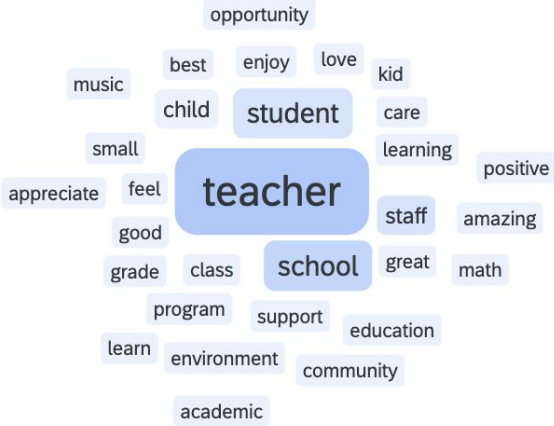
negative ● Negative ● Mixed ● Positive ● Very positive ●

Parent/Guardian Responses to the Question: If no, what is the reason you don't feel your school campus is safe?



Please describe the best thing about your student's educati...

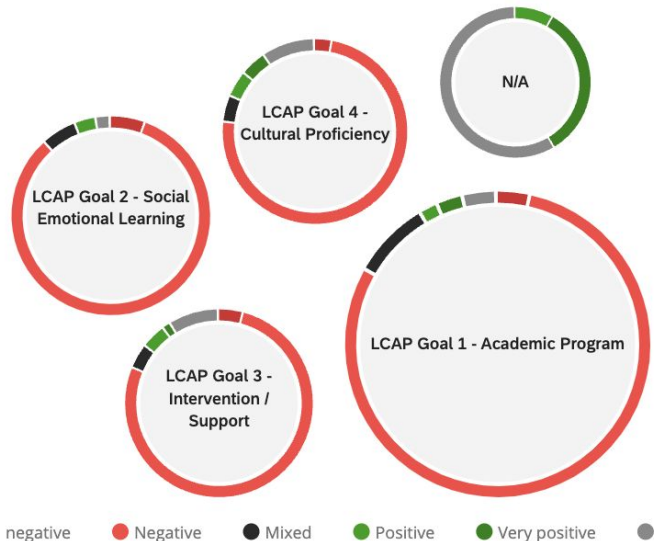
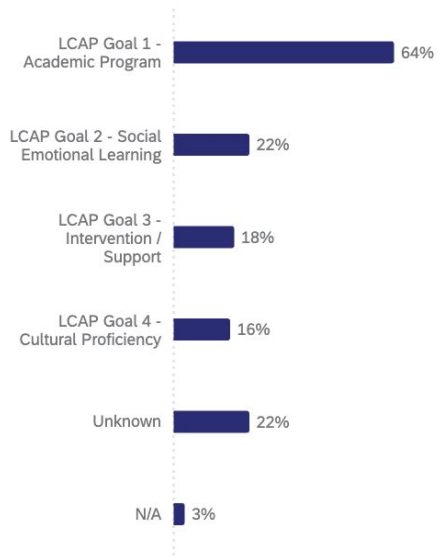
359



Parent/Guardian Responses to the Question: Tell us how we could better meet your need or those of your student's?



Please tell us how we could better meet your needs or the n...



negative Negative Mixed Positive Very positive

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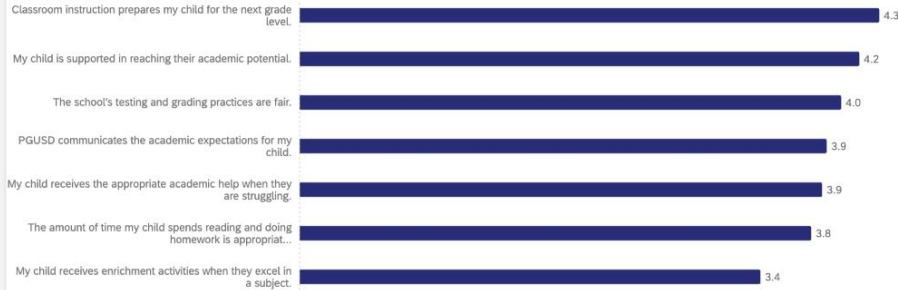


Pacific Grove Unified School District Family Engagement Survey Results

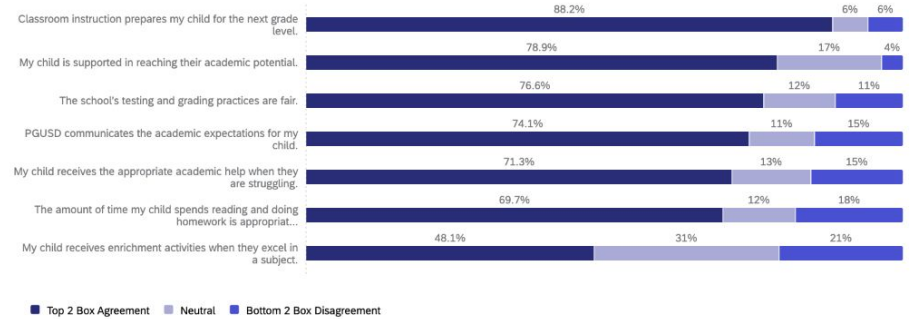
Academic Achievement

ALL Families

Average Agreement Score



Top 2 vs Bottom 2 Agreement



All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).

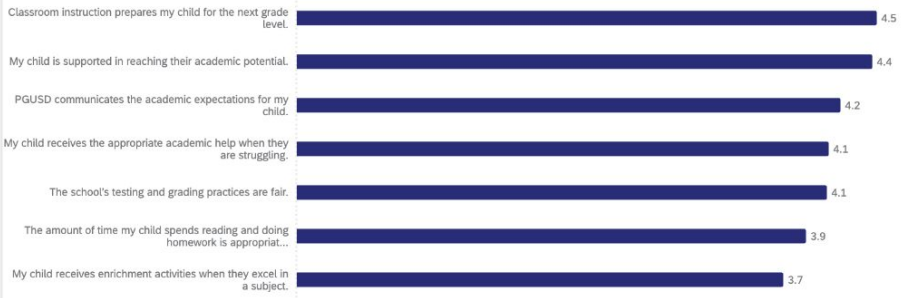


Pacific Grove Unified School District Family Engagement Survey Results

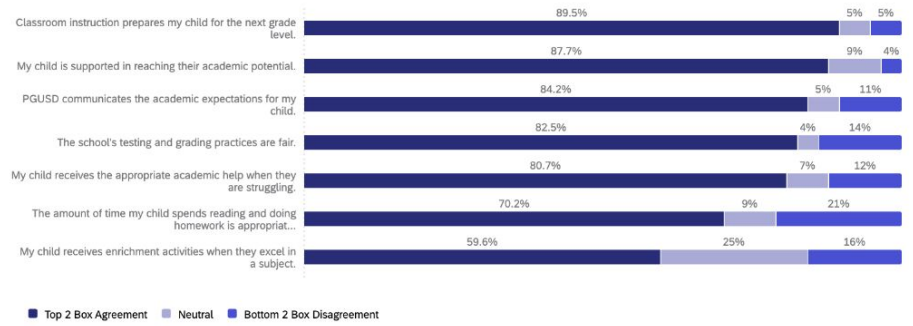
Academic Achievement

Families - Race/Ethnicity

Average Agreement Score



Top 2 vs Bottom 2 Agreement



Filters School Name: All Grade Level: All Race/Ethnicity: All Parent/guardian of foster child: All **Parent/guardian of an English learner.: Yes** Parent/guardian of a low-income student.: All [Reset to Default](#)

All viewers are currently seeing the new version of this dashboard. [Switch back](#) or [Leave feedback](#).

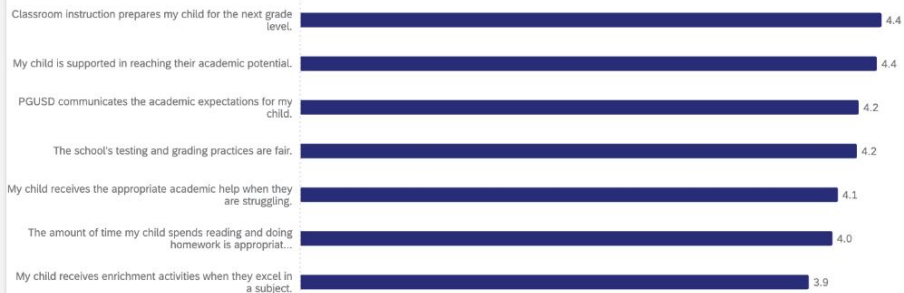


Pacific Grove Unified School District Family Engagement Survey Results

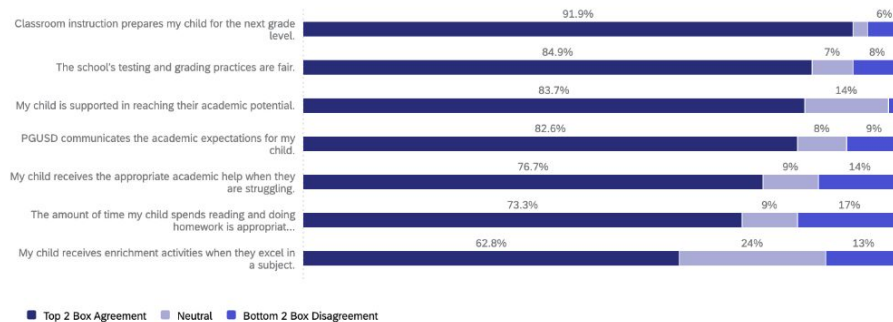
Academic Achievement

Families - English Learners

Average Agreement Score



Top 2 vs Bottom 2 Agreement



In Closing:

- Summarize Highlights from Today's Study Session
- Final Input from the Board
- Review Next Steps



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

SUBJECT: Minutes of March 21, 2024 Board Meeting

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the minutes as presented.

BACKGROUND:

The District Administration records all Pacific Grove Unified School District Board Meetings.

INFORMATION:

All meetings of the governing board of any school district shall be open to the public and shall be conducted in accordance with Chapter 9 (commencing with Section 54950) of Division 2 of Title 5 of the Government Code. All actions authorized or required by law of the governing board shall be taken at the meetings and shall be subject to the following requirements:

- (a) Minutes shall be taken at all of those meetings, recording all actions taken by the governing board. The minutes are public records and shall be available to the public.
- (b) An agenda shall be posted by the governing board, or its designee, in accordance with the requirements of Section 54954.2 of the Government Code. Any interested person may commence an action by mandamus or injunction pursuant to Section 54960.1 of the Government Code for the purpose of obtaining a judicial determination that any action taken by the governing board in violation of this subdivision or Section 35144 is null and void.

FISCAL IMPACT:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 21, 2024
 YouTube: <https://www.youtube.com/watch?v=foIQw74PSuY>

I. OPENING BUSINESS

A. Call to Order – 5:00 PM

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

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

Trustee(s) Absent: N/A

Administration Present: Superintendent Dr. Linda Adamson (LA)
 Assistant Superintendent Joshua Jorn (JJ)

Board Recorder: Lucero Villegas

Student Representative: N/A

D. Adoption of Agenda

- Public Comment: N/A
- Board Discussion: LA – Discussed changes to original posted agenda/packet
- Move: JM Second: EH Vote: Motion CARRIED by vote 5 – 0

II. CLOSED SESSION

➤ YouTube 2:13-2:54

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 Dr. Linda Adamson 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 Dr. Linda Adamson for the purpose of giving direction and updates.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 21, 2024**
YouTube: <https://www.youtube.com/watch?v=foIQw74PSuY>

3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]

4. Lease Contract Negotiations

B. Public comment on Closed Session Topics: N/A

C. Adjourn to Close Session

III. RECONVENE IN OPEN SESSION

➤ YouTube 2:55-4:17

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 Dr. Linda Adamson for the purpose of giving direction and updates.

Information was shared and direction was given

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 Dr. Linda Adamson for the purpose of giving direction and updates.

Information was shared and direction was given

3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]

Information was shared and direction was given

4. Lease Contract Negotiations

Information was shared and direction was given

B. Pledge of Allegiance

IV. CONSENT AGENDA

➤ YouTube 4:18-5:09

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 21, 2024
YouTube: <https://www.youtube.com/watch?v=foIQw74PSuY>

A. Contract for Services with the Office of Administrative Hearings

Recommendation: (Claudia Arellano, Director II of Human Resources) The Administration recommends that the Board review and approve the Contract for Services with the Office of Administrative Hearings.

- Public Comment: N/A
- Board Discussion: N/A
- Move: LO Second: CS Vote: Motion CARRIED by vote 5 – 0

V. ACTION/DISCUSSION

➤ YouTube 5:10-10:28

A. Administrative Regulation 1220 – Citizen Advisory Committees

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends the Board review Administrative Regulation 1220 and disregard staff recommendation from second reading to change “Governing Board” to “Board of Trustees”.

- Public Comment: N/A
- Board Discussion: N/A
- Move: BS Second: EH Vote: Motion CARRIED by vote 5 – 0

Walk-On Item: PGUSD Transportation Plan FY 2024-25

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Transportation Plan for Home to School Transportation (HTS) and reimbursement expenditure plan.

- Public Comment: N/A
- Board Discussion:
 - JM – Why is this yearly item presented as a walk-on? JJ answered that item has to be approved before April 1st – timing error
 - Trustees given 3 minutes to review walk-on item
- Move: JM Second: LO Vote: Motion CARRIED by vote 5 – 0

VI. INFORMATION/DISCUSSION

➤ YouTube 10:29-35:49

A. Voter Survey Results

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends the recognition of Dale Scott from Dale Scott & Company to provide survey results and guidance on next steps.

- ❖ Presentation – Dale Scott & Company

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 21, 2024
YouTube: <https://www.youtube.com/watch?v=foIQw74PSuY>

Study Session Recorded

- Public Comment: N/A
- Board Discussion:
 - CS – Thank you for Dale Scott & Company Presentation; Are Trustees listening to information tonight or will direction be given by the Board? LA answered that direction is expected from the Board after the Study Session for the 2024 Ballot
 - JM – How was the \$78 million number reached? Dale Scott answered that voters have already approved bonds over time and they have been issued (principal, interests and growth valuation rate are all used to calculate an estimate of future tax rate on bonds)
 - LO – 160 people were involved in community survey, is this a solid number to represent area? Dale Scott answered that 160 people who took part in survey are registered voters who were balanced in terms of age, gender, ethnicity, political persuasion, etc. (margin of error)
 - EH – Margin of error is critical; Can informational campaigning be done for the 58% of people who answered “Don’t Know” for slide 10 (Do you agree or disagree that...Pacific Grove USD has successfully completed projects promised with Measure D bond funds approved by voters in March 2020?) Dale Scott answered that this is being started and should continue
 - BS – Thank you for information; How can we push out more information out to voters? Dale Scott added that an informational piece went out to every registered voter after the survey was completed to continue educating the voters
- Direction: Item will be further discussed during the April 18th, 2024 Special Board Meeting

B. Board Study Session

Recommendation: (Dr. Linda Adamson, Superintendent) The Administration recommends that the Board discuss an overview of the state school facilities program (SB50) which includes state, federal and grant funding. In addition, an overview of the programming details associated with the development of Educational Specifications and Facility Master Plans for LEA's looking to modernize or newly construct infrastructure and buildings on school site campuses. The group of experts will also cover Deferred Maintenance five-year planning, prioritization of high risk/high need projects and how all this ties into the Prop 28 Measured General Obligation Bond Program at PGUSD.

- Public Comment: N/A
- Board Discussion: N/A
- Direction: N/A

C. Board Governance Training and Self-Evaluation

Recommendation: (Dr. Linda Adamson, Superintendent) The Administration recommends that the Board continue discussing Board Governance Training and Self-Evaluation(s).

