

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JULY 9, 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: July 9, 2024

TIME: 5:30 PM Closed Session
6:30 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):

William Powley

VIRTUAL ZOOM MEETING

<https://pgusd.zoom.us/j/88150556792?pwd=jF3mFmwTAaypdIR230tcjL8gXGGMRh.1>

Meeting ID: 881 5055 6792

Passcode: 101895

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

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

Find your local number: <https://pgusd.zoom.us/j/88150556792?pwd=jF3mFmwTAaypdIR230tcjL8gXGGMRh.1>

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

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

AGENDA AND ORDER OF BUSINESS

I. OPENING BUSINESS

A. Call to Order

B. Land Acknowledgement

Good evening; As we begin this meeting, it's important to pay respect to and acknowledge that we are on the traditional land of the **Ohlone, Costanoan & Esselen** people and additionally pay respect to elders both past and present.

C. Roll Call

D. Adoption of Agenda

- Public Comment:
- Board Discussion:

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JULY 9, 2024**

- 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 2024-2025 [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 2024-2025 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Joshua Jorn and Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957]
4. Negotiations with Unrepresented Employee:
 - a. District Negotiators: Board President/Legal Counsel
 - b. Position: Superintendent

B. Public Comment on Closed Session Topics

C. Adjourn to Closed Session

III. RECONVENE IN OPEN SESSION

A. Report Action Taken in Closed Session:

1. Negotiations – Collective Bargaining Session planning and preparation with the PGTA for 2024-2025 [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 2024-2025 [Government Code § 3549.1 (d)] Executive session between the public school employer and its designated representatives, Joshua Jorn and Dr. Linda Adamson, for the purpose of giving direction and updates.
3. Public Employee Discipline/Dismissal/Release/Leave/Complaint [Government Code § 54957 subdivision(b)]

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JULY 9, 2024**

4. Verbal summary of the financial terms of the Employment Contract of the Superintendent.
5. Review, discussion and approval of Employment Agreement with Dr. Adamson to continue to serve as Superintendent for the Pacific Grove Unified School District for the 2024-25 School Year.

B. Pledge of Allegiance

IV. COMMUNICATIONS

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

- 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 June 18, 2024 Board Meeting **8**
Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and approve the minutes as presented.
- B. Acceptance of Donations **14**
Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and accept the donations.
- C. Monterey Bay Charter School Lease Agreement 2024-25 Amendment to Revision #19 **15**

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JULY 9, 2024**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the Lease Agreement Amendment to Revision #19 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2025.

D. PGMS Memorandum of Understanding (MOU) – Harmony at Home, HAH (2024-25 School Year) **17**

Recommendation: (Sean Roach, Principal) The District Administration recommends that the Board review and approve the Memorandum of Understanding (MOU) with Harmony at Home, HAH.

E. PGCHS Contract for Services with MEarth (2024-25 School Year) **20**

Recommendation: (Sean Keller, CTE – Dual Enrollment Coordinator) The District Administration recommends that the Board review and approve the Contract for Services with MEarth.

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

VII. ACTION/DISCUSSION

A. Approval of the Superintendent’s Contract (2024-25 School Year) **26**

Recommendation: (Brian Swanson, Board President) The District Administration recommends that the Board approve the Superintendent’s Contract for the 2024-25 School Year.

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

B. Approval of Resolution No. 1136 – General Obligation Bond Extension **45**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve Resolution No. 1136 ordering an election to authorize the issuance of General Obligation Bonds, establishing specifications of the election order and, requesting consolidation with other elections occurring on November 5, 2024.

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

C. Reclassification – Director II, Human Resources to Chief Human Resources Officer **62**

Recommendation: (Dr. Linda Adamson, Superintendent & Billie Mankey, Retired Annuitant and Interim Director II, Human Resources) The District Administration recommends that the Board review and approve the proposed reclassification of the Director II, Human Resources to Chief Human Resources Officer.

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JULY 9, 2024**

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

D. Reclassification – Director of Student Services and Director of Curriculum and Special Projects to Executive Director of Student Services and Executive Director of Educational Services **67**

Recommendation: (Dr. Linda Adamson, Superintendent & Billie Mankey, Retired Annuitant and Interim Director II, Human Resources) The District Administration recommends that the Board review and approve the proposed reclassification of two Director positions to Executive Directors.

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

E. Reclassification – Fiscal Officer from Classified and Certificated Management Group to the Confidential Employee Group **76**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the proposed reclassification of the Fiscal Officer from Classified and Certificated Management Group to the Confidential Employee Group.

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

F. Updated Job Description – Administrative Assistant to the Assistant Superintendent of Business Services **80**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the proposed updated job description for the Administrative Assistant to the Assistant Superintendent of Business Services.

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

G. 2024-25 Classified and Certificated Management Salary Schedule Revision **85**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the updated Classified and Certificated Management Salary Schedule.

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

H. 2024-25 Confidential Salary Schedule Revision **87**

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING: JULY 9, 2024**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve the updated Confidential Salary Schedule.

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

I. Approval of Employment Contracts for Appointments to the Chief Human Resources Officer and the Executive Director of Educational Services **89**

Recommendation: (Dr. Linda Adamson, Superintendent & Billie Mankey, Retired Annuitant and Interim Director II, Human Resources) The District Administration recommends that the Board review and approve the Employment Contracts for Appointments to the Chief Human Resources Officer and the Executive Director of Educational Services.

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

J. Approval of Resolution No. 1135 – Education Protection Account (FY 2024-25) **92**

Recommendation: (Joshua Jorn, Assistant Superintendent) The District Administration recommends that the Board review and approve Resolution No. 1135 for the Education Protection Account.

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

K. Proposed Board Calendar **97**

Recommendation: (Dr. Linda Adamson, Superintendent) The District Administration recommends that the Board review and possibly modify meeting dates on the attached calendar and determine, given information from the Administration, whether additional Board dates or modifications need to be established.

