

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JUNE 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: June 18, 2024

TIME: 5:30 PM Closed Session
7:00 PM Open Session

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

Trustees:

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

Administration:

*Superintendent Dr. Linda Adamson
Assistant Superintendent Joshua Jorn*

Student Representative(s):

N/A

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/85215140206?pwd=pYgCnvnNhGozvaXIoeE4cXswfqHq4Ni.1>

Meeting ID: 852 1514 0206

Passcode: 343182

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

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

Find your local number: <https://pgusd.zoom.us/u/kdsFvgImWk>

ADDITIONAL TELECONFERENCE LOCATION

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

Chelsea Hotel
33 Gerrard Street West
Toronto, ON, M5G1Z4, Canada

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.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JUNE 18, 2024**

C. Roll Call

D. Adoption of Agenda

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

II. CLOSED SESSION

A. Identify Closed Session Topics

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

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Buck Roggeman and 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]
4. Public Employee Appointment/Employment: Human Resources Director [Government Code § 54957]
5. Public Employee Appointment/Employment: Principal [Government Code § 54957]
6. Public Employee Evaluation: Complete Evaluation of the Superintendent
7. Conference with Labor Negotiator
 - a. Agency Negotiator: Board President and Legal Counsel
 - b. Unrepresented Employee: Superintendent

B. Public Comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JUNE 18, 2024**

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]
4. Public Employee Appointment/Employment: Human Resources Director [Government Code § 54957]
5. Public Employee Appointment/Employment: Principal [Government Code § 54957]
6. Public Employee Evaluation: Complete Evaluation of the Superintendent
7. Conference with Labor Negotiator
 - a. Agency Negotiator: Board President and Legal Counsel
 - b. Unrepresented Employee: Superintendent

B. Pledge of Allegiance

IV. COMMUNICATIONS

- A. Written Communications
- B. Board Member Comments
- C. Superintendent Report

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

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

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JUNE 18, 2024**

- A. Community Members (Non-Agenda Items)
- B. PGUSD Staff Comments (Non-Agenda Items)

VI. CONSENT AGENDA

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

- A. Minutes of May 23, 2024 Board Meeting 7
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- B. Minutes of May 28, 2024 Board Meeting 16
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- C. Minutes of June 6, 2024 Board Meeting 20
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- D. Cash Receipts Report #19 30
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Cash Receipts Report #19.
- E. Acceptance of Donations 32
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.
- F. Out of County/Overnight Activities 33
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Out of County and/or Overnight Activities.
- G. Personnel Report 36
Recommendation: (Claudia Arellano/Billie Mankey, Director II, Human Resources) The District Administration recommends that the Board review and approve the Personnel Report.
- H. Contract for Services with Silke Communications (2024-25 School Year) 39
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with Silke Communications for Service and Maintenance Agreement.
- I. Contract for Services with Wonder Woofs K-9 Narcotics Search Unit – Safety Dogs (2024-25 School Year) 45

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
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Recommendation: (Barbara Martinez, Principal) The District Administration recommends that the Board review and approve the Contract for Services with Wonder Woofs K-9 Narcotics Search Unit.

J. Contract for Services with Dawn Fregosa – Fregosa Ventures, Inc. (2024-25 School Year) **51**

Recommendation: (Sean Keller, CTE – Dual Enrollment Coordinator) The District Administration recommends that the board review and approve the Contract for Services with Dawn Fregosa – Fregosa Ventures, Inc.

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

VII. ACTION/DISCUSSION

A. Contract for Services with BLAAC – ‘Belonging, Safety, & Prosperity’ Campaign **59**

Recommendation: (Buck Roggeman, Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with BLAAC for the development and creation of a video campaign to launch PGUSD’s district-wide ‘Belonging, Safety & Prosperity’ campaign to signify PGUSD’s dedication to fostering an environment where every student is valued and supported.

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

B. Proposed Board Calendar **66**

Recommendation: (Dr. Linda Adamson, Director of Curriculum and Special Projects) 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: _____

VIII. INFORMATION/DISCUSSION

A. Future Agenda Items

Recommendation: (Dr. Linda Adamson, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- Public Comment:
- Board Comment:

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JUNE 18, 2024**

- Direction: _____

IX. ADJOURNMENT

Next regular Board Meeting: July 9, 2024

- | | |
|---|---|
| <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 May 23, 2024 Board Meeting

DATE: June 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
REGULAR MEETING MINUTES: MAY 23, 2024**

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

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.

I. OPENING BUSINESS

A. Call to Order – 5:00 PM by *Interim President Dr. Elliott Hazen*

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

Trustee(s) Absent: *President Brian Swanson*

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

Board Recorder: Lucero Villegas

Student Representative: Dario DiMaggio & William Powley

School Site Acronyms: District Office (DO)
Forest Grove Elementary School (FGE)
Robert H. Down Elementary School (RHD)
Pacific Grove Middle School (PGMS)
Pacific Grove High School (PGHS)
Pacific Grove Community High School (PGCHS)
Pacific Grove Adult Education (PGAE)

D. Adoption of Agenda

- Public Comment: N/A
- Board Discussion:
 - *Walk-On Item (Action AA.) added to agenda*
- **Move: EH Second: JM Vote: 4 – 0 Motion CARRIED**

II. CLOSED SESSION

➤ [YouTube 2:23](#)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

REGULAR MEETING MINUTES: MAY 23, 2024

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

A. Identify Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. Planning and Preparation – Meet and Confer Adult School Teachers
5. Planning and Preparation – Meet and Confer Classified Confidential
6. Planning and Preparation – Meet and Confer Management
7. Superintendent Evaluation
8. Introduction to Principal Greg O’Meara

B. Public Comment on Closed Session Topics

- a. N/A

C. Adjourn to Closed Session

- a. N/A

III. RECONVENE IN OPEN SESSION

➤ [YouTube 3:20](#)

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)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
4. Planning and Preparation – Meet and Confer Adult School Teachers
5. Planning and Preparation – Meet and Confer Classified Confidential
6. Planning and Preparation – Meet and Confer Management
7. Superintendent Evaluation

B. Pledge of Allegiance – *Principal Greg O’Meara*

➤ [YouTube 4:45](#)

C. BreakerBots Robotics Team Presentation

<https://drive.google.com/file/d/16fSkrttRkaruPHqfnlDjSwYNXlu12HP4/view?usp=sharing>
(Link accessible only to PGUSD account holders)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

REGULAR MEETING MINUTES: MAY 23, 2024

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

➤ [YouTube 10:41](#)

D. Meet Principal Greg O'Meara

IV. COMMUNICATIONS

➤ [YouTube 17:51](#)

- A. Written Communications
- B. Board Member Comments
- C. Superintendent Report
- D. Safety Report

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

➤ [YouTube 35:46](#)

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

- A. Community Members (Non-Agenda Items)
 - a. Six (6) public comments received in person
 - b. One (1) public comment received virtually
- B. PGUSD Staff Comments (Non-Agenda Items)
 - a. N/A

VI. CONSENT AGENDA

➤ [YouTube 58:48](#)

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

- A. Minutes of April 18, 2024 Board Meeting
- B. Cash Receipts Report #17
- C. Acceptance of Donations
- D. Revolving Cash Report #6
- E. Out of County or Overnight Activities
- F. Personnel Report
- G. Monterey Bay Charter School Lease Agreement Revision #19 (2024-25 School Year)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