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
SPECIAL MEETING MINUTES: MARCH 21, 2024
YouTube: <https://www.youtube.com/watch?v=foIQw74PSuY>

- Public Comment: N/A
- Board Discussion: N/A
- Direction: N/A

VII. ADJOURNMENT

Adjourned

Next regular Board Meeting will be held on April 4, 2024

Approved and submitted:

A handwritten signature in black ink, appearing to read "Linda Adamson". The signature is written in a cursive style with a large initial "L".

Superintendent Dr. Linda Adamson
Secretary to the Board

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

SUBJECT: Cash Receipts Report #15

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #15.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of March 25, 2024 to April 2, 2024.

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 # 15 Cash Receipts

March 25, 2024 - April 2, 2024

Date	Num	Name	Account	Amount
Mar 25 - Apr 2, 24				
03/26/2024	22316	Santa Cruz Office of Education	SMAA	4,522.05
03/26/2024	22317	CDPH	IAQ Grant	9,999.00
03/26/2024	22318	RETIREE INSURANCE	RETIREE INSURANCE	1,151.22
03/26/2024	22319	Fingerprinting	Fingerprint Fees	50.00
03/26/2024	22320	Developer Fees	Developer Fees	4,774.19
03/27/2024	22321	RETIREE INSURANCE	RETIREE INSURANCE	700.00
03/28/2024	22322	CAFETERIA	CAFETERIA	499.00
03/29/2024	22323	ADULT EDUCATION	ADULT EDUCATION	2,126.08
03/29/2024	22324	Facilities	Lost Key Fee	35.00
03/29/2024	22325	RETIREE INSURANCE	RETIREE INSURANCE	1,226.33
03/29/2024	22326	RETIREE INSURANCE	RETIREE INSURANCE	59.00
03/31/2024	22327	STATE PRE SCHOOL	PRESCHOOL	1,569.00
03/31/2024	22328	CAFETERIA	CAFETERIA	-79.99
04/01/2024	22329	ASE - After School Enrichment	After School Enrichment Cl...	7,635.00
04/01/2024	22330	MISC	Benefits	227.00
04/01/2024	22331	STATE OF CALIFORNIA	MEDI-CAL	14,441.00
04/01/2024	22332	RETIREE INSURANCE	RETIREE INSURANCE	262.00
04/01/2024	22333	Facilitron	FACILITIES USE	1,673.99
04/02/2024	22334	RETIREE INSURANCE	RETIREE INSURANCE	216.00
Mar 25 - Apr 2, 24				51,085.87

- 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: April 18, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant 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

Friends of PG Co-op Preschool

\$600 (General Enrichment)
\$750 (Co-op Preschool Garden)
\$131.08 (Trampolines)

Pacific Grove Unified School District

None

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

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

SUBJECT: Out of County or Overnight Activities

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Out of County or Overnight requests.

BACKGROUND:

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

INFORMATION:

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

FISCAL IMPACT:

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
2023-24 OUT OF COUNTY OR OVERNIGHT ACTIVITIES**

<u>Date(s)</u>	<u>Destination</u>	<u>Student/ Class/ Activity</u>	<u>Transportation</u>	<u>Cost</u>	<u>Funding Source</u>
4/20/2024	Diablo Valley College & Great America Pleasant Hill & Santa Clara, CA	PGHS Music Class Forum Music Festival	Auto	\$ -	na

PACIFIC GROVE UNIFIED SCHOOL DISTRICT PGHS REQUEST FOR OFF CAMPUS ACTIVITY

Board Approval is required for all out-of-county, out-of-state, or overnight activities. The request must be approved by the Board prior to the event, therefore the request must be submitted **AT LEAST FOUR (4) WEEKS PRIOR TO THE EVENT**. For ALL other activities, submit a request two weeks in advance of activity.

Date of Activity: 4/20/24 Day of Activity: Saturday

Activity Name/ Location: Forum Music Festival Address: 321 Gold Club Drive

City: Pleasant Hill County: Contra Costa

School: Pacific Grove High School Teacher/ Class or Club: Warren Grade: 9-12

School Departure Time: 7:30 a.m. Pickup Time from Place of Activity: 12:30 p.m.

Name(s) of Employee(s) Accompanying Students: Robert Klevan

Number of Adults: 8 Number of Students: 18
(Total Chaperones)

Description of Activity/ Educational Objective: Juried performance with repercussions for next year.

List All Stops: Diablo Valley College, Great America (Santa Clara)

I understand that per Board Policy 6153, I am responsible for sending and having returned prior to departure written permission from parents for this trip. GW (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: GW (Teacher/ Coach/Advisors Initials)

Name(s) of Auto Drivers (subject to change): Driving own children: Erica Chavez, Hyejung Shin, Erin Clark
Drivers: Laura Ahmadi, Jungaha An, Rebeca Michael, Ryan Sakakihara

- Form-OCA-1 Release of Driver Record Information is on file with the District on file
- Form-OCA-2 Personal Automobile Information is on file with the District on file
- Fingerprint clearance is on file with the District cleared

Requested By: George Warren George Warren Date: 04/01/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 04/02/2024

Substitute Required: No # of Days Account Code (for sub):

Cost of Activity: \$ 0 + Cost of Transportation: \$ 0 + Cost of Substitute: \$ = Total Cost (Est): \$ 0.00

Funds to be charged for all activity expenses: () Students () Club () PG Pride () Other ^{na}

Account Code: na

TRANSPORTATION DEPARTMENT/ DISTRICT OFFICE USE

Date Received: Transportation Available:

Transportation Type: () School Bus () Charter

Approved by Transportation Supervisor: Date:

Approved by Assistant Superintendent: Date:

Board Approval: Date of Board Approval:

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

SUBJECT: Agreement between University of Massachusetts Global and the Pacific Grove Unified School District

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Claudia Arellano, Director II, Human Resources

RECOMMENDATION:

The District Administration recommends the Board review and approve the supervised practicum and/or fieldwork Agreement between University of Massachusetts Global and Pacific Grove Unified School District.

BACKGROUND/INFORMATION:

Brandman University completed its strategic partnership with the University of Massachusetts Global, effective September 1, 2021, ending the long affiliation they had with Chapman University. In connection with this strategic partnership, they changed their name to University of Massachusetts Global or “US Mass Global.” US Mass Global is accredited by the WASC Senior College and University Commission (WSCUC) as an educational institution in Teacher Education, School Psychology, Education Administration and School Counseling.

The university has approached PGUSD to continue to serve as a “fieldwork site” partner and allow the university to place its students in the different field areas. University students that are placed in our schools complete the directed teaching and/or fieldwork experience required as part of a teaching or service credential program. The Agreement will be effective 7/01/2024 and will continue through 07/01/2029.

FISCAL IMPACT:

N/A



TRADITIONAL CLINICAL PRACTICE AGREEMENT

Please check below all the applicable supervised practicum and/or fieldwork in which in your District will be participating with University of Massachusetts Global.

TEACHER EDUCATION	<input checked="" type="checkbox"/>	SCHOOL PSYCHOLOGY	<input checked="" type="checkbox"/>
SCHOOL COUNSELING	<input checked="" type="checkbox"/>	EDUCATION ADMINISTRATION	<input checked="" type="checkbox"/>
EARLY CHILDHOOD EDUCATION			<input checked="" type="checkbox"/>

THIS AGREEMENT is made and entered into by and between University of Massachusetts Global hereinafter called the "UNIVERSITY," and the Pacific Grove Unified School District, hereinafter called "FIELDWORK SITE."

I. RESPONSIBILITIES OF THE UNIVERSITY

- A. The UNIVERSITY will assure that the student shall have completed the necessary educational prerequisites, to be eligible for supervised fieldwork including proof of negative TB test current within one year of supervised fieldwork and issuance of certificate of clearance.
- B. The UNIVERSITY shall designate a faculty or staff member to coordinate, consult, and collaborate with the classroom teacher or district designee of the FIELDWORK SITE, the activities of each student assigned to FIELDWORK SITE and student fieldwork experience.
- C. The UNIVERSITY may provide monetary compensation for services rendered by the FIELDWORK SITE in an amount not to exceed the actual cost of the services rendered by the FIELDWORK SITE per Appendix A.

II. RESPONSIBILITIES OF THE FIELDWORK SITE

- A. The FIELDWORK SITE shall provide students with experiences with a student population that is diverse in terms of ethnicity, culture, language, socio-economics and/or special needs.
- B. The FIELDWORK SITE staff will promptly and thoroughly investigate any complaint by any participating student of unlawful discrimination or harassment at the FIELDWORK SITE or involving employees or agents of the FIELDWORK SITE, take prompt and effective remedial action when discrimination or harassment is found to have occurred, and promptly notify the UNIVERSITY of the existence and outcome of any complaint of harassment by, against, or involving any participating student.
- C. The FIELDWORK SITE staff will provide, upon request by any participating student, such reasonable accommodations at the FIELDWORK SITE as required by law in order to allow qualified disabled students to participate in the program.

- D. To provide for emergency health care of the student in case of accident at the expense of the student.
- E. To provide all participating students with a copy of the FIELDWORK SITE'S rules, regulations, policies, and procedures with which the students are expected to comply and notify the UNIVERSITY of any change in its personnel, operation, or policies which may affect the field education experience.
- F. Comply with all federal, state and local statutes and regulations applicable to the operation of the program, including without limitation, laws relating to the confidentiality of student records.
- G. The FIELDWORK SITE staff shall comply with APPENDIX B regarding the FIELDWORK SITE'S supervision of UNIVERSITY students.

III. THE PARTIES MUTUALLY AGREE

- A. The FIELDWORK SITE shall provide field experiences in such schools or classes of the FIELDWORK SITE and under the direct supervision and instruction of such employees of the FIELDWORK SITE, as specified by the duly authorized representatives of the FIELDWORK SITE and the UNIVERSITY.
- B. The FIELDWORK SITE may, for good cause, refuse to accept for field experiences, or terminate the field experience assignment of any student of the UNIVERSITY assigned to the FIELDWORK SITE in writing. Prior to removal of a student, the FIELDWORK SITE shall consult with the UNIVERSITY about its concerns and proposed course of action. The UNIVERSITY may terminate the field experience assignment or student teaching assignment of any student of the UNIVERSITY at the FIELDWORK SITE at any time, and may do so if the FIELDWORK SITE so requests in writing with a statement of reasons why the FIELDWORK SITE desires to have the student withdrawn.
- C. Neither party shall discriminate in the assignment of students on the basis of race, color, disability, sex, religion, national origin, ancestry, sexual orientation, or any other basis prohibited by law.
- D. The UNIVERSITY agrees to indemnify, hold harmless, and defend the FIELDWORK SITE, its agents, and employees from and against all loss or expense (including costs and attorney fees) resulting from liability imposed by law upon the FIELDWORK SITE because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement and due or claimed to be due to the negligence of the UNIVERSITY, its agents, employees, or students.
- E. The FIELDWORK SITE agrees to indemnify, hold harmless, and at the UNIVERSITY'S request, defend the UNIVERSITY, its agencies and employees from and against all loss or expenses (including costs and attorney fees) resulting from liability imposed by law upon the UNIVERSITY because of bodily injury to or death of any person or on account of damages to property, including loss of use thereof, arising out of or in connection with this Agreement, and due or claimed to be due to the negligence of the FIELDWORK SITE, its agents, or employees.
- F. The parties agree that the students are considered learners who are fulfilling specific requirements for field experiences as part of a degree and/or credential requirement. Therefore, regardless of the nature or extent of the acts performed by them, students are not to be considered employees or agents of either the UNIVERSITY or the FIELDWORK SITE for any purpose including Workers' Compensation or any other employee benefit programs. The students shall not be entitled to any monetary remuneration for services performed by them in the course of their training.
- G. The parties mutually agree each shall provide and maintain commercial general liability

insurance or self-insurance acceptable to both parties in the minimum amounts of \$1,000,000 per occurrence, \$3,000,000 general aggregate and upon request shall furnish proof thereof in the form of a certificate of insurance within 30 days of the effective date of this Agreement. Each Certificate of Insurance shall specify that should any above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions.

- H. Both parties acknowledge they are independent contractors, and nothing contained in this Agreement shall be deemed to create an agency, joint venture, franchise or partnership relation between the parties and neither party shall so hold itself out. Neither party shall have the right to obligate or bind the other party in any manner whatsoever, and nothing contained in this Agreement shall give or is intended to give any right of any kind to third persons.
- I. Any failure of a party to enforce that party's right under any provision of this Agreement shall not be construed or act as a waiver of said party's subsequent right to enforce any provisions contained herein.
- J. Notices required or permitted to be provided under this Agreement shall be in writing and shall be deemed to have been duly given if mailed first class to the parties that signed this agreement and to the addresses below.

FIELDWORK SITE CONTACT INFORMATION:

Pacific Grove Unified School District
435 Hillcrest Ave
Pacific Grove, CA 93950
Attn: Claudia Arellano
Phone: 831-646-6507

UNIVERSITY CONTACT INFORMATION:

University of Massachusetts Global
16355 Laguna Canyon Road
Irvine, CA 92618
Attn: School of Education, Dean
Fax: (800) 775-0128

- K. If any term or provision of this Agreement is for any reason held to be invalid, such invalidity shall not affect any other term or provision, and this Agreement shall be interpreted as if such term or provision had never been contained in this Agreement.
- L. In the event of any material default under this Agreement, which default remains uncured for a period of twenty-one (21) days after receipt of written notice of such default, or in the event of the loss of WASC accreditation by the UNIVERSITY, this Agreement may be immediately terminated by the non-defaulting party.
- M. This Agreement fully supersedes any and all prior agreements or understandings between the parties or any of their respective affiliates with respect to the subject matter hereof. No change, modification, addition, amendment, or supplement to this Agreement shall be valid unless set forth in writing and signed and dated by both parties hereto subsequent to the execution of this Agreement.
- N. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement. Should either party institute legal action to enforce any obligation contained herein, it is agreed that the proper venue of such suit or action shall be Orange County, California.

IV. TERM AND TERMINATION OF AGREEMENT

- A. THE TERM of this Agreement shall be effective 07/01/2024 and shall continue in full force and effect through 07/01/2029. This Agreement may be renewed for one (1) additional term of the contract by mutual written consent of the parties.

B. THIS AGREEMENT may be terminated by either the UNIVERSITY or the FIELDWORK SITE with or without cause upon thirty (30) days written notice provided that (subject to the other terms of this Agreement) all students performing fieldwork at the time of notice of termination are given the opportunity to complete their fieldwork at the Fieldwork Site.

SIGNATURES:

FIELDWORK SITE: Signature: _____
Name: Claudia Arellano
Title: Director II, Human Resources
Date: 4/14/2024

UNIVERSITY: Signature: _____
Name: Dr. David Andrews
Title: Chancellor & CEO
Date: _____

Appendix A
Payment for Cooperating Teachers for Teacher Education Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Multiple and Single Subject Credential candidates.
- (b) \$ 200 Cooperating Teacher stipend per eight (8) week session of full-time student teaching consisting of three to six (3-6) units for Education Specialist Instruction Credential (Special Education) candidates.

METHOD OF PAYMENT: Stipend is to be paid directly to the Cooperating Teacher.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been in student teaching and has been at the assignment for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment. Said payment is to exceed no more than six (6) units per session of terminated assignment. In the event the field experience of a UNIVERSITY student is terminated by the UNIVERSITY and/or the COOPERATING TEACHER for any reason after the student has been in the field experience for a minimum of two weeks, COOPERATING TEACHER shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

Within thirty (30) days following the close of each session or academic session of the UNIVERSITY, the COOPERATING TEACHER shall submit an invoice and I-9 form as provided and signed to them by the UNIVERSITY, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session. This process may be altered according to individual districts procedures as to the manner in which the invoicing will proceed so long as the parties mutually agree to such alteration in advance.