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

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: JULY 9, 2024**

- Direction: _____

IX. ADJOURNMENT

Next regular Board Meeting: August 8, 2024

- 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 18, 2024 Board Meeting

DATE: July 9, 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 18, 2024**
YouTube: <https://www.youtube.com/watch?v=lacNL-978vI>

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/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) Virtual at Alternate Location: President Brian Swanson (BS)

Trustee(s) Absent: N/A

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

Board Recorder: Lucero Villegas

Student Representative: N/A

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: 5 – 0 Motion CARRIED**

II. CLOSED SESSION

➤ [YouTube 3:22](#)

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 18, 2024
 YouTube: <https://www.youtube.com/watch?v=lacNL-978vI>

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. 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

- a. N/A

C. Adjourn to Closed Session

- a. N/A

III. RECONVENE IN OPEN SESSION – 7:11 PM

- [YouTube 4:41](#)

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]
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 – *Trustee Dr. Elliott Hazen*

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 18, 2024
YouTube: <https://www.youtube.com/watch?v=lacNL-978yI>**

IV. COMMUNICATIONS

➤ [YouTube 5:56](#)

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

V. INDIVIDUALS DESIRING TO ADDRESS THE BOARD

➤ [YouTube 11:28](#)

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. N/A
- B. PGUSD Staff Comments (Non-Agenda Items)
 - a. Jon Anderson – Director of Maintenance, Operations, and Transportation

VI. CONSENT AGENDA

➤ [YouTube 13:43](#)

*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 May 23, 2024 Board Meeting
- B. Minutes of May 28, 2024 Board Meeting
- C. Minutes of June 6, 2024 Board Meeting
- D. Cash Receipts Report #19
- E. Acceptance of Donations
- F. Out of County/Overnight Activities
- G. Personnel Report
- H. Contract for Services with Silke Communications (2024-25 School Year)
- I. Contract for Services with Wonder Woofs K-9 Narcotics Search Unit – Safety Dogs (2024-25 School Year)
- J. Contract for Services with Dawn Fregosa – Fregosa Ventures, Inc. (2024-25 School Year)

- Public Comment: N/A

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 18, 2024
YouTube: <https://www.youtube.com/watch?v=lacNL-978vI>**

- Board Discussion: N/A
- **Move: JM Second: BS Vote: 5 – 0 Motion **CARRIED****

VII. ACTION/DISCUSSION

➤ [YouTube 14:47](#)

- A. Contract for Services with BLAAC – ‘Belonging, Safety, & Prosperity’ Campaign
Recommendation: (Buck Roggeman, Superintendent [sic] – *Director of Curriculum and Special Projects*) 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:
 - One (1) public comment received virtually
 - One (1) public comment received in person
- Board Discussion:
 - Trustees discussed item(s)
 - Friendly Amendment – Direction from Trustees – Staff to review discussion and make edits and/or adjustments
- Friendly Amendment for staff to bring back edited contract in July’s Board Meeting
- **Move: CS Second: JM Vote: 2 – 3**
- **BS: No EH: No JM: Yes LO: No CS: Yes**
- Second Friendly Amendment for staff to fix contract incongruities, work on clarity language, and sure intellectual property is owned by District – Pass the contract
- **Move: EH Second: BS Vote: 4 – 1 Motion **CARRIED****
- **BS: Yes EH: Yes JM: No LO: Yes CS: Yes**

B. Proposed Board Calendar

Recommendation: (Dr. Linda Adamson, Director of Curriculum and Special Projects [sic] – *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:
 - Trustees discussed item(s) – Community will be informed of July 9, 2024 Board Meeting – Open Session to start at 6:30 PM
- **Move: N/A Second: N/A Vote: N/A**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
BOARD OF EDUCATION
REGULAR MEETING MINUTES: JUNE 18, 2024
YouTube: <https://www.youtube.com/watch?v=lacNL-978yI>

VIII. INFORMATION/DISCUSSION

➤ [YouTube 1:09:10](#)

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: N/A
- Board Comment: N/A
- **Direction: N/A**

❖ *Returned to Closed Session @ 8:14 PM*

IX. ADJOURNMENT

Adjourned – 9:50 PM

Next regular Board Meeting: July 9, 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: Acceptance of Donations

DATE: July 9, 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

Pacific Grove Rotary \$1,000.00 (STEAM & Robotics Program)

Robert H. Down Elementary School

Pacific Grove Rotary \$1,000.00 (STEAM & Robotics Program)

Pacific Grove Middle School

Pacific Grove Rotary \$1,000.00 (STEAM & Robotics Program)

Pacific Grove High School

None

Pacific Grove Community High School

None

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

None

Pacific Grove Unified School District

Pacific Grove Recreational Soccer Group \$350.00 (Unspecified)

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

SUBJECT: Monterey Bay Charter School Lease Agreement 2024-25 Amendment to Revision #19

DATE: July 9, 2024

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

RECOMMENDATION:

The District Administration recommends approval of Lease Agreement Amendment to Revision #19 with the Monterey Bay Charter School, extending the term of the lease to June 30, 2025.

BACKGROUND:

Beginning in 2001, the District began leasing space at the David Avenue School to the Monterey Bay Charter School (MBCS). Since then, there have been several revisions to the lease, either for additional space, increasing the rate, or extension of the term of the lease. The current lease expires on June 30, 2024.

The lease terms indicated the lease annual escalator to follow the state statutory COLA. The provision under Section 4: Rent states:

"...Rent shall be increased by greater than 2.5% of the percentage of growth of the state funded cost of living adjustment (COLA), up to the maximum of 5%."

INFORMATION:

Under separate action by the Board on May 23rd, 2024 the District increased the lease rate by 2.5% (from \$1.1379/sf to \$1.1663/sf). Which followed the 2024-25 projected statutory cost-of-living (COLA) adjustment for K-14 education of .76%, and the master lease agreement required a minimum escalation of 2.5%.