REGULAR MEETING MINUTES: MAY 23, 2024

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

- H. Interscholastic Federation (CIF) School Representatives (2024-25 School Year)
- I. Forest Grove Elementary School – Single Plan for Student Achievement (SPSA) (2024-25 School Year)
- J. Robert H. Down Elementary School – Single Plan for Student Achievement (SPSA) (2024-25 School Year)
- K. Pacific Grove Middle School – Single Plan for Student Achievement (SPSA) (2024-25 School Year)
- L. Pacific Grove High School – Single Plan for Student Achievement (SPSA) (2024-25 School Year)
- M. Pacific Grove Community High School – Single Plan for Student Achievement (SPSA) (2024-25 School Year)
- N. Contract for Services with Peninsula Sports, Inc. (2024-25 School Year)
- O. Contract for Services with Premier Studios of California (2024-25 School Year)
- P. Contract for Services with Beem Video (2024-25 School Year)
- Q. Contract for Services with MaryLee Sunseri (2024-25 School Year)
- R. Independent Consultant Agreement with Musson Theatrical
- S. Plan for Educations Services to Expelled Students
- T. Board Policy Updates Approval – Second Reading
- U. Out of County or Overnight Activities – Ratification

- Public Comment:
 - One (1) public comment received in person
- Board Discussion:
 - Trustees discussed section(s)
- **Move: LO Second: JM Vote: 4 – 0 Motion CARRIED**

VII. PUBLIC HEARINGS

➤ [YouTube 1:05:43](#)

- A. Adopted Budget Public Hearing (Fiscal Year 2024-25)
(Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board hold a public hearing and review the District General Fund Budget and all other Funds for Fiscal Year 2024-25.

Open Public Hearing: 8:11 PM Close Public Hearing: 9:26 PM

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)

- B. Public Hearing of the Local Control and Accountability Plan (LCAP) – PGUSD

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

REGULAR MEETING MINUTES: MAY 23, 2024

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board hold a public hearing and review the PGUSD Local Control and Accountability Plan (LCAP) for the 2024-25 school year.

- Public Comment:
 - One (1) public comment received in person
- Board Discussion:
 - Trustees discussed section(s)

C. PGTA Public Hearing of the Tentative Agreement with Pacific Grove Teachers Association (Fiscal Year 2023-24)

Recommendation: (Buck Roggeman, Lead Negotiator) The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for the Fiscal Year 2023-24.

- Public Comment:
 - Two (2) public comments received in person
- Board Discussion:
 - Trustees discussed section(s)

VIII. ACTION/DISCUSSION

➤ [YouTube 2:45:36](#)

❖ **AA. Walk-On Item: Revised Contract Language – Comp Health Services**
(Yolanda Cork-Anthony, Director of Student Services)

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: JM Second: LO Vote: 4 – 0 Motion CARRIED**

A. Approval – PGTA Public Hearing of the Tentative Agreement with Pacific Grove Teachers Association (Fiscal Year 2023-24)

Recommendation: (Buck Roggeman, Lead Negotiator) The District Administration recommends that the Board approve the Tentative Agreement between the Pacific Grove Unified School District and the Pacific Grove Teachers Association (PGTA) for the Fiscal Year 2023-24.

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: LO Second: EH Vote: 4 – 0 Motion CARRIED**

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION**

REGULAR MEETING MINUTES: MAY 23, 2024

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

B. Adoption of Resolution No. 1133 – LGBTQ+ Pride Month (June 2024)

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and adopt Resolution No. 1133 Proclaiming June 2024 as LGBTQ+ Pride Month.

- Public Comment:
 - One (1) public comment received in person
- Board Discussion:
 - Trustee McNary read Resolution No. 1133
 - Trustees discussed section(s)
- **Move: CS Second: JM Vote: 4 – 0 Motion CARRIED**

Proposal to extend the May 23, 2024 Board Meeting to 10:45 PM

- **Move: EH Second: CS Vote: 4 – 0 Motion CARRIED**

C. Approval of Resolution No. 1132 – Office of Public School Construction Authorized Representatives

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve Board Resolution No. 1132, which is the Office of Public School Construction (OPSC) Authorized Representatives.

- Public Comment: N/A
- Board Discussion: N/A
- **Move: EH Second: CS Vote: 4 – 0 Motion CARRIED**

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

Recommendation: (Matthew Binder, Director of Educational Technology & Louis Algaze, Director of Technology Systems) The District Administration recommends that the Board review and approve the current – June/July, 2024 Measure A – Education Technology Bond Expenditures.

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: CS Second: JM Vote: 4 – 0 Motion CARRIED**

E. Measure D & A Citizens Oversight Committee – Additional Member

Recommendation: (Jon Anderson, Director of Maintenance, Operations, and Transportation) The District Administration recommends that the Board review and add one additional member to the Citizens Oversight Committee.

- Public Comment: N/A
- Board Discussion:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

REGULAR MEETING MINUTES: MAY 23, 2024

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

- Trustees discussed section(s)
 - **Move: JM Second: CS Vote: 4 – 0 Motion CARRIED**
- F. Approval of Contract for Services with Eric Hall & Assoc./MGT – Needs Assessment
 Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Contract for Services with Eric Hall and Associates/MGT for a PGUSD Facility Needs Assessment.
- Public Comment: N/A
 - Board Discussion:
 - Trustees discussed section(s)
 - **Move: LO Second: EH Vote: 4 – 0 Motion CARRIED**
- G. Contract for Services with Varajic Consulting LLC
 Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board approve the Contract for Services with Varajic Consulting LLC.
- Public Comment: N/A
 - Board Discussion:
 - Trustees discussed section(s)
 - **Move: CS Second: JM Vote: 4 – 0 Motion CARRIED**
- H. Proposed Board Calendar/Future Meetings
 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: N/A
 - Board Discussion:
 - Proposed new Board Meeting date of June 18th removed
 - **Move: EH Second: JM Vote: 4 – 0 Motion CARRIED**

IX. INFORMATION/DISCUSSION

➤ [YouTube 3:25:44](#)

A. PGTech Update – 2024

Recommendation: (Matthew Binder, Director of Educational Technology & Louis Algaze, Director of Technology Systems & Andrew Bradley, Digital Teacher) The District Administration recommends that the Board review the information presented: PGTech Update – 2024.

- **Direction: N/A**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

REGULAR MEETING MINUTES: MAY 23, 2024

YouTube: <https://www.youtube.com/watch?v=1YBuZboA96E&t=31s>

B. Future Agenda Items

Recommendation: (Dr. Linda Adamson, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- **Direction: PLC, Future NCBI Training for Trustees & Sex Education Curriculum**

X. ADJOURNMENT – 10:43 PM

Next special Board Meeting: May 28, 2024

Next regular Board Meeting: June 6, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

- | | |
|---|---|
| <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 May 28, 2024 Board Meeting

DATE: June 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:

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- (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: MAY 28, 2024**

YouTube: <https://www.youtube.com/watch?v=VpKyCvIHXT4&t=153s>

District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

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.