Payment for Supervisors at Fieldwork Site for Early Childhood Education
Fieldwork Only

I. SPECIAL PROVISIONS – RATES and PAYMENTS

- (a) \$ for the supervising professional stipend per eight (8) week session of observation. Requires a total of 60 supervised contact hours for the student

METHOD OF PAYMENT: Stipend is to be paid directly to the supervisor professional at Fieldwork Site.

In the event the assignment of a UNIVERSITY student is terminated by the UNIVERSITY and/or the FIELDWORK SITE for any reason after the student has been at the assignment for a minimum of two weeks, Supervisor at the FIELDWORK SITE shall receive payment for one assignment on account of each student as though there had been no termination of the assignment.

At the end of the practicum session of the UNIVERSITY, the supervisor professional at the FIELDWORK SITE shall submit an invoice, by email, to the UNIVERSITY for payment at the rate provided therein for all field experiences provided by the FIELDWORK SITE under and in accordance with this agreement during said session.

Appendix B

Specific Supervision Requirements for Each Program

Teacher Education Fieldwork:

- A. "Field Experience" as used herein and elsewhere in this agreement means active participation in the duties and function of classroom under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid clear teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the field experience is provided, and have completed a minimum of three years successful teaching experience. "Student Teaching" is used herein and elsewhere in this agreement means participation in the duties and function of classroom teaching under the direct supervision and instruction of employees of the FIELDWORK SITE who hold valid, teaching credentials issued by the California Commission on Teacher Credentialing, authorizing them to serve as classroom teachers in the schools or classes in which the student teaching experience is provided, and have completed a minimum of three years successful teaching experience.
- B. The UNIVERSITY'S Teacher Education Policy provides that student teachers without emergency or substitute permits may not be asked by the school districts to serve and be paid for substitute teaching as, under California law, student teachers are not certificated personnel and as they require full-time supervision. Those holding substitute or emergency permits may substitute for their Cooperating Teacher only (a maximum of four (4) days only): when s/he is ill; when it is determined by the principal that this is in the best interest of the students in the classroom as well as the candidate; after the first four weeks of the first assignment; and/or when the candidate is paid.
- C. "Session of Student Teaching," for Multiple Subject and Single Subject Credential candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- D. "Session of Student Teaching," for Education Specialist Instruction Credential (Special Education) candidates as used herein and elsewhere in this agreement is considered to be a full day of student teaching daily for five (5) days a week for a minimum of eight (8) weeks for elementary credential candidates (for this, the elementary credential candidate receives three to six (3-6) session units of practice teaching credit), and three periods a day for five (5) days a week for a minimum of eight (8) weeks for secondary credential candidates (for this, the secondary credential candidate receives three to six (3-6) session units of practice teaching credit).
- E. An assignment of a Multiple Subject and Single Subject Credential candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a two eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- F. An assignment of an Education Specialist Instruction Credential (Special Education) candidate of the UNIVERSITY to student teaching in classes of schools of the FIELDWORK SITE shall be for a single eight (8) week session as mutually agreed between the UNIVERSITY and FIELDWORK SITE.
- G. The assignment of a UNIVERSITY student to field experiences and student teaching at FIELDWORK SITE shall be deemed to be effective for the purposes of this agreement as of the date the student presents to the proper FIELDWORK SITE officials the assignment papers or

other documents provided by the UNIVERSITY effecting such assignment, but not earlier than the date of such assignment as shown on such card or other document.

- H. School Site-employed supervisors for multiple and single subject candidates must complete an orientation to the program's expectations to be knowledgeable regarding program curriculum and assessments, including the TPEs and the California Teaching Performance Assessment (CAL TPA). School Site employed supervisors are required to complete a minimum of 10 hours of initial orientation provided through University of Massachusetts Global on the program curriculum, effective supervision approaches such as cognitive coaching, adult learning theory, and current content-specific pedagogy and instructional practices, program curriculum and assessments, including the TPEs and the CAL TPA. The program ensures that district employed supervisors remain current in the knowledge and skills for candidate supervision and program expectations. Eight hours of the ten-hour orientation may be met via experience and professional development pertaining to cognitive coaching, adult learning theory, instructional practices, and inclusion. Two hours of the ten-hour orientation are specific to University of Massachusetts Global and take place via the shared candidate supervision process.
- I. School Site with Student Teachers must have a fully qualified administrator.
- J. University may request use of video capture (GoReact) for candidate reflection and CAL TPA completion to reflect to the extent possible Student Teacher's knowledge, skills, and abilities to instruct TK-12 students while meeting state-adopted academic standards for their program. School Site shall inform Credential Student Teachers of video recording policies in place for the CAL TPA video capture requirement. If the site does not have a video request form or permission slip a generic form is available to the candidate via the CTC webpage.
- K. The UNIVERSITY shall complete formal observations and/or evaluations of the student approximately every 3 weeks regarding his/her performance at the FIELDWORK SITE. This may be conducted in person or via secure video (GoReact).

School Counseling Fieldwork:

- A. Provide an average of one (1) hour of individual or one-and-one-half (1.5) hours of small group supervision per week from an experienced school counselor with at least two years of professional experience.
- B. The program assigns qualified supervisors and provides training based on the program's design.

Qualifications for supervisors must include, but are not limited to:

- a. Possession of a PPS School Counselor credential and a minimum of two years PPS experience as appropriate to the candidate's fieldwork setting.
- b. The University will provide materials for supervisors on training in models of supervision, the SCPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.

Candidates are required to:

- c. Complete a minimum of eight hundred (800) clock hours in two of three school levels such as elementary, middle, high school with a minimum of two hundred (200) clock hours within each level. Two hundred (200) hours of the eight hundred (800) clock hours may be completed in other areas related to schools and/or counseling, such as field work hours needed for a Child Welfare and Attendance (CWA) authorization.
 - d. Meet with their supervisor for one (1) hour of individual or one-and-one-half (1.5) hours of small group (limit 8 candidates per group) supervision per week. 600 clock hours are required in a public Pre-K-12 school, must be supervised by a professional who holds a valid PPS credential and is always also accessible to the candidate while the candidate is accruing fieldwork hours.
- C. University Supervision Requirements include:
- e. One-and-one-half (1.5) hours per week of group supervision provided on a regular schedule throughout the field experience, usually performed by a program faculty member.
 - f. The program provides preparation and continuing education for field experience supervisors on program requirements, models of supervision, and the SCPEs, in collaboration with site supervisors. Site Supervisors share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- D. Provide opportunities for students to gain a broad range of experiences, including experiences in:
- a. Personal and career assessments
 - b. Personal counseling experience in either an individual or group context
 - c. Experience in School-based programs serving parents and family members
 - d. Observing classroom instruction
 - e. Attending district and school-based meetings
 - f. Mapping school-based community resources
 - g. The candidate is to perform, under supervision, the functions of school counselors in school counseling domains.
 - h. Participating in professional development activities.
 - i. Participating in individual or group supervision.
 - j. Learning about and using technology and information systems.
 - k. Learning about Individual differences and student diversity.
- E. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including, (a) elementary, middle school or junior high, and (b) high school.
- F. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school counselor who has at least two years' experience in school counseling to serve as the primary supervisor. The candidate may also work with other experienced school counselors for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two candidates.
- G. The FIELDWORK SITE shall ensure that the candidate receives an average of one hour of individual or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- H. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluation of the student's performance near the end of each university session.
- I. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to

attend professional development experiences or professional association meetings.

Specific Supervision Requirements School Psychology Fieldwork:

There are two required levels of field based activities. The first level, practicum, consists of a series of supervised experiences that occur prior to the culminating field experience or internship, and is conducted in field-based settings. The practicum provides for the application of pedagogical knowledge, skills and abilities as identified in the SPPEs.

A minimum of 450 clock hours of practicum is required according to the following standards and guidelines:

1. A minimum of three hundred (300) clock hours in a preschool to grade 12 school setting providing direct and indirect pupil services.
2. Up to 150 hours of experience may be offered through on-campus agencies (for example, child study center, psychology clinic, relevant educational research or evaluation activities), or community agencies (for example, private schools, community mental health centers).
 - J. Provide an average of two (2) hours of individual or small group supervision per week from an experienced school psychologist.
 - K. Assigned practicum supervisors must meet the following qualifications for practicum/fieldwork supervisors must include but are not limited to:
 - Minimum of 3 years of experience as professional in the field
 - Possession of a PPS School Psychology Credential
 - Knowledge of context and content appropriate to the practicum experience. A field-based professional holding a current and valid credential authorizing service as a school psychologist provides direct culminating fieldwork or internship supervision.
 - L. Provide experiences with a diverse student population.
 - M. Provide experiences with a variety of educational programs.
 - N. A minimum of twelve hundred (1,200) clock hours of field experience is required as part of the culminating fieldwork or internship according to the following guidelines:
 - i. The culminating field experience or internship is typically completed within one (1) academic year but shall be completed within no more than two (2) consecutive academic years.
 - ii. The culminating field experience or internship must include a minimum of one thousand (1000) clock hours in a preschool –grade 12 school setting providing direct and indirect services to pupils.
 - iii. Up to two hundred (200) hours of field experience may be acquired in other settings such as (a) private, state-approved educational programs; (b) other appropriate mental health-related program settings involved in the education of pupils; (c) relevant educational research or evaluation activities. Supervision and principal responsibility for the field experience in other settings is the responsibility of the off-campus agency.
 - iv. A written plan for the culminating field (or intern) experience is prepared and agreed upon by representatives of the local educational agency, the field (or intern) supervisor(s), and program supervisory staff. The field experience plan is completed early in the field experience and is periodically reviewed and revised by the University Supervisor along with input from the site supervisor. The plan identifies the field experience objectives, describes appropriate experiences for the achievement of the objectives across settings, and outlines the evaluation plan for determining the achievement of each objective. The plan also delineates the responsibilities of both the university and the local supervisory personnel.

- O. Provide opportunities for candidates to gain a broad range of experiences, including experiences in:
 - a. Data based decision making: Assessing and reevaluating individual pupils and their programs.
 - b. Collaboration and consultation with school personnel and participation on interdisciplinary teams.
 - c. Developing, implementing and evaluating academic and behavioral interventions.
 - d. Providing counseling and other mental health interventions.
 - e. Home, school, community collaboration: working with parents and community members.
 - f. Learning about, helping develop, or evaluating policy, practices and programs.
 - g. Participating in professional development activities.
 - h. Participating in individual or group supervision.
 - i. Learning about and using technology and information systems.
- P. Learning about Individual differences and student diversity.
- Q. The University will provide materials for supervisors on training in models of supervision, the SPPEs, and program fieldwork requirements share responsibility for the quality of field experience, design of field experiences, quality of clinical progress, and assessment and verification of candidate competence.
- R. The FIELDWORK SITE shall provide activities that occur across at minimum of two of four settings, including (a) preschool, (b) elementary, (c) middle school or junior high, and (d) high school.
- S. The FIELDWORK SITE in collaboration with the UNIVERSITY will designate one school psychologist who has at least three years' experience in School Psychology to serve as the primary supervisor. The student may also work with other experienced school psychologists for specific activities. In no case shall any supervisor be assigned by the FIELDWORK SITE to provide concurrent supervision for more than two interns or students.
- T. The FIELDWORK SITE shall ensure that the student receives an average of two hour of individual or two hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- U. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at least one written evaluations of the student's performance near the end of each university session.
- V. The FIELDWORK SITE shall ensure that the candidate will be treated by the district as part of the professional staff and provided a supportive work environment, adequate supplies, counseling and test materials. In addition, it shall see that the candidate is encouraged to participate in district, SELPA, or county committees; and that he/she is provided release time as needed to attend professional development experiences or professional association meetings.

School Administration:

- A. The FIELDWORK SITE shall provide student with individual and/or small group supervision from an experienced school administrator.
- B. The FIELDWORK SITE shall ensure that the student receives an average of one hour of individual and/or one and one-half hours of group face-to-face supervision per week, although more time may be needed, especially at the beginning of the FIELDWORK experience.
- C. The FIELDWORK SITE supervisor, in collaboration with the UNIVERSITY faculty, will complete at

least one written evaluation of the student's performance near the end of each university session.

- D. The FIELDWORK Site shall support the Administration of the California Administrator Performance Assessment (CalAPA) Video.
- a. For purposes of implementing any video requirement, candidates must be able to record interactions with faculty, staff, and PK-12 students.
 - b. The program assures that each school or district where the candidate is completing fieldwork has a media release for all who are videotaped on file.
 - c. The program requires candidates to affirm that the candidate has followed all applicable video policies for any CalAPA task requiring a video, and maintains records of this affirmation for a full Accreditation cycle
- E. The FIELDWORK Site shall provide a range of activities in educational settings. The settings must:
- a. support the candidate's ability to complete the CalAPA;
 - b. demonstrate commitment to collaborative student-centered practices and continuous program improvement.
 - c. have partnerships with appropriate other educational, social, and community entities that support teaching and learning for all students;
 - d. create a learning culture that supports all students;
 - e. understand and reflect socioeconomic and cultural diversity;
 - f. support the candidate to access data, work with other educators, and observe teaching practice; and
 - g. permit video capture, where designated, for candidate reflection and CalAPA task completion.

Early Childhood Education Fieldwork:

- A. During the initial meeting with the school site employed supervisor, the candidate and the University Supervisor will collaborate to complete the Orientation Checklist and Fieldwork Plan. The Orientation Checklist will review fieldwork requirements and expectations. The Plan addresses the dates and times when the candidate will visit the practicum classroom, the candidate's goals for practicum, and the plan for increased responsibility.
- B. A minimum number of 60 hours of fieldwork is required for this course. At each visit, the candidate will spend no fewer than three (3) hours in the classroom. To document the hours spent engaged in fieldwork, the candidate must use a Fieldwork Log. The Fieldwork Log documents the dates and times spent engaged in specific activities. The school site employed supervisor will initial and sign the log to verify the candidate is in the classroom.
- C. Candidates must teach and reflect upon a minimum of three (3) lessons that will be observed by the University Supervisor. The exact number of lessons a candidate teaches is left to the school site employed supervisor's discretion. The practicum is based on gradual release of responsibility and needs to be individualized for each candidate while meeting course requirements. The candidate will plan foundations-based lessons that are developmentally, culturally and linguistically appropriate. Candidates are required to submit these plans to the school site employed supervisor prior to implementation.
- D. University may request use of video capture (GoReact) for candidate reflection.
- E. The candidate will adhere to the following professional standards:
- a. Except in cases of serious illness and approved excused absence the candidate will attend as per the schedule established at the initial meeting with the Supervising Professional.
 - b. The candidate will personally contact the Supervising Professional and the University Supervisor in advance to obtain permission for absences.
 - c. In cases of a one-day illness, the candidate must provide immediate notice to the site, Supervising Professional, and University Supervisor.

- d. The candidate will be punctual for all professional obligations including arrival at the site and other extra-curricular functions.
- e. The candidate will always dress professionally. This may include following any additional requirements set by the Supervising Professional or site.

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

SUBJECT: Agreement between California State University Monterey Bay “CSUMB” and the Pacific Grove Unified School District

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Claudia Arellano, Director II, Human Resources

RECOMMENDATION:

The District Administration recommends the Board review and ratify the “University-Agency” Agreement between CSUMB and Pacific Grove Unified School District.