This amendment to Revision #19 will include changes to leased space as noted below:

- The MBCS has requested the use of an additional 870 sqft which was added to the master lease and changed the total leased square footage to 20,020.
- This will result in a net increase to revenue of \$12,176.17

FISCAL IMPACT:

Fund 40 revenue for fiscal year 2024-25 of \$280,181.91

**Revision #19
of Lease Agreement between
Pacific Grove Unified School District
and
Monterey Bay Charter School**

This document revises language contained within the Agreement of April 5, 2001, as revised by:
Revision #1 of August 9, 2002 (B-Wing, 6000sf, C-Wing 4,445 sf, E-3 960 sf = Total 11,405 sf)
Revision #2 of September 24, 2002
Revision #3 of February 16, 2006
Revision #4 of May 19, 2006
Revision #5 of August 6, 2009
Revision #6 of August 10, 2010 (remove C-Wing restrooms and add B-Wing restrooms)
Revision #7 of May 17, 2012 (add D-Wing 4800 sf = Total 16,205 sf)
Revision #8 of May, 2013 (increase rent to \$0.812 per sf)
Revision #9 of May 8, 2014 (increase rent to \$0.853 per sf and add MPR 1,692 sf = Total 17,897 sf)
Revision #10 of May 21, 2015 (increase rent to \$0.895 per sf, add 327 sf storage room = Total 18,224 sf)
Revision #11 of June 30, 2016 (increase rent to \$0.913 per sf, add 926 sf Room E-4 = Total 19,150 sf)
Revision #12 of June 29, 2017 (increase rent to \$0.927 per sf)
Revision #13 of June 8, 2018 (increase rent to \$0.9570 per sf)
Revision #14 of June 20, 2019 (increase rent to \$0.983 per sf)
Revision #15 of June 20, 2020 (no increase)
Revision #16 of June 17, 2021 (increase rent to \$1.03215 per sf)
Revision #17 of June 17, 2021 (increase rent to \$1.08376 per sf)
Revision #18 of June 17, 2022 (increase rent to \$1.1379 per sf)

Revision #19:

- 1. Article 4 RENT: All rents shall be increased by 2.5% to reflect monthly rent of \$1.1663 per sf.
- 2. Article 4 RENT: Increase of 870 sqft to master lease.
- 2. All other provisions as of Revision #11 remain unchanged.

Agreed to by:

Lessor: Pacific Grove Unified School District

By: _____
Name: Joshua Jorn
Title: Assistant Superintendent
Date: _____

Lessee: Monterey Bay Charter School

By: _____
Name: Jessica Guzzi
Title: Director
Date: _____

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

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

SUBJECT: PGMS Memorandum of Understanding (MOU) – Harmony at Home (2024-25 School Year)

DATE: July 9, 2024

PERSON(S) RESPONSIBLE: Sean Roach, Principal

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Memorandum of Understanding (MOU) with Harmony at Home.

BACKGROUND:

The Bullying Prevention Coach/Specialist will provide services for the 2024-25 School Year for a total of up to 184 hours at the PGMS.

INFORMATION:

Harmony at Home will provide one or more Bullying Prevention Coach/Specialist trained in various Bully Prevention techniques and de-escalation tactics and The Welcoming Schools Curriculum to support PGUSD. They will provide staff trainings, class and campus support, de-escalation, and lead the Student Led Assembly (if requested) at the PGMS.

FISCAL IMPACT:

N/A

**Memorandum of Understanding
Harmony At Home and
Pacific Grove Unified School District**

The above-named parties agree as follows:

1. **Harmony At Home** will provide one or more qualified Bullying Prevention Coach/Specialist with a Bachelor's level education or currently in their final year of their Bachelors Program and be trained by Harmony At Home in various Bully Prevention techniques and de-escalation tactics and The Welcoming Schools Curriculum to support **Pacific Grove Unified School District**. Bullying Prevention Coach/Specialist will provide staff trainings, class and campus support, de-escalation, and lead the Student Led Assembly (if requested) at **Pacific Grove Middle School**.
 - a. Said Bullying Prevention Coach/Specialist will also provide 6 hours per week of on campus support in the form of class meetings, de-escalation, parent presentations, anti-bullying coaching, and teacher, faculty and staff trainings and check ins.
 - b. Said Bullying Prevention Coach/Specialist will provide staff training/refreshers on various Bully Prevention topics, strategies and techniques to cultivate an Anti-Bullying culture on Campus at the request of the school or school district..
 - c. Said Bullying Prevention Coach/Specialist will give the option to each school site to help form and lead the Student Led Assembly committee (Anti-bullying club) which will consist of 10-15 students nominated by teachers, faculty and staff and deliver a Student Led Assembly at an agreed upon time for each individual school in the current school year.
 - d. Said Bullying Prevention Coach/Specialist will give the option to each school site for Harmony At Home to educate their staff in the **Welcoming Schools Program**. Said Program will include providing awareness and education to school staff on how to navigate bias-based bullying issues and situations that target LGBTQ+ community. The **Welcoming Schools Program** is geared toward creating safety for those that Identify as being a part of the LGBTQ+ populations in classrooms and on school campuses.
 - e. The Bullying Prevention Coach/Specialist will provide these services between the dates of **August 6th, 2024 and May 30th, 2025**. Bullying Prevention Coach/Specialist will provide a total of up to **184 hours** at **Pacific Grove Middle School** of training, On-campus support, Student Led Assembly Committee support and the option of Welcoming School Curriculum support for a total of 34 weeks.
2. **Termination:** Notwithstanding anything to the contrary herein, either Party may terminate this Agreement for any reason and without cause at any time upon ten (10) days written notice to the other Party. Such termination automatically shall take effect on the 11th day following such notice, or on such later date as specified in the notice or as the Parties may agree in writing.
3. Any past due payment for invoices exceeding 60 days may result in the pause of services until the account is brought current.
4. The proposed scope of work and services provided will commence between the week of **August 6th, 2024 and May 30th, 2025**.
5. In the performance of this Memorandum of Understanding, neither Party is the agent or employee of the other party.
6. Each party shall indemnify, defend and hold harmless the other party and its officers, agents, and employees, from any and all claims, liabilities, and losses whatsoever, occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials or supplies in connection with the indemnifying party's performance of this Memorandum of Understanding, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm or corporation for damage, injury or death arising out of or connected with the indemnifying party's performance of this Memorandum of Understanding.
7. Through the **Rainbow Connections partnership with Monterey County Behavioral Health** there will be no cost to **Pacific Grove Unified School District** for Bullying Prevention Services during the 24-25 School Year for the schools identified through this agreement.

IN WITNESS WHEREOF, the parties execute this Memorandum of Understanding as follows:

Joaquin Hernandez

Joaquin Hernandez
Director of Operations
Harmony At Home

Dated: 6/14/2024

Dated: _____

- | | |
|--|---|
| <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: PGCHS Contract for Services with MEarth (2024-25 School Year)

DATE: July 9, 2024

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Contract for Services with MEarth.