I. OPENING BUSINESS

A. Call to Order – 5:30 PM by *President Brian Swanson*

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)

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

Board Recorder: Lucero Villegas

Student Representative: Dario DiMaggio/Dayci Dishny (SR)

School Site Acronyms: District Office (DO)
Forest Grove Elementary School (FGE)
Robert H. Down Elementary School (RHD)
Pacific Grove Middle School (PGMS)
Pacific Grove High School (PGHS)
Pacific Grove Community High School (PGCHS)
Pacific Grove Adult Education (PGAE)

D. Adoption of Agenda

- Public Comment: N/A
- Board Discussion: N/A
- **Move: EH Second: BS Vote: 4 – 0 Motion CARRIED**

II. CLOSED SESSION

➤ [YouTube 2:24](#)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MAY 28, 2024

YouTube: <https://www.youtube.com/watch?v=VpKyCvIHXT4&t=153s>

A. Identify Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. Superintendent Evaluation

B. Public comment on Closed Session Topics

C. Adjourn to Close Session

III. RECONVENE IN OPEN SESSION

➤ [YouTube 4:44](#)

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)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
4. Superintendent Evaluation

B. Pledge of Allegiance – *President Brian Swanson*

IV. INFORMATION/DISCUSSION

➤ [YouTube 5:44](#)

A. 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).

- Public Comment:
 - One (1) public comment received virtually
- Board Discussion:
 - Trustees discussed section(s)
- **Direction: Continue PGUSD Board Governance Training & Handbook**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

BOARD OF EDUCATION

SPECIAL MEETING MINUTES: MAY 28, 2024

YouTube: <https://www.youtube.com/watch?v=VpKyCvIHXT4&t=153s>

V. ADJOURNMENT – 10:00 PM

Next regular Board Meeting will be held on June 6, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

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

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

SUBJECT: Minutes of June 6, 2024 Board Meeting

DATE: June 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
REGULAR MEETING MINUTES: JUNE 6, 2024**
YouTube: https://www.youtube.com/watch?v=WSpg7guF_iw

District Office
435 Hillcrest Avenue
Pacific Grove, CA 93950

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.

I. OPENING BUSINESS

A. Call to Order – 5:31 PM by *President Brian Swanson*

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 Laura Ottmar (LO)

Trustee(s) Absent: *Trustee Jennifer McNary*

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

Board Recorder: Lucero Villegas

Student Representative: Dario DiMaggio/Dayci Dishny (SR)

School Site Acronyms: District Office (DO)
Forest Grove Elementary School (FGE)
Robert H. Down Elementary School (RHD)
Pacific Grove Middle School (PGMS)
Pacific Grove High School (PGHS)
Pacific Grove Community High School (PGCHS)
Pacific Grove Adult Education (PGAE)

D. Adoption of Agenda

- Public Comment: N/A
- Board Discussion: N/A
- **Move: EH Second: LO Vote: 4 – 0 Motion **CARRIED****

II. CLOSED SESSION

➤ [YouTube 1:32](#)

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024**
YouTube: https://www.youtube.com/watch?v=WSpg7guF_iw

A. Identify Closed Session Topics

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2023-2024 [Government Code § 3549.1 (d)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
Consideration of request for a one year of unpaid leave of absence for employee #161521
4. Negotiations with Unrepresented Employee; Superintendent
5. Public Employee Evaluation: Paraeducator

B. Public Comment on Closed Session Topics

- a. N/A

C. Adjourn to Closed Session

- a. N/A

III. RECONVENE IN OPEN SESSION

➤ [YouTube 2:15](#)

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)]
2. Negotiations – Collective Bargaining Session planning and preparation with the CSEA for 2023-2024 [Government Code § 3549.1 (d)]
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]
Consideration of request for a one year of unpaid leave of absence for employee #161521
4. Negotiations with Unrepresented Employee; Superintendent
5. Public Employee Evaluation: Paraeducator

B. Pledge of Allegiance – *Trustee Laura Ottmar*

IV. COMMUNICATIONS

➤ [YouTube 4:00](#)

- A. Written Communications
- B. Board Member Comments
- C. Superintendent Report

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024
YouTube: https://www.youtube.com/watch?v=WSpg7guF_iw

➤ [YouTube 12:56](#)

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

- A. Community Members (Non-Agenda Items)
 - a. One (1) public comment received in person
- B. PGUSD Staff Comments (Non-Agenda Items)
 - a. Robert Silveira, Director of Nutrition

VI. CONSENT AGENDA

➤ [YouTube 20:43](#)

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

- A. Minutes of March 7, 2024 – Revised
- B. Minutes of May 9, 2024
- C. Cash Receipts Report #18
- D. Acceptance of Donations
- E. Out of County/Overnight Activities
- F. Personnel Report
- G. Williams/Valenzuela Uniform Complaint Report
- H. Monterey Bay Swim Club (MBSC) – MOU (2024-25 School Year)
- I. Contract for Services with EMICS, Inc., dba Informed K12 (2024-25 School Year)
- J. Contract for Services – Language Line (2024-25 School Year)
- K. Contract for Services – FAST Translations (2024-25 School Year)
- L. Contract for Document Tracking Services – Documents (2024-25 School Year)
- M. Contract for Document Tracking Services – Translation (2024-25 School Year)
- N. Contract for Services – FAST Translations (2024-25 School Year)
- O. Contract for Services with Sharon Neumann Solow (SNS) – Sign Language Interpreter (2024-25 School Year)
- P. Carmel Unified School District – MOU (2024-25 School Year)
- Q. Monterey County Office of Education Agreement for Operation of Regional Program (2024-25 School Year)
- R. Ratification – Transportation Contract with Salinas Union High School District
- S. PGMS Contract for Services with Valerie Rhoades (2024-25 School Year)
- T. PGMS Contract for Services with Kaatz Photography (2024-25 School Year)
- U. PGMS Contract for Services with Dan Deegen (2024-25 School Year)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024
 YouTube: https://www.youtube.com/watch?v=WSpq7guF_iw

- V. PGHS Contract for Services with Phoenix Ceramics Supplies (2024-25 School Year)
- W. PGHS Contract for Services with Nguyen Security (2024-25 School Year)
- X. PGHS Contract for Services with Parchment Services (2024-25 School Year)
- Y. PGHS Contract for Services with Pacific West Water Purification, Incorporated (2024-25 School Year)
- Z. PGHS Contract for Services with Jose Del Rio (2024-25 School Year)
- AA. PGHS Contract for Services with SCATT Recreation (2024-25 School Year)
- BB. PGHS Contract for Services with Anthony J. Nocita, IAMP (2024-25 School Year)
- CC. PGHS Contract for Services with Gary Stotz (2024-25 School Year)
- DD. PGHS Contract for Services with Federico Embroidery (2024-25 School Year)
- EE. PGHS Contract for Services with Peninsula Sports, Incorporated (2024-25 School Year)
- FF. PGHS Contract for Services with Agile Technologies DBA HUDL (2024-25 School Year)
- GG. PGHS Contract for Services with Ashley Beem & Beem Video (2024-25 School Year)
- HH. PGHS Consultant Contract with Josten's, Incorporated (2024-25 School Year)
- II. PGHS Contract for Services with Field of Dreams Designs (2024-25 School Year)
- JJ. PGHS Independent Consultant Agreement with DJ John Upshaw/Monterey DJ (2024-25 School Year)
- KK. PGHS Contract for Services with NCLRA (2024-25 School Year)
- LL. PGHS Contract for Services with Premier Studios (2024-25 School Year)
- MM. PGHS Contract for Services with Tacos Don Beto – Food Truck (2024-25 School Year)
- NN. PGHS Contract for Services with ArbitrPay/James Johnson (2024-25 School Year)
- OO. PGHS Contract for Services with Nicolas Gonzales
- PP. PGHS Contract for Services with Valerie Rhoades (2024-25 School Year)
- QQ. PGHS Woodshop Equipment – Surplus
- RR. Contract for Services with Monterey Fire Extinguisher (2024-25 School Year)
- SS. Contract for Services with Monterey Bay Pest Control (2024-25 School Year)
- TT. Contract for Services with California Towing Transportation (2024-25 School Year)
- UU. Contract for Services with Coast Counties Peterbuilt (2024-25 School Year)
- VV. Contract for Services with AirTec (2024-25 School Year)
- WW. Contract for Services with After Hours Plumbing (2024-25 School Year)
- XX. Contract for Services with M3 Environmental (2024-25 School Year)
- YY. Approval – Actuarial Study of Retiree Health Liabilities Under GASB 74/75 Fiscal Year 2023-24

- Public Comment: N/A
- Board Discussion: N/A
- **Move: CS Second: EH Vote: 4 – 0 Motion **CARRIED****

VII. PUBLIC HEARING

➤ [YouTube 22:22](#)

AB 1200 Public Hearing of Tentative Agreement with CSEA Chapter #229 for a Successor Agreement from July 1, 2023 to June 30, 2026, and negotiations for 2023-2024

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024
 YouTube: https://www.youtube.com/watch?v=WSpq7guF_iw

Recommendation: (Claudia Arellano, Lead Negotiator) The District Administration recommends that the Board hold a public hearing of the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association) for a Successor Agreement from July 1, 2023 to June 30, 2026, and negotiations for 2023-2024.