BACKGROUND/INFORMATION:

California State University Monterey Bay wishes to continue its partnership with the District to service the community through the placement of university students. This is accomplished through field education, service learning, internships, research, and other activities that integrate the students’ academic study with practical experience. The Service Learning Partnership agreement allows university students to be placed within the District and engage in meaningful reflective activities and service which enhances their knowledge of their academic discipline and deepens their sense of civic responsibility, self-awareness, and professional development. The Agreement will be effective from April 3, 2024 and will continue through April 17, 2029.

FISCAL IMPACT:

N/A



Dear Community Partner,

Faculty, students, and administrators in the California State University (CSU) system have been partnering with local organizations since the first CSU campus was founded in 1857. These partnerships significantly improve the quality of life across California and contribute to our student learning, faculty teaching and research, CSU programs, and local communities.

California State University Monterey Bay welcomes partnership with your agency to host students in service-learning, internships, and/or other forms of community engagement. A University-Agency Agreement for Placement of Students (UAAPS) is required to become a partner.

The UAAPS ensures that your agency and CSUMB formally acknowledge each other's responsibilities in this mutually beneficial partnership. In short, the UAAPS supports our efforts to prepare and monitor students, provide quality service, and appraise your agency of expectations for our students' quality of experience.

Furthermore, the UAAPS guides risk management and addresses potential liability issues. With the UAAPS in place, participating students will be covered by CSU's Student Academic Field Experience for Credit Liability Insurance Program (SAFECLIP) or Student Professional Liability Insurance Program (SPLIP). SAFECLIP and SPLIP provide indemnity, including legal defense costs for students, faculty, campus, and host institution (when required by contract/agreement) if there is a claim or lawsuit involving injury to others or damage to property in connection with service learning or other academic fieldwork experiences.

CSUMB, therefore, requests that your agency promptly complete and submit the UAAPS to establish an approved partnership. The completed UAAPS should be returned to the requesting CSUMB Academic Department or Center. The UAAPS ensures your agency's listing in the CSUMB database of approved sites.

Questions regarding the nature of the academic engagement/internship may be directed to the specific Academic Department. Questions regarding legal aspects may be directed to Contracts & Procurement at procurement@csumb.edu.

Once your completed UAAPS is processed, your agency will be eligible to host all CSUMB faculty and students for a period of five years, from any CSUMB Academic Department or Center. After five years, a renewal process will be offered.

Respectfully,
California State University Monterey Bay

Instructions on completing the UAAPS

1. The UAAPS is a fillable electronic form. Open it on a computer or other electronic device.
2. Complete all required fields on pages 2 and 4 by typing in the information.
3. The "agency type" field on page 1 has a drop-down menu. Make the selection that best describes your agency.
4. Do not fill in the fields pertaining to CSUMB.
5. An authorized signatory must AdobeSign the By-line on page 4.
6. The By-line is the only component of the UAAPS that may be hand-written.

If your agency wishes to request specialized changes or amendments to the UAAPS, put these requests in writing and send them to the CSUMB Academic Department that you are working with. The Department will forward your requests to CSUMB Procurement and Contracts Services.

UNIVERSITY-AGENCY AGREEMENT FOR PLACEMENT OF STUDENTS

This agreement entered into this 3 day of April (*month*) 2024 (*year*) between CALIFORNIA STATE UNIVERSITY MONTEREY BAY, referred to as "CSUMB," and Pacific Grove Unified School District (*Agency name*), referred to as "the Learning Site".

I. STATEMENT OF PURPOSE**A. California State University, Monterey Bay**

California State University, Monterey Bay, is committed to experiential and applied learning experiences for students. This is accomplished through field education, service learning, internships, research, and other forms of community engagement that integrate the STUDENT(S)'s academic study with practical experience. Through such activities, students enhance their academic discipline knowledge and deepen their sense of civic responsibility, self-awareness, and professional development.

B. Learning Site

The Learning Site is an educational organization (*select Agency type*) located at: _____

435 Hillcrest Ave., Pacific Grove, CA 93950 (enter full address).

C. The Learning Site and CSUMB recognize the opportunity for meaningful learning experiences through community engagement that formally integrates the student's academic study with practical experience within the operations of a cooperating Agency. CSUMB supports the goals and objectives of the AGENCY program in which students will participate.**II. STUDENT LEARNING****A. Program Activities**

Activities will be accomplished in accordance with the student's Learning Plan & Participation Guidelines, reviewed and agreed upon by the STUDENT, CSUMB, and Learning Site prior to the start of the experience.

The STUDENT will:

1. Participate in all relevant trainings by the Learning Site as stated in Section III-A-2, Training, and Orientation, of this document.
2. Model professional, ethical, and appropriate behavior when working with clients and when at the Learning Site.
3. Support the Learning Site that is a part of the student's learning experience as specified by the Learning Plan & Participation Guidelines.
4. Meet the goals of the Learning Site and the related University program in which the STUDENT is enrolled.
5. Fulfill the specific scope of work duties, identified in the student's Learning Plan & Participation Guidelines.

B. Safe and Productive Environment

The Learning Site is committed to providing a safe and productive environment for STUDENTS in the field program.

1. The Learning Site will:

- a. Give STUDENT a complete tour of the site, and ensure that STUDENT is aware of all relevant safety policies and emergency procedures and is able to act responsibly in case of an emergency.
- b. California law may require the Learning Site to obtain fingerprints of STUDENT and submit them to the Department of Justice, and/or the Federal Bureau of Investigation, for a criminal background check. It is Learning Site's responsibility to: 1) Determine whether such fingerprinting is required; 2) obtain the STUDENT'S fingerprints; and 3) obtain criminal background clearance from the appropriate Learning Site.
- c. California law may require the Learning Site to require STUDENT to submit results of a Tuberculosis (TB) Test. It is the Learning Site's responsibility to: 1) Determine whether such TB testing is required; (2) to notify CSUMB in writing of this requirement in advance of the student's placement at the worksite and; (3) obtain results from STUDENT.
- d. The Learning Site representative will notify the appropriate CSUMB program coordinator in writing, within 24 hours of any health & safety hazards and/or incidents of violence that occur at the Learning Site worksite

during the contract period.

2. CSUMB will ensure that STUDENT agrees to the following:
 - a. Abide by the Learning Site rules and regulations while on-site and working with the Learning Site clients and staff.
 - b. Ensure that his or her actions with the Learning Site are safe, positive, productive, and ethical.
 - c. Advance the program and its objectives by providing support for the Learning Site and/or its staff as necessary and agreed upon in Section II-A, Program Activities, of this document.

III. STRUCTURE AND SUPPORT OF STUDENT LEARNING AT THE LEARNING SITE

A. Learning Site

1. Site Supervision - The Learning Site will provide a supervisor, who has been identified in the student's Learning Plan & Participation Guidelines to be responsible for the safety and supervision of STUDENT while on site. The Supervisor will meet with the STUDENT regularly, as specified in the Learning Agreement, to facilitate the learning experience for the STUDENT regularly, as specified in the Learning Plan & Participation Guidelines, to facilitate the learning experience for the STUDENT, provide support, and to review progress on assignments and/or activities. All the Learning Site program staff will support the STUDENT as they interact with him/her and provide guidance and advice as necessary and appropriate. A secondary supervisor will be responsible for the STUDENT in the absence of primary supervision.
 - a. The Learning Site supervisor will communicate with the appropriate CSUMB staff and/or faculty member as needed.
 - b. The Learning Site and/or his or her designee shall meet with the appropriate CSUMB staff or coordinator to facilitate the most mutually beneficial experience for all parties involved or at the request of any of the parties involved.
2. Training and Orientation – The Learning Site supervisor will provide specific training the STUDENT needs to achieve the work identified in the Learning Plan & Participation Guidelines.
3. Work Space - STUDENT will have an appropriate space at the Learning Site in which to conduct his/her assigned work. The Learning Site will provide access and training for any and all equipment necessary for STUDENT to fulfill his/her role.
4. Evaluation/Field Assessment
 - a. The Learning Site supervisor will complete and return a student evaluation regarding the quality of service, research, and/or work that the STUDENT provided to the Learning Site as required or as agreed upon in the student's Learning Plan & Participation Guidelines.
 - b. The Learning Site supervisor will complete and return any required evaluations of the overall quality of service provided by CSUMB community engagement programs (e.g., research, service-learning, field study, etc.), as required.

B. CSUMB

1. Training and Reflection: Faculty and/or staff of the appropriate CSUMB academic department, institute, or program will provide training for STUDENT regarding responsibilities in Section II and will provide opportunities for STUDENT to reflect upon his/her experience working at the Learning Site worksite.
2. Supervision and Accountability - Faculty and/or staff of the appropriate CSUMB academic department, institute or program will work closely with STUDENT, The Learning Site, and CSUMB faculty to meet the expectations and priorities of the Learning Site.

IV. LENGTH OF AGREEMENT TERM

- A. Initial Term – CSUMB and the Learning Site have reached this agreement for a five (5) year period beginning with the date of execution of this agreement.

This agreement shall become effective upon execution. Either party may terminate this agreement after giving the other party 30 days advance written notice of the intention to terminate. In the case of early termination, a student may be allowed to complete their assignment as indicated in their Learning Plan & Participation Guidelines.

- B. Renewal Process – This agreement may be renewed every five years upon written mutual agreement, and is based on STUDENT feedback, The Learning Site evaluations, and CSUMB faculty desire to continue this relationship under the conditions that:
 1. CSUMB and the Learning Site continue to be committed to actively supporting the goals of the other.
 2. The STUDENT’s work is meaningful and beneficial to the Learning Site.
 3. The relationship is consistent with the goals of Learning Site, CSUMB, STUDENT, and FACULTY.
- C. Notices – Notices, requests, consents, claims, demands, waivers, and other communication shall be addressed to the parties as follows:

TO LEARNING SITE

TO THE UNIVERSITY

Agency Name: Pacific Grove Unified School District
 Address: 435 Hillcrest Ave
 City, State, Zip: Pacific Grove, CA 93950
 Attn: Claudia Arellano
 Email: carellano@pgusd.org

California State University Monterey Bay
100 Campus Center
Seaside, CA 93955
procurement@csumb.edu

The attached General Provisions, consisting of one page, is incorporated by reference and made a part of this agreement. This document reflects my understanding of the relationship.

LEARNING SITE

CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

 Authorized Signatory

 Print Name

 Title

 Email address/Phone Number

 Date

 Program Director/Chair

 Print Name

 Department/Program

 Email address/Phone Number

 Date

CALIFORNIA STATE UNIVERSITY, MONTEREY BAY

 Miguel Silva, Community Placement & Compliance Analyst
 Career Development

 Date

 Sandra Amorim Ruiz, Director Procurement & Contracts

 Date

GENERAL PROVISIONS

Indemnification

The Learning Site shall be responsible for damages caused by the negligence of its directors, agents, employees, and duly authorized volunteers occurring in the performance of this agreement. CSUMB shall be responsible for damages caused by the negligence of its directors, officers, employees, and duly authorized volunteers occurring in the performance of this agreement. It is the intention of the Learning Site and CSUMB that the provision of this paragraph be interpreted to impose on each party responsibility for the negligence of their respective directors, officers, employees, and duly authorized volunteers.

Insurance

The Learning Site shall procure and maintain General Liability insurance, commercial form with \$1,000,000 minimum limit for each Occurrence and minimum limit of \$2,000,000 General Aggregate, as mutually agreed upon for this placement agreement. This requirement can be met with a certified program of self-insurance.

The California State University system has elected to be insured for its General Liability exposure through the self-insured CSU Risk Management Authority. The State of California has elected to be self-insured for its vehicle liability and property exposures. As a State Learning Site, the California State University, Office of the Chancellor, the Trustees, and the CSU system of campuses are included in this self-insured program.

Status of Student

Students shall at no time throughout this agreement be considered officers, employees, agents, or volunteers of CSUMB.

Governing Law

All contracts and purchase orders shall be construed in accordance with, and their performance governed by, the laws of the State of California. Further, the Learning Site shall comply with any state or federal law applicable to the Learning Site's performance under this Contract.

Assignments

Without written consent of CSUMB, this agreement is not assignable by the Learning Site either in whole or in part.

Agreement Alternations and Integration

No alternation or variation of the terms of the agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

Endorsement

Nothing contained in this Agreement shall be construed as conferring on any party hereto any right to use the other party's name as an endorsement of product/service or to advertise, promote or otherwise market any product or service without the prior written consent of the other parties. Furthermore, nothing in this Agreement shall be construed as endorsement of any commercial product or service by CSUMB, its officers, or employees.

Survival

Upon termination of this contract for any reason, the terms, provisions, representations, and warranties contained in this agreement shall survive expiration or early termination of this agreement.

Severability

If any provision of this agreement is held invalid by any law, rule, order of regulation of any government, or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision not held to be invalid.

Entire Agreement

This agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements, arrangements, and understandings with respect thereto. No representation, promise, inducement, or statement of intention has been made by any party hereto that is not embodied herein, and no party shall be bound by or liable for any alleged representation, promise, inducement, or statement not set forth herein.

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

SUBJECT: Contract for services with Psyched Services, Amendment #1

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Yolanda Cork-Anthony, Director of Student Services

RECOMMENDATION:

The District Administration recommends that the Board review and approve the amended contract with Psyched Services for Psychoeducational Evaluations as required by the Individuals with Disabilities Education Act (IDEA).

BACKGROUND:

The board approved the contract with Psyched Services at the Dec 14, 2023 board meeting. The Monterey County Special Education Local Plan Area (SELPA) holds the Master Contract with Psyched Services for all county districts that may require their services. Students referred for an initial special education assessment, an independent education evaluation (IEE), or students due for their triennial re-evaluation must be assessed by a properly credentialed School Psychologist.

INFORMATION:

An assessment plan will be offered to the guardian(s) of students in which the district will assess in all areas of suspected disability. The scope of work performed by Psyched Services shall include but not be limited to: conduct Psychoeducational evaluations, conduct Individual Educational Evaluations (IEE), write assessment reports, and present the assessment results to the IEP team during an IEP meeting.

FISCAL IMPACT:

Up to \$30,000	Previously approved contract
\$15,000	Increase for additional assessments
\$45,000 (not to exceed)	Total Amended Contract, Unrestricted General Fund

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

CONSULTANT Psyched Services

SITE/DEPARTMENT Student Services

SUBMITTED BY Yolanda Cork-Anthony, Director of Student Services

FUNDING SOURCE Unrestricted General Fund

AGREEMENT TOTAL AMOUNT Not to exceed \$45,000

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Psyched Services** ("Consultant") (together, "Parties").

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a **provider of Psychoeducational Evaluations**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Conduct Psycho-Educational evaluations, Independent Educational Evaluations (IEEs), write assessment reports, and present the assessment report to the IEP team during an IEP meeting.**
2. **Term.** Consultant shall commence providing services under this Agreement on **12/14/2023**, and will diligently perform as required and complete performance by **6/30/2024**.
3. **Compensation.** District agrees to pay **Not to exceed \$45,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **Not to exceed \$45,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:

- 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
- 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
- 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
- 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
- 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
- 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
- 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
- 7.3.1. Material violation of this Agreement by the Consultant; or
- 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.
- Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure

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

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

District

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

Consultant

Name: Psyched Services
 Address: 533 Airport Blvd, Ste 400
 City/State/Zip: Burlingame, CA 94010
 Business Phone: 650-427-0110
 Email (Optional): Kaari@psychedservices.com

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

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

- | | |
|---|---|
| <input 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 checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Adoption of resolution No. 1126 Final Resolution Ordering the Dismissal of Certain Certificated Staff due to Layoff

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Claudia Arellano, Director II, Human Resources

RECOMMENDATION:

The District Administration recommends the Board of Trustees adopt Resolution No. 1126 Final Resolution Ordering the Dismissal of Certain Certificated Staff due to Layoff as presented.