BACKGROUND:

PGCHS would like to continue to partner with MEarth to provide garden services.

INFORMATION:

MEarth is a local (Carmel, Ca.) non-profit organization. “MEarth educates and inspires the next generation of environmental stewards. We believe our vision and purpose hold value for everyone in our community and we are committed to providing access to those who otherwise would not benefit from these shared experiences. Teaching about the interconnected nature of our biology and natural surroundings, and understanding where food comes from are at the heart of what we do. These ideals are our backbone, but we must be certain they are in the foreground of everything we do.”

MEarth will send their staff to work with the students in the garden – \$310 per visit for 25 weeks. The PGCHS garden is an extension of instructional program, incorporating science, math and the humanities.

FISCAL IMPACT:

The \$7,750 contract will be paid out of the placeholder account.

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

CONSULTANT MEarth

SITE/DEPARTMENT Pacific Grove Community High School

SUBMITTED BY Josh Jorn

FUNDING SOURCE Site Funds

AGREEMENT TOTAL AMOUNT \$7,750.00

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

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

This Independent Consultant Agreement for Special Services ("Agreement") is made between the Pacific Grove Unified School District ("District") and MEarth ("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 garden consultant. Consultant shall use their specialized experience and skills to organize, maintain and serve in this capacity. Service shall include but not be limited to: educate.
2. **Term.** Consultant shall commence providing services under this Agreement on 8/12/2024, and will diligently perform as required and complete performance by 5/30/2025.
3. **Compensation.** District agrees to pay \$7,750.00 to Consultant for Services satisfactorily rendered pursuant to this Agreement: \$310 per visit for 25 visits. This is not to exceed \$7,750.00 during the term of this Agreement. District shall pay Consultant according to the following terms and conditions: teach gardening skills and educate the students about the interconnected nature of our biology and natural surroundings.

- 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: MEarth
 Address: P.O. Box 223702
 City/State/Zip: Carmel, CA 93922
 Business Phone: 831-624-1032
 Email (Optional): karin@mearthcarmel.org

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

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

SUBJECT: Approval of the Superintendent's Contract (2024-25 School Year)

DATE: July 9, 2024

PERSON(S) RESPONSIBLE: Brian Swanson, Board President

RECOMMENDATION:

The District Administration recommends that the Board review and approve the Superintendent's Contract for the 2024-25 School Year.

BACKGROUND:

The District Superintendent works as a contracted employee to the Governing Board. This contract governs her term of employment and compensation.

INFORMATION:

The Board, on an annual basis, reviews the Superintendent's contract and compensation. Proposed modifications are noted below:

- The Board agrees to pay Superintendent a base salary of Two Hundred Sixty-One Thousand Three Hundred Seventy-five Dollars (\$261,375.00) for two hundred twenty-five (225) days of service per year, effective July 1, 2024, payable in twelve (12) equal installments July 1, 2024 through June 30, 2025.
- The term of the Agreement will be extended by one year with an expiration date of June 30, 2027.
- The Agreement will add a Superintendent's Salary Schedule with a 2.5% differential between each step but movement from one step to the next is contingent upon an overall satisfactory evaluation in the previous year which is similar to the step movement of other certificated management employees in the District.
- Each year, in addition to the step movement, the Superintendent will receive a COLA salary increase in the same amount as granted to other certificated administrators in the District contingent upon an overall satisfactory evaluation in the previous year.
- The mentor/coaching stipend will be increased from \$7,500 to \$15,000 for 2024-2025 only.

FISCAL IMPACT:

The Superintendent shall be paid a base salary of Two Hundred Sixty-One Thousand Three Hundred Seventy-five Dollars (\$261,375.00) for two hundred twenty-five (225) days of service per year. The Superintendent shall not be compensated for days worked in excess of two hundred twenty-five (225) days of service each year exclusive of Saturdays, Sundays and after hours worked subject to approval by

the Board. If it is necessary to determine the Superintendent's daily rate-of-pay (per diem), the Parties agree that the Superintendent's annual base salary shall be divided by two hundred twenty-five (225).

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**SUPERINTENDENT EMPLOYMENT AGREEMENT**

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

1. **Term.** The District hereby employs Superintendent for a period beginning on July 1, 2024, and terminating on June 30, 2027, unless terminated earlier or extended as provided by the terms of this Agreement or as required by law.

2. **Salary.**

a. **Base Salary.** The Superintendent shall be paid a base salary of Two Hundred Sixty-One Thousand Three Hundred Seventy-five Dollars (\$261,375.00) for two hundred twenty-five (225) days of service per year. The Superintendent shall not be compensated for days worked in excess of two hundred twenty-five (225) days of service each year exclusive of Saturdays, Sundays and after hours worked subject to approval by the Board. If it is necessary to determine the Superintendent's daily rate-of-pay (per diem), the Parties agree that the Superintendent's annual base salary shall be divided by two hundred twenty-five (225). In the event that the Superintendent works more than two hundred twenty-five (225), she shall be paid a per diem for the additional days up to a maximum of ten (10) days subject to Board approval prior to the end of the school year.

b. **Superintendent's Salary Schedule.** Beginning with the 2024-2025 school year, the Superintendent will be placed on Step 1 of the attached Superintendent's salary schedule. Upon receiving an overall satisfactory or better evaluation for the previous school year, the Superintendent shall move one step on the salary schedule beginning with the 2025-2026 school year.

c. **Merit Based COLA Increase.** If the Superintendent receives an overall satisfactory evaluation in the prior year, the Board shall grant a cost-of-living (COLA) salary increase equal to the same percentage increase granted to certificated management employees in the same school year. Any salary increase shall be approved by the Board each year in open session at a regularly called Board meeting.

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

written consent of the Superintendent and the Board.

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

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

3. Additional Benefits.

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

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

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

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

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

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

g. Expense Reimbursement. The District shall reimburse the Superintendent for actual and necessary expenses incurred by the Superintendent within the course and scope of her

employment, so long as such expenses are incurred by prior approval of the Board, are consistent with this Agreement and so long as the cost of the expense is not already provided for under the terms of this Agreement. For reimbursement, the Superintendent shall submit and complete expense claims in writing in accordance with the District's policies, rules and regulations and shall provide the Board with copies of the Superintendent's monthly expense reports. The Superintendent's expense claims shall be supported by appropriate documentation prior to reimbursement.