Open Public Hearing: 7:30 PM Close Public Hearing: 7:33 PM

VIII. ACTION/DISCUSSION

➤ [YouTube 26:01](#)

A. Approval of AB 1200 Public Disclosure of Tentative Agreement with CSEA Chapter #229 for a Successor Agreement from July 1, 2023 to June 30, 2026, and negotiations for 2023-2024

Recommendation: (Claudia Arellano, Director II, Human Resources) The District Administration recommends that the Board approve the Tentative Agreement between the Pacific Grove Unified School District and the California School Employees Association Chapter #229 for a Successor Agreement from July 1, 2023 to June 30, 2026, and negotiations for 2023-2024.

- Public Comment: N/A
- Board Discussion: N/A
- **Move: EH Second: LO Vote: 4 – 0 Motion CARRIED**

B. FY 2024-25 Adopted Budget

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and adopt the District General Fund Budget and all other Funds for Fiscal Year 2024-25.

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: BS Second: LO Vote: 4 – 0 Motion CARRIED**

C. Adoption – Pacific Grove Unified School District Local Control and Accountability Plan (LCAP) (2024-25 School Year)

Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board approve the Pacific Grove Unified School District Local Control and Accountability Plan (LCAP).

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: LO Second: EH Vote: 4 – 0 Motion CARRIED**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024
 YouTube: https://www.youtube.com/watch?v=WSpg7guF_iw

➤ [YouTube 39:49](#)

D. Adoption – Local Performance Indicators – California Department of Education (School Dashboard)

Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and adopt the Local Performance Indicators of progress toward the eight state priorities for publication on the California Department of Education (School Dashboard).

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: LO Second: EH Vote: 4 – 0 Motion CARRIED**

E. Approval – PGUSD Confidential Employees Agreement

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Confidential Employees.

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: LO Second: EH Vote: 4 – 0 Motion CARRIED**

F. Approval – PGUSD Classified and Certificated Management Agreement

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Certificated and Classified Management.

- Public Comment: N/A
- Board Discussion: N/A
- **Move: LO Second: EH Vote: 4 – 0 Motion CARRIED**

G. Approval – PGUSD Adult Education Instructors Group Agreement

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the agreement between the Pacific Grove Unified School District and the Adult Education Instructors Group.

- Public Comment: N/A
- Board Discussion: N/A
- **Move: LO Second: EH Vote: 4 – 0 Motion CARRIED**

H. Expenditure Plan for Resource 6770 Prop 28 Arts and Music Program (AMS)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024
YouTube: https://www.youtube.com/watch?v=WSpg7guF_iw

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the attached plan for expenditure of funds for the Expenditure Plan for Resource 6770 Prop 28 Arts and Music Program (AMS).

- Public Comment:
 - One (1) public comment received virtually
- Board Discussion:
 - Trustees discussed section(s)
- **Move: EH Second: CS Vote: 4 – 0 Motion CARRIED**

I. RHD Contract for Services with HGHB Architects

Recommendation: (Jon Anderson, Director of Maintenance, Operations, and Transportation) The District Administration recommends that the Board review and approve the Contract for Services with HGHB Architects for the Robert H. Down Elementary School.

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: BS Second: LO Vote: 4 – 0 Motion CARRIED**

J. PGMS Contract for Services with Primal Painting, Incorporated

Recommendation: (Jon Anderson, Director of Maintenance, Operations, and Transportation) The District Administration recommends that the Board review and approve the Contract for Services with Primal Painting, Inc. for the Pacific Grove Middle School.

- Public Comment: N/A
- Board Discussion:
 - Trustees discussed section(s)
- **Move: BS Second: CS Vote: 4 – 0 Motion CARRIED**

K. Restorative Justice Program Proposal

Recommendation: (Buck Roggeman, Director of Curriculum and Special Projects) The District Administration recommends that the Board review and approve the Restorative Justice Program Proposal.

- Public Comment:
 - One (1) public comment received virtually
 - One (1) public comment received in person
- Board Discussion:
 - Trustees discussed section(s)
- **Move: EH Second: LO Vote: 4 – 0 Motion CARRIED**

L. Agreement for Services with the City of Pacific Grove for a School Resources Officer (SRO) (2023-2024 School Year)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024
YouTube: https://www.youtube.com/watch?v=WSpG7guF_iw

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the Agreement for Services with the City of Pacific Grove for a School Resource Officer (SRO).

- Public Comment:
 - One (1) public comment received in person
- Board Discussion:
 - Trustees discussed section(s)
- **Move: LO Second: BS Vote: 3 – 1 Motion CARRIED (CS – No)**

M. Approval of Resolution No. 1134 – Recognizing June 19, 2024 as Juneteeth [sic]

Recommendation: (Dr. Linda Adamson, Superintendent) The Districts Administration recommends that the Board adopt Resolution No. 1134 Recognizing June 19, 2024 as Juneteenth in the Pacific Grove Unified School District.

- Public Comment: N/A
- Board Discussion: N/A
- **Move: BS Second: LO Vote: 4 – 0 Motion CARRIED**

N. 2024-25 Classified and Certificated Management Salary Schedule Revision

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the Classified and Certificated Management Salary revision to include School Principal on Special Assignment line item as presented.

- Public Comment: N/A
- Board Discussion:
 - LA – Revised salary scheduled printed & posted
- **Move: BS Second: LO Vote: 4 – 0 Motion CARRIED**

O. Proposed Board Calendar

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: N/A
- Board Discussion:
 - LA – Approve June 18th Board Meeting changed from special to regular
 - BS – Joining June 18th Board Meeting remotely
- **Move: EH Second: LO Vote: 4 – 0 Motion CARRIED to change June 18th Board Meeting from special to regular**

IX. INFORMATION/DISCUSSION

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 6, 2024**
YouTube: https://www.youtube.com/watch?v=WSpq7guF_iw

➤ [YouTube 2:07:25](#)

A. Annual Review of Legal Fees

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review legal fees expended from July 1, 2023 through April 30, 2024.

- Public Comment: N/A
- Board Comment:
 - Trustees discussed section(s)
- **Direction: N/A**

Note: Trustee LO exited Board Meeting @ [YouTube 2:11:45](#)

B. Future Agenda Items

Recommendation: (Dr. Linda Adamson, Superintendent) The Administration recommends that the Board review the list of future agenda items and direct Administration to add items to the list and/or schedule items for a particular agenda.