BACKGROUND:

On March 7, 2024, the Board of Trustees adopted resolution No. 1121, Intention to Terminate Certificated Employees Due to a Reduction of Particular Kinds of Services. Pursuant to Resolution No. 1121, the District administration sent notices to affected certificated employees on or before March 15, 2024, informing them they are subject to layoff for the 2024/2025 school year.

Resolution No. 1126 allows District administration to issue final layoff notices and to rescind layoff notices due to vacancies created through natural attrition. Under state law, school districts must provide final layoff notice before May 15 to employees whose services will not be reemployed for the ensuing school year.

INFORMATION:

Adoption of resolution No. 1126 directs the Superintendent or designee to give Final Notice of Layoff pursuant to the provisions of the California Education Code 44949 and 44955 to the appropriate affected certificated employees.

FISCAL IMPACT:

TBD

**BEFORE THE GOVERNING BOARD OF THE
PACIFIC GROVE UNIFIED SCHOOL DISTRICT**

RESOLUTION NO. 1126

**FINAL RESOLUTION ORDERING
THE DISMISSAL OF CERTAIN CERTIFICATED STAFF DUE TO LAYOFF**

WHEREAS, on March 7, 2024, this Board adopted Resolution No. 1121, which ordered the reduction or elimination of particular kinds of certificated services due to lack of work or lack of funds;

WHEREAS, on or before March 15, 2024, the District served certificated employees a notice that the employees’ services would be reduced or discontinued at the start of the 2024-25 school year;

WHEREAS, no certificated employee requested a hearing;

WHEREAS, due to natural attrition and vacancies, the Board may rescind layoffs for 1.0 full-time-equivalent employees;

WHEREAS, by statute, the District is required to provide final notice of layoff to certificated employees before May 15, 2024.

NOW, THEREFORE, BE IT HEREBY RESOLVED that the following employees, identified by employee accounting number, will have services reduced or discontinued in the amount set forth below:

161316 CTE Photography 0.2 FTE

BE IT FURTHER RESOLVED that this Board hereby directs the Superintendent or designee to notify the impacted employees before May 15, 2024, that their services will be discontinued in the amount set forth above, effective at the end of the 2023-24 school year.

BE IT FURTHER RESOLVED THAT this decision shall be effective immediately.

PASSED AND ADOPTED by the Governing Board on April 18, 2024, by the following vote:

- AYES:
- NOES:
- ABSENT:

Brian Swanson, President of Governing Board
Pacific Grove Unified School District

- | | |
|---|---|
| <input 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 type="checkbox"/> Credibility and Communication | <input type="checkbox"/> Information/Discussion |
| <input type="checkbox"/> Fiscal Solvency, Accountability, and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Measure D & A Citizens Oversight Committee

DATE: April 18, 2024

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

RECOMMENDATION:

The District Administration recommends that the Board review and select 6 new members for the Citizen Oversight Committee.

BACKGROUND:

The current terms for Committee members have expired. PGUSD needs 7 members but can operate with 6 members so as to maintain a quorum in the case of one absence. The District is presenting 7 members for consideration and approval by the Board.

INFORMATION:

The candidates being brought forward for consideration are as follows:

Name:	Member Criteria:	Background:
Kasey Ventiniglia	Parent/PTA Member	Business and Economics
<i>Jessica Thompson</i>	Parent/PTA Member	Public Policy
<i>Alex Lorca</i>	Parent/Business	Attorney
Gary T. Miller	Senior Citizen Org	Business Administration
Anastazia Aziz	Parent/PTA Member	Community Development
Joe Amelio	Citizen at large	Educator/Public Office

Member Application packets are attached and have been redacted to remove personal information
**Bolded and italicized members are returning CBOC members who have had their term expire.*

BOND OVERSIGHT COMMITTEE SELECTION CRITERIA:

Because Measure D was processed as a 55% vote election, the District must comply with the provisions of Ed Code 15278 required by Proposition 39. These provisions require that the Board appoint an oversight committee composed of a minimum seven (7) members, with a desired membership from each of the following categories:

- 1 One (1) member active in a business organization located in the District.
- 2 One (1) member active in a senior citizen's organization.
- 3 One (1) member active in a taxpayer's association.

4 One (1) member shall be a parent or guardian of a student enrolled in the District.

5 One (1) member shall be both a parent or guardian of a student enrolled in the District and active in PTA/SSC.

6 Two (2) members of the community at large.

Duties:

1. The Committee shall inform the public concerning the District's expenditures of bond proceeds.

2. The Committee may review quarterly expenditure reports produced by the District to ensure that

(a) bond proceeds are expended only for the purposes set forth in the ballot measure

(b) no bond proceeds are used for any teacher or administrative salaries or other

3. The Committee shall present to the Board, in public session, an annual written report which shall included the following:

(a) a statement whether the District is in compliance with the requirements of Article XIII A, Section 1(b)(3) of the California Constitution; and

(b) a summary of the Committee's proceedings and activities for the preceding year.

Activity:

Receive and review copies of the District's annual independent performance audit and annual independent financial audit, required by Article XIII A of the California Constitution.

FISCAL IMPACT:

None.

Pacific Grove Unified School District

Application for Bond Oversight Committee

The Pacific Grove Unified School District is establishing a Citizens' Bond Oversight Committee to monitor activities associated with Measure A & D, General Obligation Bonds.

Applicant's Name: Kasey Ventimiglia

Home address: [REDACTED]

City/State/ZIP: [REDACTED]

Home Telephone: [REDACTED]

[REDACTED]

Fax: [REDACTED]

Email: KaseyVentimiglia@gmail.com

Proposition 39 requires that the Committee have at least seven members, with one member representing each of five categories. Please check all that apply to you.

1. I am active in a business organization representing the business community located within the Pacific Grove Unified School District – Please specify:

2. I am active in a senior citizen's organization – please specify:

3. I am a parent or guardian of a child enrolled in the Pacific Grove Unified School District.

4. I am active in a parent-teacher organization and a parent or guardian of a child enrolled in Pacific Grove Unified School District – please specify:

PGHS PTA VP, SOBER GRAD CHAIR, BSIM CAPTAIN
CO chair! FESTA ITALIA SANTA ROSALIA

5. I am active in a bona fide taxpayer's organization. Please specify:

6. I am not applying to meet one of the foregoing criteria; I am applying as a citizen at large.

Please answer the following questions:

- 1. Are you an employee of the Pacific Grove Unified School District?
(Note: employees of the District are prohibited by law from being members of the Committee) YES NO
- 2. Are you a vender, contractor or consultant to the Pacific Grove Unified School District?
(Note: vendors, contractors and consultants to the District are prohibited by law from serving on the Committee) YES NO
- 3. Are you able to regularly attend meetings and complete a two-year term as a member of the Committee and refrain from becoming an employee, vendor, contractor or consultant to the Pacific Grove Unified School District? YES NO
- 4. Will you, to the best of your knowledge, be able to maintain qualification in the membership category previously checked? YES NO

Please provide any information that you believe would be helpful to the District in making its determination of Committee membership (for example, educational or professional background, knowledge of financial matters or construction, service on other boards or committees, or any other relevant information):

Background in Business / Economics AA AS

Signature of Applicant: 

Dated: 3.29.24

This completed application must be received no later than **5:00 PM on April 19, 2024** to:

Joshua Jorn, Assistant Superintendent
 Pacific Grove Unified School District
 435 Hillcrest Avenue, Pacific Grove, CA 93950
 OR

A scanned copy can be sent via email to josh.jorn@pgusd.org

**Pacific Grove Unified School District
Citizens' Bond Oversight Committee**

Measure A & D General Obligation Bonds

Applicant Packet

The Pacific Grove Unified School District (the "District") is establishing a Citizen's Bond Oversight Committee (the "Committee") to review actual expenditures associated with the Measure A & Measure D Bonds. Measure A is a \$18M general obligation bond to be used for Education Technology and was approved by District voters on November 4, 2014. Measure D is a \$30M general obligation bond to be used for school facilities improvements and was approved by District voters on March 3, 2020.

Per Education Code 15278 the governing board of the school district shall establish and appoint members to an independent citizens' bond oversight committee (CBOC). These provisions require that the District convene an oversight committee composed of a minimum seven (7) members, with membership from each of the following categories:

1. One member who is active in a business organization representing the business community located within the school district.
2. One member who is active in a senior citizen's organization.
3. One member who is the parent or guardian of a student enrolled in the school district.
4. One member who is the parent or guardian of a student enrolled in the school district and is active in a parent-teacher organization.
5. One member who is active in a bona-fide taxpayer's organization.
6. Two members of the community at large

The Committee may not include any employee or official of the school district or any vendor, contractor, or consultant of the school district. Committee members must be at least 18 years old.

What will the Committee do?

The Committee will be responsible for making reports to the Board and the community about bond expenditures. The Committee will be responsible for ensuring that bond revenues are used only as voters intended and for informing the public of bond expenditures.

How often will the Committee meet?

The Committee is required to meet at least one time per year, or more frequently as it deems necessary to fulfill its duty. Committee members will be asked to serve a two-year term. A maximum of three consecutive two-year terms is allowed under the law.

How will the Committee be selected?

The District will select the members of the Committee, taking into account the applicant's professional and/or practical experience, the applicant's contribution to his/her community, the diversity of experience on the Committee as a whole, and representation on the Committee from various communities within the district. The District plans to send the names of members to the Board on April 4, 2024.

What else should the applicant know?

Under the provisions of Education Code Section 35233, a member of the Committee may not have any financial interests in any contracts made with the District during the member's two year term. Committee members may also be subject to the Political Reform Act of 1974 and its Conflict of Interest Provision.

All committee proceedings will be open to the public and will be subject to the Brown Act. All documents and reports received or published by the Committee will be a matter of public record, and will be made available on the District's web site.

The District will provide the Committee with administrative support and sufficient resources to publicize the committee reports.

Where is more information available?

Please visit the Pacific Grove Unified School District website at www.pgusd.org or call (831) 646-6553 for additional information.

Pacific Grove Unified School District

Application for Bond Oversight Committee

The Pacific Grove Unified School District is establishing a Citizens' Bond Oversight Committee to monitor activities associated with Measure A & D, General Obligation Bonds.

Applicant's Name: Jessica Thompson

Home address: [REDACTED]

City/State/ZIP: [REDACTED]

Home Telephone: [REDACTED]

Work Telephone: [REDACTED]

Fax: _____

Email [REDACTED]

Proposition 39 requires that the Committee have at least seven members, with one member representing each of five categories. Please check all that apply to you.

1. ____ I am active in a business organization representing the business community located within the Pacific Grove Unified School District – Please specify:

2. ____ I am active in a senior citizen's organization – please specify:

3. X I am a parent or guardian of a child enrolled in the Pacific Grove Unified School District.

4. X I am active in a parent-teacher organization and a parent or guardian of a child enrolled in Pacific Grove Unified School District – please specify:

RHD PTA

5. ____ I am active in a bona fide taxpayer's organization. Please specify:


6. ____ I am not applying to meet one of the foregoing criteria; I am applying as a citizen at large.

Please answer the following questions:

- 1. Are you an employee of the Pacific Grove Unified School District? YES NO
(Note: employees of the District are prohibited by law from being members of the Committee)
- 2. Are you a vender, contractor or consultant to the Pacific Grove Unified School District? YES NO
(Note: vendors, contractors and consultants to the District are prohibited by law from serving on the Committee)
- 3. Are you able to regularly attend meetings and complete a two-year term as a member of the Committee and refrain from becoming an employee, vendor, contractor or consultant to the Pacific Grove Unified School District? YES NO
- 4. Will you, to the best of your knowledge, be able to maintain qualification in the membership category previously checked? YES NO

Please provide any information that you believe would be helpful to the District in making its determination of Committee membership (for example, educational or professional background, knowledge of financial matters or construction, service on other boards or committees, or any other relevant information):

I have an Master's degree in public policy, and have worked in state and federal policy for over 20 years. I currently am Senior Vice President at a nonprofit higher education policy organization, a role that includes oversight in organizational finance, including third party audits.

Signature of Applicant: 

Dated: March 29, 2024

This completed application must be received no later than 5:00 PM on March 22, 2024 to:

Joshua Jorn, Assistant Superintendent
 Pacific Grove Unified School District
 435 Hillcrest Avenue, Pacific Grove, CA 93950
 OR

A scanned copy can be sent via email to josh.jorn@pgusd.org

Pacific Grove Unified School District
Application for Bond Oversight Committee

The Pacific Grove Unified School District is establishing a Citizens' Bond Oversight Committee to monitor activities associated with Measure A & D, General Obligation Bonds.

Applicant's Name: Alex Lorca

Home address: [REDACTED]

City/State/ZIP: [REDACTED]

Home Telephone: [REDACTED]

Work Telephone: [REDACTED]

[REDACTED] A

[REDACTED]

Proposition 39 requires that the Committee have at least seven members, with one member representing each of five categories. Please check all that apply to you.

1. ____ I am active in a business organization representing the business community located within the Pacific Grove Unified School District – Please specify:

2. ____ I am active in a senior citizen's organization – please specify:

3. X I am a parent or guardian of a child enrolled in the Pacific Grove Unified School District.

4. ____ I am active in a parent-teacher organization and a parent or guardian of a child enrolled in Pacific Grove Unified School District – please specify:

5. ____ I am active in a bona fide taxpayer's organization. Please specify:

6. ____ I am not applying to meet one of the foregoing criteria; I am applying as a citizen at large.

Please answer the following questions:

- 1. Are you an employee of the Pacific Grove Unified School District?
(Note: employees of the District are prohibited by law from being members of the Committee) YES NO
- 2. Are you a vender, contractor or consultant to the Pacific Grove Unified School District?
(Note: vendors, contractors and consultants to the District are prohibited by law from serving on the Committee) YES NO
- 3. Are you able to regularly attend meetings and complete a two-year term as a member of the Committee and refrain from becoming an employee, vendor, contractor or consultant to the Pacific Grove Unified School District? YES NO
- 4. Will you, to the best of your knowledge, be able to maintain qualification in the membership category previously checked? YES NO

Please provide any information that you believe would be helpful to the District in making its determination of Committee membership (for example, educational or professional background, knowledge of financial matters or construction, service on other boards or committees, or any other relevant information):

It has been my pleasure to serve on this Committee for a few years now. I appreciate the opportunity to again be considered for a seat on this Committee.

Signature of Applicant: 

Dated: 3/28/2024

This completed application must be received no later than 5:00 PM on March 22, 2024 to:

Joshua Jorn, Assistant Superintendent
Pacific Grove Unified School District
435 Hillcrest Avenue, Pacific Grove, CA 93950
OR

A scanned copy can be sent via email to josh.jorn@pgusd.org

Pacific Grove Unified School District
Application for Bond Oversight Committee

The Pacific Grove Unified School District is establishing a Citizens' Bond Oversight Committee to monitor activities associated with Measure A & D, General Obligation Bonds.

Applicant's Name: Gary T. Miller

Home address: [REDACTED]

City/State/ZIP: [REDACTED]

Home Telephone: [REDACTED]

Work Telephone: [REDACTED]

Fax: N/A

Email [REDACTED]

Proposition 39 requires that the Committee have at least seven members, with one member representing each of five categories. Please check all that apply to you.