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

i. Professional Development. The District and the Superintendent shall agree upon a professional development plan to include a mentoring and coaching component. The District shall allocate up to Fifteen Thousand Dollars (\$15,000.00) which may be used by the Superintendent through June 30, 2025 for the Superintendent to obtain and utilize the services of a professional coach/mentor.

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

4. Superintendent's Duties.

a. General Duties. The Superintendent is employed as District Superintendent and

shall perform the duties of District Superintendent as prescribed by this Agreement, the laws of the State of California, Board Policy, and the Superintendent's job description. The Superintendent shall be chief executive officer and secretary of the Board. The Superintendent shall have primary responsibility for execution of Board policy, responsibility for the duties prescribed by Education Code section 35035, and responsibility for any duties authorized by the Board pursuant to Education Code section 17604. As appropriate, the Superintendent may use the resources of other staff to carry out these duties.

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

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

d. Board-Superintendent Roles. The Board has primary responsibility for formulating District policies and setting District goals. The Superintendent has primary responsibility for implementing District policies and goals. In addition, while the Superintendent

shall have primary responsibility for assignment and transfer of employees and for selecting candidates for consideration for employment, the Board alone shall have the authority to hire and dismiss District personnel. The Board and the Superintendent agree to collaboratively support and assist one another to fulfill these roles and responsibilities.

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

5. Evaluation.

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

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

c. Board Evaluation of the Superintendent. Upon receipt of the self-evaluation and the "State of the District" report, the Board shall evaluate the Superintendent. To initiate the evaluation process, the Superintendent shall inform each member of the Board in writing of the need for an evaluation by February 1 each year. Upon completion, the Board shall meet with and provide a copy of the evaluation report to the Superintendent in a closed session Board meeting no later than June 30 each year; however, the Board's failure to evaluate the Superintendent or its failure to timely evaluate the Superintendent shall have no impact upon the term of this Agreement or upon the Superintendent's salary. Any Board evaluation of the Superintendent shall be deemed at least "satisfactory" if a majority of the members of the Board so determine. In the event that the Superintendent's evaluation is not completed by June 30th, unless that date is mutually extended, the Superintendent's performance shall be deemed to be "satisfactory" for purposes of this Agreement and any entitlement under this Agreement.

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

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

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

g. Impact of a Satisfactory Evaluation. If the Superintendent receives a satisfactory evaluation, the Superintendent shall be entitled to the step and merit salary increases specified in section 2 of this Agreement. At the conclusion of each year's evaluation, the Superintendent and the Board shall state, in writing, on the Superintendent's evaluation form, whether or not the evaluation is "satisfactory" or "unsatisfactory" so that a clear and affirmative decision is made regarding the Superintendent's entitlement to the salary increases and the contract extension. If the Board

determines that the Superintendent's evaluation is "unsatisfactory," the Superintendent's salary and contract term shall remain unchanged. If the Superintendent's evaluation is satisfactory, the Board shall report the result in open session. In addition, any contract extension or salary increases must be approved by the Board in open session at a regular meeting so that the public remains informed about the Superintendent's current salary and contract term.

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

6. **Termination of Agreement**.

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

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

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

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

The existence of such cause shall constitute a material breach of this Agreement and shall extinguish all rights and duties of the Parties under this Agreement. If cause exists, the Board shall meet with the Superintendent in closed session and shall submit a written statement of the grounds for termination and copies of written documents the Board reasonably believes supports termination. If the Superintendent disputes the charges, the Superintendent shall then be entitled to a conference before the Board in closed session, which shall take place no sooner than

fourteen (14) days after the meeting at which the written statement of the grounds for termination have been provided to allow the Superintendent an adequate opportunity to prepare her response. The Superintendent and the Board shall each have the right to be represented by counsel at their own expense. The Superintendent shall have a reasonable opportunity to respond to all matters raised in the charges and to submit any written documents the Superintendent's believes are relevant to the charges. The conference with the Board shall be an evidentiary hearing and either Party shall have the opportunity to call witnesses. If the Board, after considering all evidence presented, decides to terminate this Agreement, it shall provide the Superintendent with a written decision. The decision of the Board shall be final. The Superintendent's conference before the Board shall be deemed to satisfy the Superintendent's entitlement to due process of law and shall be the Superintendent's exclusive right to any conference or hearing otherwise required by law. The Superintendent waives any other rights that may be applicable to this termination for cause proceeding with the understanding that completion of this hearing exhausts the Superintendent's administrative remedies and then authorizes the Superintendent to contest the Board's determination in a court of competent jurisdiction.

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

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

deductions shall be made for retirement purposes.

The Superintendent shall also be entitled to District-paid health benefits, as those benefits may change from time-to-time, until expiration of this Agreement, a period of twelve (12) months, or until the Superintendent obtains other employment for which the Superintendent qualifies for and is receiving health benefits, whichever occurs first.

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

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

g. Termination for Disability/Fitness for Duty Examination. Upon request, the Superintendent shall undergo physical/mental examination by a mutually selected physician. The appointed physician shall review this Agreement, the District's job description for the position, and be provided background information related to the duties of the position. The Superintendent shall submit all costs to the District's insurance carrier. All non-insured costs shall be borne by the District. The physician shall submit a confidential written report to the Board and the Superintendent addressing only the Superintendent's fitness to perform the job. The physician's

report shall specifically indicate whether or not the Superintendent has any physical or mental impairment that substantially limits the Superintendent's ability to perform the essential functions of her position. No confidential medical information shall be submitted to the Board, the District, any third party, or any of the District's officers, agents or employees unless it is determined that the Superintendent is unable to perform the essential functions of the position and such medical information is directly related to such determination. If the Superintendent is determined by the District to be a disabled employee under state or federal law, the physician's report shall indicate what reasonable accommodations, if any, may be available to allow the Superintendent to perform the essential functions of the position. If the District determines that the Superintendent is disabled and, following an interactive dialogue with the Superintendent, that she is unable to perform the essential functions of the position, the Parties agree that this Agreement may be immediately terminated by the Board upon written notice to the Superintendent. Termination of this Agreement due to the Superintendent's inability to perform the essential functions of the position shall terminate the obligations of both Parties under this Agreement. Notwithstanding any other provision of this Agreement, this section shall be the exclusive means of terminating this Agreement based upon the Superintendent's inability to perform the essential functions of the position.