- Public Comment: N/A
- Board Comment:
 - Trustees discussed section(s)
 - Future Agenda Items – TK-3rd Grade Spanish Language Classes & Ongoing Board Cultural Proficiency Development
- **Direction: Future Agenda Items**

X. ADJOURNMENT – 9:48 PM

Next regular Board Meeting: June 18, 2024

Approved and submitted:



Superintendent Dr. Linda Adamson
Secretary to the Board

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

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

SUBJECT: Cash Receipts Report #19

DATE: June 18, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Cash Receipts #19.

BACKGROUND:

The attached listing identifies Cash Receipts received by the District during the period of May 28, 2024 to June 10, 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 # 19 Cash Receipts

May 28, 2024 - June 10, 2024

Date	Num	Name	Account	Amount
May 28 - Jun 10, 24				
05/28/2024	22445	RETIREE INSURANCE	RETIREE INSURANCE	5,354.00
05/28/2024	22446	STATE OF CALIFORNIA	MEDI-CAL	2,600.32
05/28/2024	22447	STATE OF CALIFORNIA	CAFETERIA	237,771.98
05/28/2024	22448	Facilitron	FACILITIES USE	2,766.62
05/28/2024	22449	CAFETERIA	CAFETERIA	395.00
05/29/2024	22450	PGMS	DONATION	50.00
05/29/2024	22451	Robert Down Elementary	Brick Fundraiser	60.00
05/29/2024	22452	RETIREE INSURANCE	RETIREE INSURANCE	1,643.33
05/31/2024	22453	Intercare Holding Insurance	WORKERSCOMP	632.00
05/31/2024	22454	RETIREE INSURANCE	RETIREE INSURANCE	15,387.00
05/31/2024	22455	MISC	Benefits	227.00
05/31/2024	22456	Intercare Holding Insurance	WORKERSCOMP	3,079.42
05/31/2024	22457	Intercare Holding Insurance	WORKERSCOMP	16,276.93
05/31/2024	22458	Developer Fees	Developer Fees	4,627.14
05/31/2024	22459	STATE OF CALIFORNIA	CAFETERIA	67,075.27
05/31/2024	22460	RETIREE INSURANCE	RETIREE INSURANCE	1,291.00
05/31/2024	22461	Monterey County Elections Department	MISC	50.00
06/03/2024	22462	STATE OF CALIFORNIA	PRESCHOOL	9,412.00
06/03/2024	22463	US BANK	REBATE	943.68
06/03/2024	22464	CAFETERIA	BANK FEE	-79.99
06/03/2024	22465	BANK ADJUSTMENT	MISC	-395.00
06/03/2024	22466	BANK ADJUSTMENT	MISC	395.00
06/04/2024	22467	STATE OF CALIFORNIA	MEDI-CAL	4,763.90
06/04/2024	22468	RETIREE INSURANCE	RETIREE INSURANCE	276.00
06/04/2024	22469	PGHS	TEXTBOOK FEES	10.00
06/04/2024	22470	PGMS	TEXTBOOK FEES	403.00
06/04/2024	22471	PGHS	DONATION	8,000.00
06/05/2024	22472	Developer Fees	Developer Fees	2,897.95
06/05/2024	22473	PGMS	DONATION	10.00
06/05/2024	22474	CAFETERIA	CAFETERIA	85.00
06/10/2024	22475	Developer Fees	Developer Fees	5,862.96
06/10/2024	22476	RETIREE INSURANCE	RETIREE INSURANCE	13,001.00
06/10/2024	22477	STATE OF CALIFORNIA	MEDI-CAL	550.09
06/10/2024	22478	RETIREE INSURANCE	RETIREE INSURANCE	2,130.22
May 28 - Jun 10, 24				407,552.82

- 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: June 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

Carol Dobberpuhl TTEE

\$50 (Library Donation in memory of Karen S)

Unknown

\$10 (Garden Donation)

Pacific Grove High School

Pebble Beach Company Foundation

\$8,000 (CTE Culinary Program)

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

None

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

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

SUBJECT: Out of County or Overnight Activities

DATE: June 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 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: 9/6-9/7/2024 Day of Activity: FRIDAY, SATURDAY

Activity Name/ Location: MORRO BAY HS Address: ATASCADERO RD, MORRO BAY, CA

City: MORRO BAY County: SLO

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

School Departure Time: 8:30 a.m. Pickup Time from Place of Activity: 3:00 p.m.

Name(s) of Employee(s) Accompanying Students: CASEY LYON, BRENT JONES, STEFANIE PECHAN

Number of Adults: 3 Number of Students: 12
(Total Chaperones)

Description of Activity/ Educational Objective: WATER POLO TOURNAMNET

List All Stops: MORRO BAY HS

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. CL (Teacher/Coach/Advisors Initials)

Means of Transportation: Auto*
(Board Regulation 3541.1 requirements will be complied with when using private autos: CL (Teacher/ Coach/Advisors Initials)
CASEY LYON, BRENT JONES, STEFANIE PECHAN

Name(s) of Auto Drivers (subject to change): _____
 Form-OCA-1 Release of Driver Record Information is on file with the District all on file
 Form-OCA-2 Personal Automobile Information is on file with the District all on file
 Fingerprint clearance is on file with the District all on file

Requested By: CASEY LYON CASEY LYON Date: 05/16/2024
Employee Signature (accompanying students) *(Printed Name)*

Administrative Approval/Principal: Lito M. Garcia Date: 05/16/2024

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

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

Funds to be charged for all activity expenses: () Students () Club () PG Pride (x) Other Boys Water Polo Acct.

Account Code: Wells Fargo Bank Athletic Department Fund - 1965169244/420

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: _____

**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>
9/6/24-9/7/24	Morro Bay High School Morro Bay, CA	PGHS Waterpolo Team Waterpolo Tournament	Auto	\$ -	na

- 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: Personnel Report

DATE: June 18, 2024

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

RECOMMENDATION:

The District Administration recommends the Board of Trustees approve the Personnel Report as presented.

BACKGROUND:

The Personnel Report outlines appointments, leaves, resignations, retirements and releases as it relates to employees' employment status with the District.

Recruitment and selection procedures include dissemination of vacancy announcements to local and surrounding public agencies, community colleges and institutions of higher education as well as posting on the District's website.

INFORMATION:

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

FISCAL IMPACT:

N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 PERSONNEL REPORT – CERTIFICATED
 June 18, 2024

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Lopez, Brandi	Social Science Teacher	1.0	PGHS	Prob 2	8/1/24
Gamble, Brice	Social Science Teacher	1.0	PGHS	Perm	7/1/24
Ezell, Ashley	Social Science Teacher	1.0	PGHS	Prob 1	7/31/24
O'Meara, Gregory	High School Principal	1.0	PGHS	Perm	7/1/24
Jenner, Alex	4th Grade Teacher	1.0	RDE	Prob 1	7/31/24

TEMPORARY APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
DeTomaso, Margaret	4th Grade Job Share Teacher	0.2	FGE	Temp	8/1/24
Wilson, Stephanie	3rd Grade Teacher	1.0	RDE	Temp	7/31/24

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
 PERSONNEL REPORT – CLASSIFIED
 June 18, 2024

APPOINTMENTS

Name	Position	FTE	Site	Status	Effective Dates
Aranalopez, Maria	AWD Instructional Asst	0.5	PGAS	Prob	7/1/24
Barrett, Timothy	Adult Education Instructor	varies	PGAS	Prob	7/1/24

RESIGNATIONS/RELEASES/RETIREMENTS

Name	Position	FTE	Site	Status	Effective Dates
Dorantes, Yuri	Paraprofessional	.8125	FGE	Resigning	6/29/24

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

SUBJECT: Contract for Service Silke Communications

DATE: June 18, 2024

PERSON(S) RESPONSIBLE: Josh Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for service with Silke Communications for Service and Maintenance Agreement for the 2024/2025 school year.