1. ____ I am active in a business organization representing the business community located within the Pacific Grove Unified School District – Please specify:

2. I am active in a senior citizen's organization – please specify:

Meals on Wheels of the Monterey Peninsula – Sally Griffin Center, new member 2024

3. ____ I am a parent or guardian of a child enrolled in the Pacific Grove Unified School District.

4. ____ I am active in a parent-teacher organization and a parent or guardian of a child enrolled in Pacific Grove Unified School District – please specify:

5. ____ I am active in a bona fide taxpayer's organization. Please specify:

6. ____ I am not applying to meet one of the foregoing criteria; I am applying as a citizen at large. Please answer the following questions:

- 1. Are you an employee of the Pacific Grove Unified School District? NO
(Note: employees of the District are prohibited by law from being members of the Committee)
- 2. Are you a vender, contractor or consultant to the Pacific Grove Unified School District? NO
(Note: vendors, contractors and consultants to the District are prohibited by law from serving on the Committee)
- 3. Are you able to regularly attend meetings and complete a two-year term as a member of the Committee and refrain from becoming an employee, vendor, contractor or consultant to the Pacific Grove Unified School District? YES
- 4. Will you, to the best of your knowledge, be able to maintain qualification in the membership category previously checked? YES

Please provide any information that you believe would be helpful to the District in making its determination of Committee membership (for example, educational or professional background, knowledge of financial matters or construction, service on other boards or committees, or any other relevant information):

Former Accountant (Movie/Television Productions), Buyer (Aerospace), Teacher, Counselor, Administrator (State/Federal Projects), Grant Writer (Anaheim UHSD, Huntington Beach UHSD, Santa Maria Joint UHSD), Retired 2005, Property Manager (Residential, Light Commercial), Wine Sales, Employee Trainer, Special Events Planner (Kenneth Volk Vineyards)

Served 10+ years as Board Member and Officer for Santa Maria Museum of Flight

Served as Member and Officer for Kiwanis Club of Santa Maria Evening, planned and instituted Fundraisers to support Elementary and High Schools Youth Activities, Scholarships, Leadership Training, Reading, and Classroom Support

Education: BS, MA Business Administration

Pacific Grove Property Owner 2013, Permanent Resident 2018

Stationed at Fort Ord 1960s

Signature of Applicant: 

Dated: March 16, 2024

This completed application must be received no later than 5:00 PM on March 22, 2024 to:

Joshua Jorn, Assistant Superintendent
Pacific Grove Unified School District
435 Hillcrest Avenue, Pacific Grove, CA 93950
OR

A scanned copy can be sent via email to josh.jorn@pgusd.org

Pacific Grove Unified School District

Application for Bond Oversight Committee

The Pacific Grove Unified School District is establishing a Citizens' Bond Oversight Committee to monitor activities associated with Measure A & D, General Obligation Bonds.

Applicant's Name: Anastazia Aziz

Home address: [Redacted]

City/State/ZIP: [Redacted]

Home Telephone: [Redacted]

Work Telephone: [Redacted]

Fax: N/A

Email [Redacted]

Proposition 39 requires that the Committee have at least seven members, with one member representing each of five categories. Please check all that apply to you.

1. ___ I am active in a business organization representing the business community located within the Pacific Grove Unified School District - Please specify:

2. ___ I am active in a senior citizen's organization - please specify:

3. I am a parent or guardian of a child enrolled in the Pacific Grove Unified School District.

4. I am active in a parent-teacher organization and a parent or guardian of a child enrolled in Pacific Grove Unified School District - please specify:

PGMS and PGHS PTA member

5. ___ I am active in a bona fide taxpayer's organization. Please specify:

6. I am not applying to meet one of the foregoing criteria; I am applying as a citizen at large.

Please answer the following questions:

- 1. Are you an employee of the Pacific Grove Unified School District? NO
(Note: employees of the District are prohibited by law from being members of the Committee)
- 2. Are you a vender, contractor or consultant to the Pacific Grove Unified School District? NO
(Note: vendors, contractors and consultants to the District are prohibited by law from serving on the Committee)
- 3. Are you able to regularly attend meetings and complete a two-year term as a member of the Committee and refrain from becoming an employee, vendor, contractor or consultant to the Pacific Grove Unified School District? YES
- 4. Will you, to the best of your knowledge, be able to maintain qualification in the membership category previously checked? YES

Please provide any information that you believe would be helpful to the District in making its determination of Committee membership (for example, educational or professional background, knowledge of financial matters or construction, service on other boards or committees, or any other relevant information):

I was formerly employed by various local governments over the course of 20 years and last held the Director of Community Development position at the City of Pacific Grove from 2019-2021. I am familiar with local budgeting processes and public funding oversight and prepared the budgets for the Community Development Department at the City of Pacific Grove while employed as Director. I hold a Bachelor's degree from the University of Waterloo, Canada. I am now employed by a local planning consulting firm and am familiar with financial matters and construction.

Signature of Applicant: *Anastazia Aziz* _____

Dated: 03/12/2024 _____

This completed application must be received no later than 5:00 PM on March 22, 2024 to:

Joshua Jorn, Assistant Superintendent
Pacific Grove Unified School District
435 Hillcrest Avenue, Pacific Grove, CA 93950
OR
A scanned copy can be sent via email to josh.jorn@pgusd.org

Pacific Grove Unified School District

Application for Bond Oversight Committee

The Pacific Grove Unified School District is establishing a Citizens' Bond Oversight Committee to monitor activities associated with Measure A & D, General Obligation Bonds.

Applicant's Name: Joe Amelio

Home address: [Redacted]

City/State/ZIP: [Redacted]

Home Telephone: [Redacted]

Work Telephone: _____

Fax: 0 [Redacted]

[Redacted]

Proposition 39 requires that the Committee have at least seven members, with one member representing each of five categories. Please check all that apply to you.

1. I am active in a business organization representing the business community located within the Pacific Grove Unified School District – Please specify:

2. I am active in a senior citizen's organization – please specify:

3. I am a parent or guardian of a child enrolled in the Pacific Grove Unified School District.

4. I am active in a parent-teacher organization and a parent or guardian of a child enrolled in Pacific Grove Unified School District – please specify:

5. I am active in a bona fide taxpayer's organization. Please specify:

6. I am not applying to meet one of the foregoing criteria; I am applying as a citizen at large.

Please answer the following questions:

- 1. Are you an employee of the Pacific Grove Unified School District?
(Note: employees of the District are prohibited by law from being members of the Committee) YES NO
- 2. Are you a vender, contractor or consultant to the Pacific Grove Unified School District?
(Note: vendors, contractors and consultants to the District are prohibited by law from serving on the Committee) YES NO
- 3. Are you able to regularly attend meetings and complete a two-year term as a member of the Committee and refrain from becoming an employee, vendor, contractor or consultant to the Pacific Grove Unified School District? YES NO
- 4. Will you, to the best of your knowledge, be able to maintain qualification in the membership category previously checked? YES NO

Please provide any information that you believe would be helpful to the District in making its determination of Committee membership (for example, educational or professional background, knowledge of financial matters or construction, service on other boards or committees, or any other relevant information):

- Former teacher, A.P., Principal, Superintendent Gilroy, San Jose area.
- BA, MA - San Jose State University
- Experience in finance and budgets in school districts and city of Pacific Grove
- Served on P.G. Museum Board, Recreation Board, Traffic Commission, Finance Subcommittee
- currently Board of Directors Italian Heritage Society of Monterey Peninsula.

Signature of Applicant: Joe Anzures

Dated: March 22, 2024

This completed application must be received no later than 5:00 PM on March 22, 2024 to:

Joshua Jorn, Assistant Superintendent
Pacific Grove Unified School District
435 Hillcrest Avenue, Pacific Grove, CA 93950
OR

A scanned copy can be sent via email to josh.jorn@pgusd.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 Qualtrics (Isobar, Inc.) – Individualized Dashboards for the PGUSD Website

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the contract for services with Qualtrics (Isobar, Inc.) to design Individualized Dashboards for the PGUSD Website.

BACKGROUND/INFORMATION:

Qualtrics, LLC/Isobar, Inc. is a program that facilitates and automates the process of conducting surveys, polls, reports, time accounting and tracking projects. Qualtrics, LLC will develop, maintain and host the website that includes online analysis tools, online libraries, tutorials and support facilities. System updates, disaster recovery backup, and maintenance are included. In addition, Qualtrics, LLC is offering targeted K-12 professional development.

The District Administration would like to continue with a contract with Qualtrics to design individualized dashboards for the PGUSD website.

FISCAL IMPACT:

\$5,575

STATEMENT OF WORK: Pacific Grove #2

This Statement of Work (this "**SOW**") is entered into and effective as of **April 10th, 2024** (the "**Effective Date**") by and between Roundarch Isobar Inc., d/b/a Isobar Public Sector a Delaware corporation with an address at 106 North Lee Street, Alexandria, VA 22314 ("**Isobar**"), and **Pacific Grove USD**, with an address at 435 Hillcrest Ave, Pacific Grove CA 93950 ("**Client**"). Isobar and Client are referred to collectively herein as the "Parties" and individually as a "Party."

WHEREAS, because of unique capabilities and knowledge of Isobar, the Client has determined that it would benefit from Isobar's performance of services identified hereunder for the benefit of Client;

NOW THEREFORE, to effectuate the foregoing, the parties in consideration of the mutual covenants contained in this SOW, and the Master Services Agreement ("MSA") attached hereto at Exhibit A, the parties hereby agree as follows:

I. Overview of Services

K-12 Subject Matter Expertise	<p>Isobar Public Sector implementation team leaders have direct K-12 experience, having served as educators, administrators, trainers, engineers, and presenters. We have worked in schools, districts, education-based non-profits, and in higher education. Isobar's team can provide thought leadership around your project needs, and offer ideas, resources, and subject matter training related to these projects. In addition to third party Qualtrics technical training, Isobar offers advisory services related to:</p> <ul style="list-style-type: none"> • Research Services (survey design, focus groups, etc.) • Program Evaluation • Employee Engagement • Data Analysis and Action • Strategic Planning • High Performing Teams
Qualtrics Technical Expertise	<p>In addition to our subject matter expertise, Isobar Public Sector team members are certified implementers of third party Qualtrics platforms with years of associated experience. Isobar can help maximize Client's use of the platform to design and deploy projects, build efficiencies, and reach desired outcomes. Isobar's team will handle all desired aspects of training, as well as project design and deployment, including:</p> <ul style="list-style-type: none"> • Platform Setup: adding users, contacts, custom domains, and custom themes. • Project Design & Deployment: Surveys, forms, workflows, dashboards, ticketing, and site intercept.

	<ul style="list-style-type: none"> • Technical Support: Project troubleshooting, and post implementation resources.
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II. Scope of Services

Isobar will provide support related to the district’s implementation of the third party Qualtrics platform which may include the following project areas (collectively referred to as “**Deliverables**”):

Scope Includes:

Deliverables:

- **Implementation**
 - Dashboard
 - Public Facing Coding
 - (2) Imported Data Projects

Services:

- **Advisory (4 hours)**
 - Platform & Program Advisory

Timeline:

8 weeks, from the time of kick-off with the client.

III. Client Responsibilities

- a. The client will be responsible for providing the consultant with access to required third party systems, the collection and sharing of needed data files, and scheduling and attending agreed-upon consultation sessions.
- b. Within a week following the Effective Date, each party will provide a “Key Contact”, made available to serve as a central point of contact throughout the Term.

IV. Key Assumptions

- a. Scope does not include engineering services.
- b. Planned development sessions will occur virtually unless otherwise noted.
- c. The cost includes direct support hours as well as offline consultant preparation time, design time, and tech support on behalf of the client.
- d. Client will obtain all licenses, consents, and rights to allow Isobar to use or license any third-party materials including software, firmware, hardware, or other products used by

Client and necessary for Isobar to perform the Services and deliver the Services without infringing on the rights of the owners or licensors or such third-party materials.

- e. Both parties agree to make all commercially reasonable efforts to complete the project and the services in the timeliest fashion possible.
- f. For all Deliverables, Customer is responsible for any setup or configuration beyond what the Delivery Team provides as part of the Project, including additional surveys or dashboards, and any required translations for surveys, dashboards, reports, Website Feedback creatives, or any other features of the Qualtrics platform. **Customer will maintain all aspects of the Deliverables after completion of the Project.**
- g. Isobar will not be available to support between Friday at 5:00 PM EST and Monday at 8:00 AM EST. unless otherwise agreed upon.

V. Term/Estimated Schedule

- a. The estimated duration of the engagement is 8 weeks beginning with the initial kickoff call, or time of initial contact with Consultant if kickoff meeting is not held. Should the support extend beyond that time frame, additional fees may be required.
- b. Qualtrics and Customer acknowledges that Isobar Public Sector's ability to meet its delivery dates is subject to (1) the timely receipt of assets, such as text and graphics, and feedback, comments, approvals and sign-offs from client and third parties and (2) other events beyond the control of Isobar Public Sector.

VI. Acceptance of Deliverables

- a. Isobar will notify Customer in writing when a Deliverable or Milestone is ready for User Acceptance (UA). Customer will complete UA by the end of the UA period by confirming that the Deliverables or Milestones perform as specified in this SOW. Upon which such Deliverables or Milestones shall be deemed accepted if such Deliverables or Milestones are not rejected in writing by the end of the UA period. Upon completion of final UA or deemed acceptance, the Project will be considered complete.
- b. Within three (3) Business Days of receipt of the Deliverable, Client will either notify Isobar via email that the Deliverable is accepted, or that the Deliverable is rejected stating the deviations from the agreed upon specifications that Client is requesting to be addressed.
- c. If no notice of acceptance or rejection is received by Isobar within the three (3) Business Day period prescribed under his section, the Deliverable shall be deemed accepted by Client.

Fees and Invoicing:

- a. For the Services hereunder, Client shall pay Isobar the total fee of **\$5,575**. All payments shall be remitted in U.S. dollars (USD).

Invoice Date	Item	Fee
Awarded Date + 30 Days	Qualtrics Implementation	\$4,575
	Advisory Services	\$1,000
TOTAL FEE		\$5,575

Please remit check payment to:

Roundarch Isobar, Inc.
36979 Eagle Way, Chicago, IL 60678-136

For ACH/Wire payments please use:

JPMorgan Chase, ABA #:021000021
SWIFT Code: CHASUS33
For credit to: Roundarch Isobar Inc
A/C #: 939329355

Remittance Advice: ips.ar@us.isobar.com

- b. Fees are exclusive of, and Client is responsible for, applicable federal, state or local sales, use, excise, export or other applicable transaction-based taxes. Isobar may add such taxes to invoices as applicable and Client shall pay or reimburse Isobar for any such taxes.
- c. Isobar will submit an invoice upon execution of this SOW to Client which shall be paid by Client to Isobar within thirty (30) days following the receipt date of such invoice.
- d. In the event Client fails to pay the invoice as required herein, Client shall be deemed to be in breach of this Agreement and Isobar shall have the right, at its sole option, without notice and in addition to any other remedies available under this Agreement, at law or in equity, to take any one or more of the following actions: (i) suspend provision of any Services and Deliverables until payment of such Undisputed Amount has been received; (ii) charge interest on the unpaid amount at the rate of one and one-half percent (1.5%) per month or the maximum amount allowed by law, whichever is less; (iii) terminate this SOW; and/or (iv) recover all reasonable expenses and costs, including attorneys fees, incurred in enforcing its rights hereunder.

IN WITNESS WHEREOF, the parties agree to be bound by the terms and conditions of this SOW as of the Effective Date.

Roundarch Isobar, Inc.