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

from the District shall be fully reimbursed to the District if the Superintendent is convicted of a crime involving an abuse of her office or position. For purposes of this provision, "abuse of office or position" means either of the following: (a) an abuse of public authority, including, but not limited to, fraud, and violation of the law under color of authority and (b) a crime against public justice, including but not limited to, a crime described in Title 7 (commencing with Section 92) of Part 1 of the Penal Code.

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

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

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

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

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

retirement and similar consequences.

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

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

15. **Dispute Resolution.** The Superintendent and Board agree to make a good faith effort to settle any dispute or claim that arises under this Agreement through discussion and negotiations. In the event of a claim or dispute, the Superintendent or Board may request, in writing, to the other Party to refer the dispute to mediation. This request must be made within thirty (30) days of the action giving rise to the dispute. Upon receipt of a request for mediation, both Parties shall make a good faith effort to select a mediator and complete the mediation process within sixty (60) days. The mediator's fee shall be paid by the District. Each Party shall bear its own attorney fees and costs. Any mediator selected shall have expertise in the area of the dispute and be knowledgeable in the mediation process. No person shall serve as mediator in any dispute in which that person has any financial or personal interest in the outcome of the mediation. The mediator's recommendation for settlement, if any, is non-binding on the Parties.

Mediation pursuant to this provision shall be private and confidential. Only the Parties and their representatives may attend any mediation session. Other persons may attend only with the written permission of both Parties. All persons who attend any mediation session shall be bound by the confidentiality requirements of California Evidence Code section 1115 et seq. and shall sign an agreement to that effect. Completion of mediation shall be a condition precedent to arbitration, unless the other Party unreasonably refuses to cooperate in the setting of mediation.

16. **General Provisions.**

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

b. **Entire Agreement.** This Agreement contains the entire agreement and

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

c. No Assignment. The Superintendent may not assign or transfer any rights granted or obligations assumed under this Agreement.

d. Modification. This Agreement cannot be changed or supplemented orally. It may be modified or superseded only by a written instrument executed by both Parties.

e. Exclusivity. To the extent permitted by law, the Parties agree that the employment relationship between the District and the Superintendent shall be governed exclusively by the provisions of this Agreement and not by Board policies, administrative regulations, Management Handbooks or similar documents.

f. Management Hours. The Parties recognize that the demands of the position will require Superintendent to average more than eight (8) hours a day and/or more than 40 hours per week. The Parties agree that Superintendent shall not be entitled to overtime compensation.

g. Construction. This Agreement shall not be construed more strongly in favor of or against either Party regardless of which Party is responsible for its preparation.

h. Board Approval. The effectiveness of this Agreement shall be contingent upon approval by District's Board as required by law.

i. Execution of Other Documents. The Parties shall cooperate fully in the execution of any other documents and in the completion of any other acts that may be necessary or appropriate to give full force and effect to this Agreement.

j. Independent Review. The Superintendent has had the opportunity to obtain, and has obtained, independent legal or other professional advice with regard to this Agreement, and the consequences thereof, including tax and retirement consequences. The Superintendent acknowledges that the terms of this Agreement have been read and fully explained to her by her representative(s) and that those terms are fully understood and voluntarily accepted.

k. Binding Effect. This Agreement shall be for the benefit of and shall be binding upon all Parties and their respective successors, heirs, and assigns.

l. Execution. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Photographic copies of such signed counterparts may be used in lieu of the originals for

any purpose.

m. Savings Clause. If any provision of this Agreement or its application is held invalid, the invalidity shall not affect the other provisions or applications of the Agreement that can be given effect without the invalid provisions or applications and the provisions of this Agreement are declared to be severable.

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

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

SUPERINTENDENT:

Linda Adamson
395 Del Monte Center #303
Monterey, California 93940

DISTRICT:

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

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

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

and hold harmless shall be for any and all claims arising out of or related to this contract and its provisions, duties and responsibilities of the Superintendent's job performance, including any extensions of this Agreement. Upon retirement or separation from the District, the Superintendent shall continue to be defended and indemnified for any action(s) taken against her related to her actions or omissions with the course and scope of her employment as Superintendent.

PACIFIC GROVE UNIFIED
SCHOOL DISTRICT

Dated: _____

Brian Swanson,
President of the Board of Trustees

SUPERINTENDENT'S SALARY SCHEDULE*

2024-2025	2025-2026	2026-2027	2027-2028
\$261,375	\$267,909	\$274,607	\$281,472

*This salary schedule reflects a two and one-half percent (2.5%) increase in step each year which is consistent with the certificated management salary schedule. The Superintendent shall be entitled to move to the next step upon receiving an overall satisfactory evaluation for her performance in the previous school year beginning with the 2025-2026 school year.

ACCEPTANCE OF OFFER

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

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

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

Dated: _____

Dr. Linda Adamson, Superintendent

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

SUBJECT: General Obligation Bond Extension Resolution No. 1136

DATE: July 9, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the Resolution No. 1136 to extend the projected *ad valorem* property taxes currently collected in connection with the Measure D, General Obligation Bond through the authorization of a new bond measure on the November 2024 ballot as presented by Dale Scott and Company (DS & C).

BACKGROUND:

In March 2020, voters approved Measure D, a \$30 million general obligation bond. As of July, 2024, all remaining Measure D funds are allocated to planned projects.

Due to the anticipated decline in currently projected tax rates, the district now has the opportunity to seek a new bond measure that, if successful, is expected to result in the levy of taxes at no higher than the current tax rate collected in connection with Measure D, authorizing \$78 million of additional bond funding.

If approved by at least 55% of the voters, these funds would be used for repairs and renovations to school campuses and facilities throughout the district. A March 2023 survey of district voters showed over 70% approval for the new bond measure.

INFORMATION:

The District has school facility improvement needs, and needs to identify a funding source. November 5, 2024, is the date of the statewide general election, and an election date at which local bond measures that provide facilities funding can be placed on the ballot.