BACKGROUND:

This is a new service and maintenance agreement with Silke Communications. Periodically, district and site radios need repair or battery replacement. With this service agreement, site leaders may utilize this streamlined plan for routine maintenance.

INFORMATION:

As district radios need maintenance or repair, site leaders will contact Silke Communications representative for a quote to repair radios. The quote will then go to the business services office where a purchase order will be created. Serviced radios will be returned to the sites by Silke Communications.

FISCAL IMPACT:

Not to exceed \$2,000 for FY 2024/2025
General Fund Safety Budget

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

CONSULTANT Silke Communications

SITE/DEPARTMENT District Office/Safety

SUBMITTED BY Josh Jorn

FUNDING SOURCE Safety Budget

AGREEMENT TOTAL AMOUNT not to exceed \$2,000

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 **Silke Communications** ("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 **maintenance & repair service**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **Districtwide radio maintenance repair**.
2. **Term.** Consultant shall commence providing services under this Agreement on **7/1/2024**, and will diligently perform as required and complete performance by **6/30/2025**.
3. **Compensation.** District agrees to pay **not to exceed \$2,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **not to exceed \$2,000** 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: Silke Communications
 Address: 538 Brunken Ave. #4
 City/State/Zip: Salinas, CA 93901
 Business Phone: 541-687-1611
 Email (Optional): [Company E-mail]

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

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

Signature: _____

Name: Josh Jorn

Name: _____

Title: Assistant Superintendent

Date: _____

Date: _____

Human Resources
(Signed AFTER Board approval)

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

Signature _____ Date _____

Director of Human Resources

- 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 Service Wonder Woofs K-9 Safety Dogs

DATE: June 18, 2024

PERSON(S) RESPONSIBLE: Barbara Martinez, Safety Director

RECOMMENDATION:

The Administration recommends approval of the contract for services with Wonder Woofs K-9 Narcotic Unit to provide search and drug prevention services to the District.

BACKGROUND:

Pacific Grove Unified School District promotes a drug and alcohol-free environment. In an effort to continue our proactive approach to the deterrence of drug use, and to maintain its place in our district comprehensive school plan, our schools would like to continue to utilize the services of Wonder Woofs K-9 Narcotic Search Unit for the 2024-2025 school year.

INFORMATION:

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

FISCAL IMPACT:

The fiscal impact for the 2024-2025 school year is \$3,000.00 from the district safety budget.

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

CONSULTANT FULL NAME Wonder Woofs K-9 Narcotics Search Unit

TAX I.D. NUMBER* EIN 46-1833898
(Consultant to complete)

SITE/DEPARTMENT All District School Sites

SUBMITTED BY Barbara Martinez, Safety Director

ACCOUNT CODE 01-0000-0-1110-1000-4300-00-000-4969

FUNDING SOURCE Safety

AGREEMENT TOTAL AMOUNT Not to exceed \$3,000.00

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made as of August 1, 2024 between the Pacific Grove Unified School District and Wonder Woofs K-9 Narcotic Search Unit

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.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as a service contractor. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: Wonder Woofs K-9 Narcotic Search Unit will provide service and demonstration to district schools in the prevention of drugs on school campuses. Dates for visits are determined by site administration. Each scheduled visit costs \$300.00 and if no visit is scheduled, no cost is incurred by the district.

2. **Term.** Consultant shall commence providing services under this Agreement on August 1, 2024, and will diligently perform as required and complete performance by May 30, 2025.
3. **Compensation.** District agrees to pay \$300.00 per site visit to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$3,000.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.

7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:

7.3.1. Material violation of this Agreement by the Consultant; or

7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

8. **Fingerprinting.** The Fingerprinting/Criminal Background Investigation Certification must be completed and attached to this Agreement. (Applicable only if checked under Section 20, Submittal of Documents.)
9. **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.
10. **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.
11. **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.
12. **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").

13. **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.
14. **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:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name <u>Wonder Woofs K-9 Narcotic Search Unit</u>
435 Hillcrest Avenue	Address: 1261 Payette Circle
Pacific Grove, CA 93950	City/State/Zip: Hollister, CA 95023
ATTENTION: Josh Jorn	Phone: 831-673-2037
Assistant Superintendent/CBO	Email: contact@wonderwoofs.com

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

15. **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.
16. **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.
17. **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.
18. **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.
19. **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.
20. **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.
21. **Incorporation of Recitals and Exhibits.** The Recitals and each exhibit attached hereto are hereby incorporated herein by reference.

- 22. **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.
- 23. **Submittal of Documents.** The Consultant shall not commence the Services under this Agreement until the Consultant has submitted and the District has approved the following documents:

- Signed Agreement
- Fingerprinting/Criminal Background Investigation Certification
- W-9 Form
- TB Declaration
- Safe Schools Training – completed within 6 weeks (Certification of Completion document required)

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District

Consultant

By: _____
 Name: _____
 Title: _____
 Date: _____

By: _____
 Name: _____
 Date: _____

Consultant Information (Consultant to complete):

Address: _____
 Telephone: _____
 E-Mail: _____

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.*

- | | |
|--|---|
| <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 Between PGUSD Career Technical Education (CTE) and Dawn Fregosa, Collaborative Education Advisors

DATE: June 18, 2024

PERSON(S) RESPONSIBLE: Sean Keller, CTE-Dual Enrollment Coordinator

RECOMMENDATION:

The District Administration recommends the Board review and approve the Contract for Services with Dawn Fregosa from Collaborative Education Advisors

BACKGROUND:

Pacific Grove High School's Career Technical Education (CTE) and Visual and Performing Arts (VAPA) courses and pathways are annually funded by the federal Carl D. Perkins V Grant (Perkins V) which is partnered with Carmel Unified School District in order to meet enrollment qualifications. The Perkins V requires all Local Educational Agencies (LEAs) to submit an annual application that discusses how LEAs will meet the federal guidelines. For 2024-2025, PGUSD will hire Dawn Fregosa from Collaborative Education Advisors to help guide staff to provide a high quality CTE program and make improvements to meet all the Perkins V requirements.

Collaborative Education Advisors has previously worked with Pajaro Valley Unified School District, Sacramento County Office of Education, San Mateo COE, Yuba Environmental Science Charter School, Jefferson Union High School District, South San Francisco USD, Cabrillo USD, San Mateo USD, Sequoia Union High School District, and Sacramento City USD.

INFORMATION:

Starting on July 30, 2024, the PGHS CTE/VAPA team, principal, outreach counselor, CTE-Dual Enrollment coordinator, college and career tech, and CTE Perkins fiscal manager will meet with a consultant from Collaborative Education Advisors to analyze the current standing of the program and determine what needs to improve in order to meet all the Perkins V guidelines. The consultant will continue to meet with CTE/VAPA staff throughout the year and help coordinate lessons and student portfolios from Foundation4Innovation.org.

FISCAL IMPACT:

\$3,000, Perkins V Grant

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

CONSULTANT Dawn Fregosa-CEO Fregosa Ventures Inc

SITE/DEPARTMENT Career Technical Education (CTE)

SUBMITTED BY Sean Keller

FUNDING SOURCE Perkins V Grant

AGREEMENT TOTAL AMOUNT \$3,000

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and **Dawn Fregosa-CEO Fregosa Ventures Inc (CEdAd)** ("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 (CEdAd) shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant (CEdAd) shall serve as a **CTE, work experience, curriculum coach and Professional Development expert**. Consultant shall use their specialized experience and skills to organize, maintain to serve in this capacity. Services shall include but not be limited to: **professional development for administration and teachers, WBL push in classroom support, CTE advising on HQ pathway alignment, Perkins V Alt forms of leadership integration in non CTSO aligned pathways, teacher instructional support and capacity building and course alignment/updates. Advisory recruitment and marketing support as needed.**
2. **Term.** Consultant (CEdAd) shall commence providing services under this Agreement on **7/30/2024**, and will diligently perform as required and complete performance by **6/13/2025**.