Pacific Grove USD

Signature

Signature

Name

Name

Title

Title

EXHIBIT A: MASTER SERVICES AGREEMENT

This Master Services Agreement (this "**Agreement**") is entered into by and between Roundarch Isobar Inc., a Delaware corporation with an address at 515 N. State Street, Chicago, IL 60654 ("**Isobar**"), and the party ("**Client**") referenced in the Statement of Work ("**SOW**"). This Agreement is effective as of the date of the SOW (the "**Effective Date**"). The parties hereby agree as follows:

1. Services and Deliverables

1.1 Statements of Work. ISOBAR WILL PROVIDE SERVICES ("SERVICES") AND DELIVERABLES ("DELIVERABLES") TO CLIENT PURSUANT TO THE SOW. IN THE EVENT OF ANY CONFLICT BETWEEN THIS AGREEMENT AND A SOW, THE APPLICABLE SOW SHALL CONTROL.

1.2 Provision of Services and Deliverables. Isobar may use consultants or independent contractors (each, a "**Subcontractor**") in providing all or any portion of the Services provided that Isobar shall remain responsible to Client for the provision of Services and require each Subcontractor to agree to confidentiality obligations that are no less restrictive than those contained in Section 5 ("**Confidential Information**") of this Agreement.

1.3 Client Responsibilities. Isobar's obligations under this Agreement are expressly conditioned upon Client's cooperation and timely performance of Client's responsibilities as set forth in this Agreement and any applicable SOW ("**Client Responsibilities**").

2. Fees and Payment

RESERVED.

3. Term and Termination

3.1 Term. The term of this Agreement shall commence as of the Effective Date and shall continue for the duration of the SOW unless terminated earlier as provided herein.

3.2 Termination for Cause. Either party may terminate this Agreement or any SOW if the other party breaches this Agreement, and the breaching party fails to cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party specifying such breach.

3.3 Effect of Termination or Expiration. Upon termination or expiration of any SOW, Client shall be liable for and pay Isobar for completed Services, work in progress, and any approved incurred or committed non-cancelable expenses within thirty (30) days after receipt of the invoice.

3.4 Survival. The provisions concerning Limitation of Liability, Indemnification, Warranty, Confidentiality, Ownership, Payment, and Governing Law, in addition to any other provisions of this Agreement or SOW, or Service Specific Terms that would normally survive termination or expiration, shall survive termination or expiration of this Agreement or any SOW.

4. Ownership of Materials Related to Services and Deliverables

4.1 Isobar and Third-Party Materials. Isobar shall retain all right, title, and interest in and to, including all intellectual property rights therein and thereto, its information, data, tools, “know-how”, ideas, techniques, concepts, technology, and other tangible or intangible materials (collectively, “**Isobar Materials**”) that are: (i) pre-existing and used by Isobar in connection with the provision of the Services and Deliverables; and/or (ii) developed by or on behalf of Isobar independent of its performance of the Services and Deliverables. In addition, Isobar shall own all right, title, and interest in and to any and all improvements, enhancements, updates, upgrades, derivative works, compilations, or other modifications to any Isobar Materials. Except as expressly provided herein, nothing contained in this Agreement shall be interpreted to convey to Client any right, title or interest in the Isobar Materials or Third-Party Materials.

4.2 Deliverables. Except for any Isobar Materials or Third-Party Materials, Client will own all right, title, and interest in and to, and Isobar hereby assigns to Client Isobar’s entire right, title, and interest in and to, all Deliverables. To the extent that any Deliverables contain any Isobar Materials, Isobar hereby grants to Client a limited, revocable, royalty-free, non-transferable right and license, without the right to grant or authorize sublicenses, to use and reproduce such Isobar Materials only to the extent necessary for Client’s use of the applicable Deliverable for its internal business purposes. To the extent that any Deliverables contain any Third-Party Materials, Isobar hereby grants to Client the rights that Isobar procured for Client from such third-party. Client shall not directly or indirectly reverse engineer, transfer to any third party, or prepare derivative works from the Isobar Materials or Third-Party Materials.

4.3 Client Materials. Client shall own all right, title, and interest in and to, including all intellectual property rights therein and thereto, all Client Confidential Information, works of authorship, methods, processes, or means provided by Client to Isobar.

5. Confidential Information

5.1 Confidential Information. Each party will have access to Confidential Information of the other. For the purposes of this Agreement, “**Confidential Information**” shall mean any written or oral information, whether or not created by or for the other party, disclosed by either party during performance under this Agreement or an SOW.

5.2 Exclusions. Confidential Information shall not include information which (i) was in or enters the public domain through no breach of this Agreement by the receiving party; (ii) was lawfully in the receiving party’s possession prior to such disclosure and without obligation of confidentiality; (iii) was received by the receiving party from a third party not known by the receiving party to be under an obligation of confidentiality; (iv) was independently developed by the receiving party without any use of Confidential Information; or (v) has been specifically approved by the disclosing party in writing for disclosure.

5.3 Non-Use and Non-Disclosure. Neither party shall use or disclose the other party’s Confidential Information except as required by applicable law or to perform its obligations

under this Agreement. Each party will employ the same measures that it uses to protect its own Confidential Information, which shall not be less than reasonable, to protect the Confidential Information of the other party from unauthorized or inadvertent use or disclosure. In the event that the receiving party receives a request from a third party requiring the production of information pertaining to the disclosing party, the receiving party will give the disclosing party prompt notice, to the extent permitted by law. The disclosing party will hold the receiving party harmless from, and also assumes responsibility for, any expenses (including without limitation attorney's fees, court costs, data retention costs, e-discovery costs, costs incurred by outside advisors and any other cost imposed whether by way of penalty or otherwise) incurred by the receiving party as a result of such request.

6. Representations and Warranties

6.1 Mutual Representations and Warranties. Each party hereby represents and warrants that it has in place reasonable precautions to prevent unauthorized system access and to avoid the spread of malware from its systems and networks, and shall promptly notify the other party of any suspected security incident related to its use of the other party's systems and networks.

6.2 Representations and Warranties of Client. Client hereby represents and warrants that it will comply with all applicable laws, rules, regulations, and orders, and that it has obtained and documented all necessary consents, permissions and rights to disclose the information or data it provides or otherwise makes available to Isobar ("**Client Inputs**") and that the Client Inputs and Isobar's use thereof as permitted by this Agreement or by a SOW will not infringe or misappropriate any intellectual property; violate any moral, literary, privacy, publicity or other right of any consumer or entity; or violate Client's own policies, or any applicable law, rule, regulation, or order.

6.3 Representations and Warranties of Isobar. Isobar hereby represents and warrants that it will perform its Services in a competent and professional manner consistent with the customs and practices of its industry, and that the Deliverables as delivered will conform to any specifications in the applicable SOW.

6.4 Warranty Disclaimers. This is a contract for services. Except as otherwise specifically provided in this Agreement, **ISOBAR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AND ISOBAR EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS.**

7. Limitation of Liability.

NEITHER PARTY SHALL BE LIABLE TO THE OTHER PARTY FOR INDIRECT, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGES TO BUSINESS REPUTATIONS, LOST BUSINESS, LOST PROFITS, OR LOSS OF GOODWILL), REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM A PARTY'S NEGLIGENCE), EVEN IF SUCH PARTY KNEW, OR SHOULD HAVE KNOWN, OF THE POSSIBILITY OF SUCH DAMAGES OR CLAIMS. EXCEPT FOR A PARTY'S INDEMNIFICATION OBLIGATIONS, EACH PARTY'S LIABILITY FOR DIRECT DAMAGES, REGARDLESS OF THE NATURE OF THE CLAIM (INCLUDING BUT NOT LIMITED TO CLAIMS ARISING FROM A PARTY'S NEGLIGENCE), SHALL BE LIMITED TO FEES PAID, EXCLUDING AMOUNTS PAYABLE BY ISOBAR TO A THIRD PARTY ON BEHALF OF CLIENT, BY CLIENT UNDER THE APPLICABLE SOW FOR THE SERVICES OR DELIVERABLES THAT ARE THE SUBJECT OF THE

ALLEGED BREACH DURING THE TWELVE (12) MONTH PERIOD PRECEDING THE DATE ON WHICH THE ALLEGED BREACH FIRST OCCURRED.

8. Indemnification

8.1 By Isobar. Isobar will defend and indemnify Client, its affiliates and their respective officers, directors, and employees (each a “**Client Indemnified Party**”) from and against any and all sums finally awarded (or paid pursuant to a final settlement agreement) to a third party arising from a claim, action, or demand by such third party, and reasonable outside attorneys’ fees and court costs incurred by Client Indemnified Party in connection with such claim, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action, or demand arises from copyright infringement occurring in the course of Client’s use of the Services or Deliverables in accordance with this Agreement. Isobar’s obligations with respect to infringement shall not apply to the extent that any such infringement results from: (i) Services or Deliverables designed in accordance with Client’s specifications, where the alleged infringement relates to such specifications; (ii) Services or Deliverables that have been modified after delivery by Isobar; (iii) the combination of Services or Deliverables with other services, data, products, processes or materials where the alleged infringement relates to such combination; (iv) where Client continues allegedly infringing activity after being notified thereof; (v) Third-Party Materials; or (vi) where Client’s use of the Services or Deliverables is not as permitted by this Agreement.

8.2 By Client. Client shall defend and indemnify Isobar, its affiliates and their respective officers, directors, and employees (each a “**Isobar Indemnified Party**”) from and against any and all sums finally awarded (or paid pursuant to a final settlement agreement) to a third party arising from a claim, action, or demand by such third party, and reasonable outside attorneys’ fees and court costs incurred by Isobar Indemnified Party in connection with such claim, whether based in whole or in part in contract, tort, negligence, statute or otherwise, to the extent that such claim, action, or demand arises out of Client’s (i) use of the Services or Deliverables (subject to Isobar’s indemnification obligations); or (ii) breach of any representation and warranty.

8.3 Procedures. A Client Indemnified Party or a Isobar Indemnified Party seeking indemnification (“**Indemnified Party**”) shall promptly provide written notice to the party responsible for indemnification (“**Indemnifying Party**”). Failure to timely provide such notice shall not diminish the Indemnifying Party’s indemnification obligation except to the extent the Indemnifying Party’s ability to defend an applicable claim is materially prejudiced by such failure or delay. The Indemnified Party shall provide the Indemnifying Party with such information and cooperation as the Indemnifying Party may reasonably request at the Indemnifying Party’s sole cost and expense. The Indemnifying Party shall have (a) sole control of the defense and settlement of any claim and (b) no obligation to indemnify the Indemnified Party under any settlement made without the Indemnifying Party’s written consent.

8.4 Other Remedies. Subject to Client performing Client Responsibilities, if the Services or Deliverables, or any part thereof, are held to infringe a copyright or other intellectual

property right, or in Isobar's sole judgment, are likely to infringe a copyright or other intellectual property right, Isobar (at Isobar's sole option) shall: (i) procure for Client the right to continue the applicable Services for the term specified in the applicable SOW; (ii) replace or modify the Services or Deliverables with alternative, non-infringing products or services; or (iii) cease providing the Services and refund to Client a pro-rata portion of any pre-paid Fees for the affected Services. The rights of Client in this Indemnification Section shall be Client's sole and exclusive remedies and Isobar's sole and exclusive liability for any claims of infringement.

9. Miscellaneous

9.1 Modification. This Agreement and any SOW may be modified only by written agreement of the parties and requires entering into a new SOW, This preceding clause applicability, includes but is not limited to, any Client request for Deliverables outside the scope of an SOW.

9.2 Change in Laws. In the event of any material changes to applicable law or industry self-regulatory guidelines, either party may suspend or terminate the impacted part of the Services or Deliverables upon reasonable notice to the other party, or the parties may modify the terms related to the impacted part of the Services or Deliverables upon mutual written agreement.

9.3 Assignment. Neither party may assign this Agreement or any SOW without the advanced written consent of the other party which consent shall not be unreasonably withheld. Any purported assignment in contravention of this section shall be null and void.

9.4 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

9.5 Force Majeure. In no event will a party be liable to the other party for any delay or failure to perform under this Agreement or any SOW, which delay or failure to perform is due to causes beyond the control of such party.

9.6 Governing Law; Forum; Enforcement. This Agreement will be governed by and construed in accordance with the laws of State of Illinois, without giving effect to conflict of law rules. Each party irrevocably consents and submits to the exclusive personal jurisdiction of the state courts located in Illinois, and the federal court located in Illinois, for any matter arising out of or relating to this Agreement, except that in actions seeking to enforce any order or any judgment of such federal or state courts, such personal jurisdiction shall be nonexclusive.

9.7 Independent Contractor. Isobar is an independent contractor in the performance of its duties under this Agreement and nothing contained in this Agreement shall be deemed

to create a partnership, joint venture, or agency relationship between the parties.

9.8 Notices. Any notice required or permitted by this Agreement shall be in writing and addressed to the other party's primary contact. Notice will be treated as given on receipt, as verified by written or automated receipt or by electronic log (as applicable). These notice requirements do not apply to legal service of process, which is instead governed by applicable law. Communications under this Agreement in the ordinary course of business may be sent by email.

9.9 Use of Name. Neither party will use the name or marks of the other party in any promotional materials without the written consent of the other party, except for promotional materials that identify Client as a client of Isobar.

9.10 Severability. If for any reason a court of competent jurisdiction finds any provision of this Agreement to be unenforceable, that provision will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect.

9.11 Waiver. The waiver by either party of any right hereunder, the failure to perform, or a breach by the other party shall not be deemed a waiver of any other right hereunder, failure to perform, or breach by said other party whether of a similar nature or otherwise.

9.12 Entire Agreement. The SOW and this Agreement together constitute the entire agreement between the parties relating to the subject matter thereof, represent the complete understanding of the parties, either oral or written, and supersede any prior written or oral agreements, representations, and discussions between the parties related thereto.

- | | |
|---|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" 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 checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Agreement for Special Services with the Law Firm of Atkinson, Andelson, Loya, Ruud & Romo

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve Agreement for Special Services with the Law Firm of Atkinson, Andelson, Loya, Ruud & Romo as an attorney on retainer for future legal counsel.

BACKGROUND:

Lozano Smith has served as the District's legal counsel for several years, assisting with general and special education matters. While Lozano Smith will continue to serve as the District's primary legal counsel, the District Administration is requesting to secure a second law firm on retainer for circumstances that might pose a conflict of interest or require a unique area of expertise.

INFORMATION:

Law firm services are paid for through the Superintendents Professional and Consulting budget.

FISCAL IMPACT:

Standard Hourly Rate Services (\$185-\$360/hour)

Fixed Fee Services (\$16,000)

Other Fees Listed in **AGREEMENT FOR SPECIAL SERVICES**

AGREEMENT FOR SPECIAL SERVICES

I. PARTIES

This Agreement for Special Services (“Agreement”) is entered into by and between the law firm of ATKINSON, ANDELSON, LOYA, RUUD & ROMO, a professional corporation, hereinafter referred to as the “Law Firm” and PACIFIC GROVE UNIFIED SCHOOL DISTRICT, hereinafter referred to as “District.”

II. PURPOSE

The District desires to retain and engage Law Firm to perform legal and, upon request, non-legal consultant services on the District’s behalf. Law Firm accepts this engagement on the terms and conditions contained in this Agreement.