The consideration of Resolution No. 1136 submits a \$78,000,000 general obligation bond measure to District voters under Proposition 39 for the purpose of financing projects summarized on the Bond Project List attached as Appendix A to the Resolution (Full Text of Measure) which will be printed in the Voter Information Guide provided to District voters.

Appendix B to the resolution is the abbreviated statement of the measure, is limited to 75 words, and will be printed on the ballot label and read by voters at the time of casting their vote.

Appendix C presents the Tax Rate Statement, which will also be printed in the Voter Information Guide and discloses current expectations regarding the estimated property tax rates that will apply if bonds are approved and issued.

A successful bond measure would generate funds to pay for critical repairs, modernization of facilities, and new buildings to meet the 21st century instructional standards.

The District is currently in the process of developing a new 2024 Facilities Needs Assessment which will further define the actual need(s) and identify future projects. Staff will be presenting the findings in August 2024.

Resolution No. 1136 sets forth the ballot language that will be placed on the November ballot. It also includes the Full Ballot Text, which includes the Project List, and the Tax Rate Statement both of which will be printed in the sample ballot.

FISCAL IMPACT:

Fund 21: \$78,000,000 additional authorization for Fund 21 revenue, if election is successful

RESOLUTION NO. 1136

RESOLUTION OF THE BOARD OF EDUCATION OF THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT ORDERING AN ELECTION TO AUTHORIZE THE ISSUANCE OF GENERAL OBLIGATION BONDS, ESTABLISHING SPECIFICATIONS OF THE ELECTION ORDER, AND REQUESTING CONSOLIDATION WITH OTHER ELECTIONS OCCURRING ON NOVEMBER 5, 2024

WHEREAS, the Pacific Grove Unified School District (the “District”) in Monterey County (the “County”), State of California (the “State”), is committed to providing quality education to its students; and

WHEREAS, the District’s facilities are in need of construction and modernization, including for repairs, upgrades and safety improvements in order to provide the education that students deserve in a safe and modern environment; and

WHEREAS, a local funding source is needed to enable the District to provide school facilities for its present and future students; and

WHEREAS, in the judgment of the Board of Education of the District (the “Board”), it is advisable to call an election, submitting to voters in the District the question of whether bonds of the District shall be issued and sold for the purpose of financing the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities in the District; and

WHEREAS, the District is authorized, upon a two-thirds vote of the Board, to pursue the authorization and issuance of bonds by a 55% vote of the electorate on the question of whether bonds of the District shall be issued and sold for specified purposes, under Article XIII A Section 1 paragraph (b) of the California Constitution (“Article XIII A”) and under Education Code Section 15264 *et seq.* (the “Act”); and

WHEREAS, under the Act, the election may be ordered at a primary or general election, a regularly scheduled local election at which all of the electors of the District are entitled to vote, or a statewide special election; and

WHEREAS, under Section 10403 *et seq.* of the Elections Code, it is appropriate for the Board to request consolidation of the election with any and all other elections to be held on Tuesday, November 5, 2024, the date of the statewide general election, and to request the County Registrar of Voters (the “County Registrar”) to perform certain election services for the District; and

WHEREAS, in connection with the calling of a bond election and in accordance with Education Code Section 15100 subparagraph (c), the Board has obtained reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the County assessor; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such debt unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditure; and

WHEREAS, the Board wishes at this time to take the necessary actions to declare its official intent to reimburse the expenditures referenced herein from the proceeds of bonds issued pursuant to voter authorization;

NOW, THEREFORE, THE BOARD OF EDUCATION OF THE PACIFIC GROVE UNIFIED SCHOOL DISTRICT DOES HEREBY RESOLVE, DETERMINE AND ORDER AS FOLLOWS:

Section 1. Recitals. The foregoing recitals are true and correct.

Section 2. Call for Election. The Board hereby orders an election and submits to the electors of the District the question of whether general obligation bonds of the District shall be issued and sold in a maximum principal amount of \$78,000,000 (the “Bonds”) for the purposes described in the ballot measure approved under Section 3 and attached hereto as Appendix A and Appendix B and paying all costs incident thereto. This Resolution constitutes the order of the District to call such election and shall constitute the “specifications of the election order” pursuant to Education Code Section 5322.

Section 3. Election Date. The date of the election shall be November 5, 2024, and such bond election shall be held solely within the boundaries of the District.

Section 4. Purpose of Election; Ballot Measure. The purpose of the election shall be for the voters in the District to vote on a bond measure, the full text of which is attached hereto as Appendix A (the “Full Text of the Measure”), containing the question of whether the District shall issue the Bonds for the purposes stated therein, together with the accountability requirements of Article XIII A and the requirements of Section 15272 of the Act. The Full Text of the Measure, which commences with the heading “BOND AUTHORIZATION” and includes all of the text thereafter on Appendix A, shall be printed in the voter information pamphlet provided to voters, with such measure designation as is assigned to the measure.

As required by Education Code Section 5322 and Elections Code Section 13247, the abbreviated form of the measure to appear on the ballot is attached hereto as Appendix B.

The Superintendent is hereby separately authorized and directed to make any changes to the text of the full text and/or abbreviated measure as described herein to conform to any requirements of Article XIII A, the Act or the County Registrar.

Section 5. Authority for Election. The authority for ordering the election is contained in Section 15264 *et. seq.* of the Act and Section 1 paragraph (b) subsection (3) of Article XIII A. The authority for the specification of this election order is contained in Section 5322 of the Education Code.

Section 6. Proceeds for School Facilities Projects. The Board certifies that the proceeds from the sale of the Bonds will be used only for the purposes specified in Section 1(b)(3) of Article XIII A and as further specified in Appendix A, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. Further, as required by Article XIII A, the Board hereby certifies that it has evaluated safety, class size and information technology needs in developing the list of school facilities projects set forth in Appendix A.

Section 7. Covenants of the Board upon Approval of the Bonds by the Electorate; Accountability Measures. As required by Article XIII A, Section 15278 of the Act, and Government Code Section 53410, in the event 55% of the voters voting in the District approve of the Bonds, the Board shall:

- (a) conduct an annual, independent performance audit to ensure that the funds have been expended only on the projects listed in Appendix A;
- (b) conduct an annual, independent financial audit of the proceeds from the sale of the Bonds until all of those proceeds have been expended for the school facilities projects listed in Appendix A;
- (c) establish and appoint members to an independent citizens' oversight committee in accordance with Sections 15278, 15280, and 15282 of the Act;
- (d) apply the Bond proceeds only to the specific purposes stated in the ballot proposition;
- (e) cause the creation of accounts into which bond proceeds shall be deposited; and
- (f) cause the preparation of an annual report pursuant to Government Code Sections 53410 and 53411.