3. **Compensation.** District agrees to pay **\$3,000** to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed **\$3,000** during the term of this Agreement. District shall pay Consultant according to the following terms and conditions:
 - 3.1. Payment for the Services shall be made for all undisputed amounts in installment payments within thirty (30) days after the Consultant submits an invoice to the District for Services actually completed.
4. **Expenses.** District shall not be liable to Consultant for any costs or expenses paid or incurred by Consultant in performing Services for District.
5. **Independent Consultant.** Consultant, in the performance of this Agreement, shall be and act as an Independent Consultant. Consultant understands and agrees that he/she shall not be considered an officer, employee, agent, partner, or joint venture of the District, and is not entitled to benefits of any kind or nature normally provided employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, Social Security and income taxes with respect to Consultant. In the performance of the Services herein contemplated, Consultant is an independent Consultant or business entity, with the sole authority for controlling and directing the performance of the details of the Services, District being interested only in the results obtained.
6. **Performance of Services.**
 - 6.1. **Standard of Care.** Consultant represents that Consultant has the qualifications and ability to perform the Services in a professional manner, without the advice, control or supervision of the District. Consultant's Services will be performed, findings obtained, reports and recommendations prepared in accordance with generally and currently accepted principles and practices of his/her profession for services to California school districts.
 - 6.2. **District Approval.** The Services completed herein must meet the approval of the District and shall be subject to the District's general right of inspection and supervision to secure the satisfactory completion thereof.
 - 6.3. **Licenses.** Consultant's represents that s/he possesses all required licenses to perform the Services provided in this Agreement.
7. **Termination.**
 - 7.1. **Without Cause by District.** District may, at any time, with or without reason, terminate this Agreement and compensate Consultant only for services satisfactorily rendered to the date of termination. Written notice by District shall be sufficient to stop further performance of services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three days after the day of mailing, whichever is sooner.
 - 7.2. **Without Cause by Consultant.** Consultant may, upon thirty (30) days' notice, with or without reason, terminate this Agreement. Upon this termination, District shall only be obligated to compensate Consultant for services satisfactorily rendered to the date of termination. Written notice by Consultant shall be sufficient to stop further performance of services to District. Consultant acknowledges that this thirty (30) day notice period is acceptable so that the District can attempt to procure the Services from another source.
 - 7.3. **With Cause by District.** District may terminate this Agreement upon giving of written notice of intention to terminate for cause. Cause shall include:
 - 7.3.1. Material violation of this Agreement by the Consultant; or
 - 7.3.2. Any act by Consultant exposing the District to liability to others for personal injury or property damage.

Written notice by District shall contain the reasons for such intention to terminate and unless within three (3) calendar days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Agreement shall upon the expiration of the three (3) calendar days cease and terminate. In the event of this termination, the District may secure the required services from another Consultant. If the expense, fees, and/or costs to the District exceeds the cost of providing the services pursuant to this Agreement, the Consultant shall immediately pay the excess expense, fees, and/or costs to the District upon the receipt of the District's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to District.

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

United States mail, registered or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, addressed as follows:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Dawn Fregosa-CEO Fregosa Ventures Inc DBA Collaborative Education Advisors (CEdAd)
435 Hillcrest Avenue	Address: 1220 Begier Ave
Pacific Grove, CA 93950	City/State/Zip: San Leandro, CA 94577
ATTENTION: Joshua Jorn	Business Phone: 510.462.2659
Assistant Superintendent/CBO	Email (Optional): collaborativeeadadvisors@gmail.com

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

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

- DOJ Clearance Previously Received by District
- Fingerprinting 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: _____

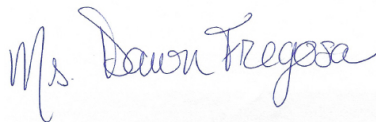
**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply 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
Dawn Fregosa - CEO

Signature: _____

Signature: 

Name: Sean Keller

Name: Dawn Fregosa

Title: CTE-Dual Enrollment Coordinator

Date: June 3, 2024

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



www.pgusd.org

PACIFIC GROVE UNIFIED SCHOOL DISTRICT ^{57/71}

435 Hillcrest Avenue Pacific Grove, CA 93950

Dr. Linda Adamson
Superintendent
(831) 646-6510
Fax (831) 646-6500
ladamson@pgusd.org

Joshua Jorn
Assistant Superintendent
(831) 646-6509
Fax (831) 646-6582
josh.jorn@pgusd.org

VENDOR NUMBER REQUEST FORM

Date: Click or tap to enter a date.
Requested by: Sean Keller. **Extension #:**(831) 275-0083
Vendor Name: Fregosa Ventures Inc DBA Collaborative Education Advisors (CEdAd)
Address: 1220 Begier Ave
San Leandro, CA. 94577
Vendor Contact Number: 510-462-2659. CollaborativeEdAdvisors@gmail.com

Please return Form W-9 and Form 590 along with any applicable Forms 587 to:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES OFFICE
435 HILLCREST AVE
PACIFIC GROVE, CA 93950

Or

Send by email to cadams@pgusd.org

NEW VENDOR NUMBER: _____ PREPARED BY: _____
--

NOTICE OF INTENT TO WITHHOLD

U.S. Individuals and Entities

As a vendor or independent contractor doing business with the Pacific Grove Unified School District you must complete applicable state and federal tax forms that are required to determine your federal and state withholding and reporting status. Failure to receive the completed forms can delay or cause adjustments to your payments.

Federal Form W-9

Under Federal Regulation §1604-1, vendors are required to provide us with their Taxpayer Identification Number (TIN) to avoid backup withholding of 28%. In addition, the State of California also requires an additional 7% backup withholding on all payments subject to the IRS backup withholding requirement.

We will not be able to refund any backup withholding already deducted from the payment. Backup withholding is not a failure to pay you; it is an advance tax payment, which you can take as a credit when you file your federal and state tax returns.

California Form 590

All individuals and entities must complete Form 590 to determine California Residency for exemption from California withholding.

California Form 587

Payments made to corporations, limited liability companies, and partnerships that do not have a permanent place of business in California are subject to a 7% non-resident withholding on payments greater than \$1,500.00 for services performed in California and payments of leases, rents, and royalties for property (real or personal) located in California. No withholding is required on payments for goods (*California Revenue and Taxation Code Section 18662*).

Form 587 is used to allocate the amount of services performed within the state of California. Only payments sourced within California are subject to withholding. If Form 587 is not applicable or we do not receive the form with an allocation breakdown, 7% withholding will be deducted from your payment.

The Franchise Tax Board may reduce the withholding if the 7% will result in substantial over-withholding or waive the withholding if the payee has a current history of filing California returns and/or making estimated payments when due. For more information, or to request a waiver or reduced withholding rate, contact:

NONRESIDENT WITHHOLDING WAIVER REQUESTS NONRESIDENT
WITHHOLDING SECTION MS F-265 FRANCHISE TAX BOARD
PO BOX 651
SACRAMENTO, CA 95812-0651
Telephone: (916) 845-4900
FAX: (916) 845-4831

If you have any further questions, [FTB Pub. 1023](#), Nonresident Withholding Independent Contractor Rent & Royalty Guidelines, can be obtained from the Franchise Tax Board.