III. TERMS AND CONDITIONS

A. Fees for Services

1. Standard Hourly Rate Services

District agrees to pay the Law Firm at the following standard hourly rates:

Senior Partners	\$360
Partners/Senior Counsel	\$335
Senior Associates	\$320
Associates	\$310
Non-Legal Consultants	\$250
Senior Paralegals/Law Clerks	\$195
Paralegals/Legal Assistants	\$185

2. Fixed Fee Services

District agrees to pay the Law Firm a fixed fee for the following services:

A full day of training (up to 8 hours)	\$5,500
A half day of training (up to 4 hours)	\$4,500
A two-hour training	\$3,500
A one-hour training	\$2,500

3. Fee Arrangements for Specialized Legal Services

For specialized litigation and transactional services in the areas of construction, procurement, technology, prevailing wage, real property, CEQA, mitigation negotiations, school and college finance, tax, bankruptcy, copyright, non-profit organizations, immigration, Title IX, and appellate law, the District agrees to pay Law Firm at rates higher than the standard hourly rates for special projects or particular scopes of work. The Law Firm shall inform the District of the rates for specialized services and the Superintendent or designee shall agree to such rates in writing prior to any billings for specialized legal services by the Law Firm.

4. Costs and Expenses

In addition to the fees described above, the District agrees to pay a five percent (5%) “administrative fee” calculated and based on the total monthly billed fees to cover certain operating expenses of the Law Firm incurred in providing services to the District. This administrative fee is in lieu of charging the District for Westlaw, photocopies, automobile mileage, parking, facsimiles, telephone, document preparation, and postage.

Costs relating to fees charged by third parties retained to perform services ancillary to the Law Firm’s representation of District are not included in the administrative fee and are charged separately. These include, but are not limited to, deposition and court reporter fees, transcript costs, witness fees (including expert witnesses), process server fees, and other similar third party fees. The Law Firm shall not be obligated to advance costs on behalf of the District; however, for purposes of convenience and in order to expedite matters, the Law Firm reserves the right to advance costs on behalf of the District with the prior approval of the Superintendent or designee in the event a particular cost item exceeds \$2,000.00 in amount, and without the prior approval of the Superintendent or designee in the event a particular cost item totals \$2,000.00 or less.

If the Law Firm retains, with authorization from the District, experts or outside consultants for the benefit of the District, rather than the District contracting directly with any expert or outside consultant, the District agrees to pay a five percent (5%) “consultant processing fee” in addition to the actual costs paid by the Law Firm to the expert or outside consultant in order to offset related costs to the Law Firm resulting from administering and initially paying such expert and outside consultant fees on behalf of the District. This fee shall not apply to the services of Law Firm-provided non-legal consultants as set forth in paragraph F., below.

B. Billing Practices

1. A detailed description of the work performed and the costs and expenses advanced by the Law Firm will be prepared on a monthly basis as of the last day of the month and will be mailed to the District on or about the 15th of the following month, unless other arrangements are made. Payment of the full amount due, as reflected on the monthly statement, will be due to the Law Firm from the District by the 10th of the month following delivery of the statement, unless other arrangements are made. In the event that there are funds of the District in the Law Firm’s Trust Account at the time a monthly billing statement is prepared, funds will be transferred from the Law Firm’s Trust Account to the Law Firm’s General Account to the extent of the balance due on the monthly statement and a credit will be reflected on the monthly statement. Any balance of fees or costs advanced remaining unpaid for a period of 60 days will be subject to a 1% per month service charge.

2. The Law Firm shall bill in one-quarter hour increments.
3. Certain tasks shall be billed at established minimum time increments. These include: (a) telephone conference (.25 hour), (b) electronic correspondence (.25 hour), (c) standard written correspondence (.50 hour), (d) provide a document (.50 hour).
4. The Law Firm may charge the full hourly rate to more than one client for services provided concurrently during the same time period. For example, in the course of traveling to the District or while providing legal services at the District, it may be necessary for the Law Firm to provide billable services to other clients.
5. District agrees to review the Law Firm's monthly statements promptly upon receipt and to notify the Law Firm, in writing, with respect to any disagreement with the monthly statement. Failure to communicate written disagreement with the Law Firm's monthly statement within thirty (30) days of the District's receipt thereof shall be deemed to signify the District's agreement that the monthly billing statement accurately reflects the services performed; and the proper charge for those services.
6. After the conclusion of a particular engagement (e.g., an investigation) should a need arise for the Firm to respond to any subpoena or discovery, to provide testimony at deposition, trial or arbitration, or to otherwise perform services with respect to any matter relating to or arising out of that engagement, the District shall compensate the Firm at its then applicable rates for time expended, including all required preparation time.

C. Termination of Representation on a Particular Matter

The Law Firm reserves the right to discontinue the performance of legal services on behalf of the District on a particular matter upon the occurrence of any one or more of the following events:

1. Upon order of a court of law requiring the Law Firm to discontinue the performance of legal services;
2. Upon a determination by the Law Firm in the exercise of its reasonable and sole discretion, that state or federal legal ethical principles require it to discontinue the performance of legal services;
3. Upon a failure of the District to perform any of the District's obligations with respect to the payment of the Law Firm's fees, costs or expenses as reflected on the monthly bill;
4. Upon a failure of the District to perform any of the District's obligations with respect to the duty of cooperation with the Law Firm in connection with the Law Firm's representation of the District.

In the event that the Law Firm ceases to perform services for the District on a matter, the District agrees that it will promptly pay to the Law Firm any and all unpaid fees and costs advanced, and retrieve all of its files, signing a receipt therefor. Further, the District agrees that, with respect to any litigation where the Law Firm has made an appearance in a court of law on its

behalf, the District will promptly execute an appropriate Substitution of Attorney form. Any termination of Law Firm's representation on such a matter may be subject to approval by the applicable court of law.

D. Consent to Joint Representation

The District acknowledges that from time to time Law Firm may be asked to perform legal services on a matter affecting two or more public education local agencies. In such situations before proceeding with representation, Law Firm shall seek separate written consent to joint representation from all involved parties if permissible according to ethical principles applicable to attorneys. The District acknowledges that it is often in the best interest of the District for such representation to commence without undue delay which may result from waiting until a regularly-scheduled Board meeting. Therefore, pursuant to Education Code section 7, the Governing Board of the District hereby delegates to the Superintendent or designee authority to consent to joint representation in the circumstances described in this paragraph.

E. Client Cooperation

The District agrees to fully cooperate with the Law Firm in connection with the Law Firm's representation of the District, including but not limited to, attending mandatory court hearings and other appearances, making its employees and officials available, and providing accurate information documentation necessary to enable the Law Firm to adequately represent the District.

F. Services Performed by Law Firm-Provided Non-Legal Consultants

The Law Firm has an affiliation with non-legal consultants who are available to provide services in areas including, but not limited to, personnel/business office audits, human resources/collective bargaining consultation, special education consultation, public/employee relations surveys and communications, media and public relations, budget analysis/support services, instructional coaching/counseling at school improvement sites, leadership coaching, board/superintendent relations and best practices, and interim management placement.

Because the Law Firm has a financial interest in the District's use of these affiliated non-legal consultants, the rules of the State Bar of California require that the District provide its informed written consent to this arrangement to prior to utilizing these services. Execution of this Agreement shall be deemed "informed consent" for the purpose of this paragraph. The District is hereby advised that it may seek the advice of an independent attorney of your choice prior to providing such written consent.

Please also be advised that because the services of these non-legal consultants are provided to the District outside of the attorney-client relationship, communications with these non-legal consultants will not be protected from disclosure by the attorney-client privilege.

G. Consent to Law Firm Communication

As part of our commitment to client service, the Law Firm will send the District periodic alerts on case developments and legislative changes, and notices of breakfast briefings, conferences, and other training opportunities designed to help the District with daily legal

concerns. The Law Firm will send those and other additional service notices to the District via regular mail and/or electronic mail at the email address which you designate or the email used in your daily communications with us. By execution of this Agreement, the District and designated contact(s) consent to receive such communications by electronic mail subject to the right to unsubscribe at any time.

H. Identification of Insurance Coverage

With respect to insurance coverage for any matters covered by the scope of services under this Agreement, you agree that it is your own responsibility, rather than the Law Firm's responsibility, to identify potential insurance coverage and to tender legal matters to any appropriate insurance companies that may insure you. If you desire that the Law Firm become involved in identifying potential insurers and/or the tender of legal disputes, then a separate written agreement between you and the Law Firm to that effect will be required.

I. Miscellaneous

1. The Law Firm maintains errors and omissions insurance coverage applicable to the services to be rendered.

2. The parties agree that the Law Firm, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the District.

3. After a file on a matter is closed, the District has a right to request the Law Firm to return the file to the District. Absent such a request, the Law Firm shall retain the file on the District's behalf.

IV. BINDING ARBITRATION

If any dispute arises out of, or related to, a claimed breach of this agreement, the professional services rendered by attorneys, or any other disagreement of any nature, type, or description, regardless of the facts or the legal theories which may be involved, including attorney malpractice, breach of fiduciary duty, misrepresentation, or conflict of interest, such dispute shall be resolved by confidential and binding arbitration upon the written request of one party after service of that request on the other party.

There are significant advantages and disadvantages of binding arbitration. The parties shall agree on an arbitrator with special skills and experience to hear and determine the dispute unlike in a court proceeding where a judge is assigned. If the parties cannot agree, then the Superior Court of Los Angeles County shall choose an impartial arbitrator whose decision shall be final and conclusive on all matters.

The parties shall each have the right of discovery in accordance with Code of Civil Procedure Section 1283. Arbitrations conducted pursuant to this agreement permit the same discovery rights as in a court proceeding. Each party shall bear their own costs and attorney fees, including payments to the arbitrator which can be significantly more costly than the filing fee in Court proceedings where costs may be awarded to the prevailing party. Each party to this

agreement waives and therefore gives up important constitutional rights in arbitration as the arbitrator’s decision is final. There is no right to appeal to challenge any errors made in the arbitration proceeding. Unlike court proceedings, arbitration proceedings are conducted privately and the outcome will remain confidential. There is no right to a trial by a judge or jury of one’s peers. There is no limitation on the type of monetary damage that can be awarded by the arbitrator. The client is advised that the client has the right to have an independent lawyer of client’s choice review this arbitration provision.

V. DURATION

This Agreement shall commence April 1, 2024, and terminate on March 31, 2025, and shall thereafter continue from month to month at the then current rate schedules until modified in writing by agreement between the Law Firm and the District up to a maximum of five (5) years duration per Education Code section 17596.

Either the District or the Law Firm may terminate this Agreement on thirty (30) days’ written notice.

“Law Firm”

ATKINSON, ANDELSON, LOYA, RUUD &
ROMO

Dated: _____

By: _____
Todd M. Robbins

“District”

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

Dated: _____

By: _____
Dr. Linda Adamson, Superintendent

- | | |
|---|---|
| <input checked="" type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input checked="" 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 checked="" type="checkbox"/> Fiscal Solvency, Accountability and Integrity | <input type="checkbox"/> Public Hearing |

SUBJECT: Proposed Board Calendar/Future Meetings

DATE: April 18, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent

RECOMMENDATION:

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

BACKGROUND:

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

INFORMATION:

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

Board Meeting Calendar January-June 2024

Closed Session times vary

Open Session begins at 6:30 PM

Thursday, January 11	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Superintendent Goals- midyear check-in ✓ Preliminary Enrollment Projection for 2024-25 ✓ Property Tax Update ✓ Resolution recognizing February as Black History Month ✓ School Accountability Report Cards
Thursday, January 25	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ Board NCBI Training ✓ School Accountability Report Card ✓ HR SSC Report Plan
Thursday, February 8	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Report on Governor's Budget Proposal ✓ Budget Development Calendar ✓ Approve Aug.- Dec. 2024-25 Board Meeting Calendar ✓ Quarterly Facilities Project Updates ✓ Resolution recognizing March as Women's History Month ✓ LCAP 2023-2024 Midyear Report ✓ CSBA Policy Update ✓ ABM Building Solution, LLC Construction Agreement: Public Hearing and Contract Approval
Monday, March 4 4:00-8:00 PM	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ Board Governance Training
Thursday, March 7	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Second Interim ✓ TRAN Resolution ✓ Williams/Valenzuela Uniform Complaint Report ✓ Possible Personnel Action Presented as Information (RIF) ✓ <i>Non-reelects Solution</i> ✓ Board Goals Study Session ✓ Cultural Proficiency Implementation Plan Presentation ✓ <i>2023-24 Audit Report</i> ✓ Board considers legislative action at local and state levels
Thursday, March 21 5:00-9:00 PM	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ Board Study Session on Facilities Master Planning and 2024 Bond Extension
Thursday, April 4	<p>Regular Board Meeting</p>

	<ul style="list-style-type: none"> ✓ Resolution recognizing May as Asian American Pacific Islander Heritage Month ✓ <i>School Resource Officer Update</i> ✓ <i>Student Board Recognition</i> ✓ <i>M.C. Kimball & Associates Inc. Safety Report Presentation</i>
Thursday, April 18 5:00-10:00 PM	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>LCAP Study Session</i> ✓ <i>Master Facilities Follow-Up Study Session</i>
Thursday, May 9	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Board Goals for 2024-25 ✓ California Day of the Teacher ✓ Week of the CSEA Employee ✓ Retiree Recognition ✓ <i>School Resource Officer Contract</i> ✓ <i>Begin Superintendent Evaluation</i> ✓ <i>CSBA Policy Update</i> ✓ <i>Joint Subcommittee (City of PG & PGUSD)</i>
Thursday, May 23	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ 2024-25 Board Goals ✓ Review Governor's Revised Budget ✓ Suspensions/Expulsions Annual Report ✓ 2024-25 Budget Public Hearing ✓ LCAP Public Hearing ✓ Resolution recognizing June as LGBTQ+ Month ✓ <i>Continue Superintendent Evaluation</i> ✓ <i>Review of Site Master Schedules</i>
Tuesday, May 28 5:00 - 10:00 PM	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>Board Governance Training</i>
Thursday, June 6	<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 ✓ Declaration of Need for Highly Qualified Educators ✓ <i>Complete Superintendent's Evaluation</i> ✓ <i>Instructional Materials Policy</i> ✓ <i>Bond Discussion*</i>

Board Meeting Calendar August-December 2024

Closed Session times vary

Open Session begins at 6:30 PM

Thursday, August 8	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly Facilities Project Updates ✓ Review of Legal Services Costs ✓ Student Enrollment Update ✓ Property Tax Report
Thursday, August 15 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, September 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ Quarterly District Safety Update* (Superintendent Report) ✓ CSBA Policy Update ✓ Cultural Proficiency/Equity Presentation ✓ Unaudited Actuals* ✓ Board Goals Discussion ✓ Williams Uniform Complaint Report (Quarterly)
Thursday, September 19 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, October 3	Regular Board Meeting <ul style="list-style-type: none"> ✓ Week of the School Administrator ✓ Board Goals check-in ✓ Resolution for the GANN Limit for 2024-2025 ✓ Quarterly District Safety Update (Superintendent Report) ✓ FY 2024-2025 Budget Revision #1 ✓ CAASPP/ELPAC Review of Data
Thursday, October 24 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, November 7	Regular Board Meeting <ul style="list-style-type: none"> ✓ Intent Form Due (to serve as Board President/Clerk) ✓ Review of Special Education Contracts ✓ PGHS Course Bulletin Information/Discussion ✓ CSBA Policy Update
Thursday, November 21 TIME TBD	Special Board Meeting <ul style="list-style-type: none"> ✓ TBD
Thursday, December 5	Regular Board Meeting <ul style="list-style-type: none"> ✓ District Goals Update ✓ Annual Cultural Proficiency Implementation Plan ✓ Quarterly Facilities Project Updates ✓ First Interim Report

	✓ CSBA Board Comments
Tuesday, December 12 TIME TBD	Special Board Meeting ✓ Board Governance and Self-evaluation
Thursday, December 19	Regular Board Meeting ✓ Election of 2024-2025 Board President and Clerk ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report (Quarterly) ✓ CSBA Policy Update