Please return Form W-9 and Form 590 along with any applicable Forms 587 to:

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BUSINESS SERVICES OFFICE
435 HILLCREST AVE
PACIFIC GROVE, CA 93950

Or send by email to cadams@pgusd.org

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

SUBJECT: Contract for Services with Black Leaders and Allies Collaborative

DATE: June 18, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the contract for services with the Black Leaders and Allies Collaborative (BLAAC).

BACKGROUND:

This is a continuance and enhancement of the services that BLAAC has provided our district throughout the development of the PGUSD Cultural Proficiency Implementation Plan and its transformation into a goal in the district's local control and accountability plan (LCAP). Over the past year, BLAAC has provided consultation with district staff, helped develop training associated with our bias incident response framework, and provided professional development to staff.

INFORMATION:

The Black Leaders and Allies Collaborative will continue and expand its work with Pacific Grove Unified School District as the district implements the cultural proficiency goal in its local control and accountability plan (LCAP). The contract for services includes consultation with groups that will be providing professional development to district staff to ensure that the activities will serve the needs of our diverse student population. BLAAC will guide the district in our communication efforts around cultural proficiency, so that our messages accurately reflect the input of our community partners. The organization will serve as advisors as our cultural proficiency actions are implemented in our LCAP.

FISCAL IMPACT:

The contract will cover the 2024-2025 school year. The \$30,000 cost will be paid for out of the Learning Recovery Emergency grant, a one time source of funding.

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

CONSULTANT Black Leaders and Allies Collaborative

SITE/DEPARTMENT Curriculum and Special Projects

SUBMITTED BY Buck Roggeman

FUNDING SOURCE Learning Recovery Emergency

AGREEMENT TOTAL AMOUNT \$31,375

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

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

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

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

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

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

NOW, THEREFORE, the Parties agree as follows:

1. **Services and/Scope of work.** The Consultant shall furnish to the District the following services herein by this reference ("Services" or "Work"): Consultant shall serve as an advisor and collaborator for professional development, communications, and implementation of PGUSD cultural proficiency goals.. Consultant shall use their specialized experience and skills to serve in this capacity. Services shall include but not be limited to: consultation and the development of a communications plan for the district's cultural proficiency work.
2. **Term.** Consultant shall commence providing services under this Agreement on July 1, 2024, and will diligently perform as required and complete performance by June 30, 2025.

3. **Compensation.** District agrees to pay up to \$31,375 to Consultant for Services satisfactorily rendered pursuant to this Agreement. This is not to exceed \$31,375 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:

<u>District</u>	<u>Consultant</u>
Pacific Grove Unified School District	Name: Black Leaders and Allies Collaborative
435 Hillcrest Avenue	Address: Post Office Box 833
Pacific Grove, CA 93950	City/State/Zip: Seaside, CA 93955
ATTENTION: Joshua Jorn	Business Phone: 831-337-8995
Assistant Superintendent/CBO	Email (Optional):

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

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

- DOJ Clearance Previously Received 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: Nonprofit Corporation

**Federal Code of Regulations sections 6041 and 6209 require non-corporate recipients of \$600.00 or more to furnish their taxpayer identification number to the payer. The regulations also provide that a penalty may be imposed for failure to furnish the taxpayer identification number. In order to comply with these regulations, the District requires your federal tax identification number or Social Security number, whichever is applicable.*

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

Pacific Grove Unified School District
Site representative or Assistant Superintendent
(Signed *AFTER* Board approval)

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

Signature: _____
Name: Buck Roggeman
Title: Director of Curriculum and Special Projects
Date: _____

Signature: _____
Name: _____
Date: _____

Human Resources
(Signed *AFTER* Board approval)

Contracted work was not assigned using District's normal employment recruitment process.
Signature _____ Date _____
Director of Human Resources



Executive Summary:

Pacific Grove Unified School District (PGUSD), in collaboration with the Black Leaders and Allies Collaborative (BLAAC), will embark on a transformative campaign initiative designed to embed a profound sense of ***“Belonging, Safety, and Prosperity”*** within the fabric of its community.

Campaign Components:

District Wide Age-appropriate posters, The introduction of branded items, Training and Support Video campaign.

Scope & Quote

Development of campaign mission, vision, and values statement that resonates with the Belonging, Safety, & Prosperity theme, tailored to PGUSD's community.

Campaign Messaging

Estimated Hours: 50 hours / Total Cost: \$6,250.00

Campaign Posters (per design) Total Cost: \$2,500.00

Video Production

Estimated Hours: 35 hours / Total Cost: \$4,375.00

Branded Materials

Estimated Hours: 50 hours / Total Cost: \$7,000.00

PR Campaign:

Estimated Hours: 30 hours / Total Cost: \$5,000.00

Training for Belonging, Safety, Prosperity:

Estimated Hours: 50 hours / Total Cost: \$6,250.00

Timeline

Messaging/Consulting Work: 45 Days

Production of Marketing Materials: 45 Days

Final Refinement and Rollout Preparation: 15 Days

Cost Summary

Estimated Cost: \$31,375.00*

**Does not include the cost of branded materials purchased.*

**Does not include additional consulting, rated at \$125.00 per hour.*

- | | |
|---|---|
| <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

DATE: June 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 & Open Session times vary

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>Begin Superintendent Evaluation</i> ✓ <i>CSBA Policy Update</i>
Thursday, May 23	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ 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>
Tuesday, May 28 5:00 - 10:00 PM	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>Board Governance Training</i> ✓ <i>2024-25 Board Goals</i>
Thursday, June 6 5:30 – 10:00 PM	<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 ✓ <i>Complete Superintendent's Evaluation</i> ✓ <i>Bond Discussion*</i> ✓ <i>School Resource Officer Contract</i> ✓ <i>Solicitation of Funds</i>
Tuesday, June 18 5:30 – 10:00 PM	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>Superintendent's Evaluation*</i>
Tuesday, July 9	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>Board Governance Training</i> ✓ <i>Facilities Needs Assessment</i>

	✓ <i>Prop 39 General Obligation Bond</i>
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Board Meeting Calendar

August-December 2024

Closed Session & Open Session times vary

Thursday, August 8	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Quarterly Facilities Project Updates ✓ Review of Legal Services Costs ✓ Student Enrollment Update ✓ Property Tax Report ✓ <i>Instructional Materials Policy</i> ✓ <i>Declaration of Need for Highly Qualified Educators</i> ✓ <i>TK-3rd Grade Spanish Language Classes</i>
Thursday, August 15 TIME TBD	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>Board Governance Training – Restorative Justice Training</i>
Thursday, September 5	<p>Regular Board Meeting</p> <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	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ TBD
Thursday, October 3	<p>Regular Board Meeting</p> <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	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ TBD
Thursday, November 7	<p>Regular Board Meeting</p> <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	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ TBD
Thursday, December 5	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ District Goals Update ✓ Annual Cultural Proficiency Implementation Plan

	<ul style="list-style-type: none"> ✓ Quarterly Facilities Project Updates ✓ First Interim Report ✓ CSBA Board Comments
Tuesday, December 12 TIME TBD	<p>Special Board Meeting</p> <ul style="list-style-type: none"> ✓ Board Governance and Self-evaluation
Thursday, December 19	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ Election of 2024-2025 Board President and Clerk ✓ PGHS Course Bulletin Action/Discussion ✓ Williams Uniform Complaint Report (Quarterly) ✓ CSBA Policy Update