Section 8. Statement Regarding State Matching Funds. The District anticipates that matching funds from the State of California, if available, may be required to complete a portion of the projects identified in Appendix A. As required pursuant to Education Code Section 15122.5, the following statement shall appear on the ballot: "Approval of this measure does not guarantee that the proposed project or projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the project or projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure."

Section 9. No Teacher or Administrator Salaries. Proceeds from the sale of the general obligation bonds authorized by the bond measure shall be used only for the construction, reconstruction, rehabilitation or replacement of school facilities, including the furnishing and equipping of school facilities pursuant to Article XIII A and the Act, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

Section 10. Delivery of this Resolution. The Clerk of the Board is hereby directed to send a copy of this Resolution to (1) the County Registrar and (2) the Clerk of the County Board of Supervisors. Pursuant to Education Code Section 5322, the Resolution shall be received by the County Registrar no later than 88 days prior to the election date, unless otherwise permitted by law.

The County Registrar is hereby requested to print the full text of the ballot measure in the ballot materials as it appears on Appendix A, and to provide all required notices of the election and other notices related thereto.

Section 11. Consolidation of Election; Request to Provide Services. The County Registrar and the County Board of Supervisors are hereby requested to consolidate the election ordered hereby with any and all other elections to be held on November 5, 2024, within the District.

Pursuant to Section 5303 of the Education Code and Section 10002 of the Elections Code, the Board of Supervisors of the County is requested to permit the County Registrar to render all services specified by Section 10418 of the Elections Code relating to the election, for which services the District agrees to reimburse the County in full upon presentation of a bill from the County, such services to include the publication of a formal Notice of School Bond Election and the mailing of the sample ballot and tax rate statement (described in Section 9401 of the Elections Code).

Section 12. Ballot Arguments. As provided in Elections Code Section 9501, any and all members of this Board are hereby authorized to act as an author of any ballot argument prepared in connection with the election, including a rebuttal argument.

Section 13. Tax Rate Statement. Pursuant to Elections Code Section 9400 and following, a tax rate statement has been prepared in the form attached hereto as Appendix C, which form of Tax Rate Statement is hereby approved for inclusion in the sample ballot. The President of the Board, the Superintendent, or any written designee of the foregoing, are hereby authorized to finalize and execute the tax rate statement, and to file said statement with the County Registrar, in accordance with Section 10 hereof.

Section 14. Maturity Limit of Bonds. The Bonds may be issued in series by the District from time to time, and each series of Bonds shall mature not more than the legal limit at the time of such issuance thereof. The Bonds shall be issued under the Act, under the provisions of Section 53506 *et seq.* of the Government Code, or under any other provision of law authorizing the issuance of general obligation bonds by school districts.

Section 15. Estimates Included in Ballot Materials. The measure and related tax rate statement authorized by this Resolution includes certain information that is based upon reasonable assumptions and current expectations, which may include information with respect to the amount of money required to repay issued bonds, the estimated rate of the approved tax per \$100,000 of assessed valuation, and the period through which the proposed tax supporting bond repayment will be levied and collected. Any such estimates have been provided by the District, in good faith, based upon information currently available to the District, but depend on numerous variables which

are subject to variation and change over the term of the District's overall facilities and bond financing plan.

The estimates and projections set forth above shall not restrict the tax imposed in accordance with the bond measure. Such estimates and approximations are not intended by the Board to be additional restrictions on the District's bond program and bond issuances and, other than the total principal amount of bonds authorized to be issued by the bond measure, shall not represent legal maximums or additional limitations on bond issuance.

In addition, in connection with this bond measure, the District has examined the debt service requirements due on its previously issued and outstanding voter-approved general obligation bonds and refunding bonds, the fiscal year 2024-25 tax rate and assessed value and projected future assessed value, taking into account reasonable assessed value growth estimates in the District. Based on such analysis, the District expects that when the initial levy occurs pursuant to this bond measure, it will not exceed the fiscal year 2024-25 tax rate levied on taxpayers in the District for bonds outstanding in said fiscal year. Notwithstanding this expectation, general obligation bonds authorized by this measure are secured by an *ad valorem* tax unlimited as to rate or amount and, although the expectation is that tax rates will not increase, voters shall be informed that this expectation does not result in a cap or limit on the tax levies required to amortize bonds authorized by this measure through final maturity thereof.

Section 16. Reimbursement. The District hereby declares that it may pay certain costs of the projects listed in Appendix A prior to the date of issuance of bonds and, in such case, intends to use a portion of the proceeds of bonds for reimbursement of expenditures for the projects that are paid before the date of issuance of bonds.

Section 17. Official Actions. The President of the Board, the Superintendent of the District, the Assistant Superintendent, Business Services, or any written designee of the foregoing, are hereby separately authorized and directed to execute and deliver to County officials any directions, requisitions or other writings, and to make any changes to the texts of the measure as described herein and in the tax rate statement, to conform to any legal requirements or the County Registrar, in order to cause the election to be held and conducted in the District.

Section 18. Effective Date. This resolution shall take effect on and after its adoption.

* * * * *

The foregoing Resolution was adopted by the Board of Education of the Pacific Grove Unified School District of Monterey County, being the Board authorized by law to make the designations therein contained, by the following vote, on July 9, 2024.

Adopted by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

President of the Board

Attest:

Secretary to the Board

APPENDIX A

FULL TEXT OF BOND MEASURE

*The full text of bond measure to be printed in the election material begins below the following line.
Letter designation of measure shall be assigned and input by the County Registrar.*

BOND AUTHORIZATION

By approval of this measure by at least 55% of the registered voters voting on the measure, the Pacific Grove Unified School District (the "District") will be authorized to issue and sell bonds of up to \$78,000,000 in aggregate principal amount, at interest rates not to exceed legal limits and to provide financing for the specific types of school facilities projects listed in the Bond Project List included below, subject to all the accountability requirements specified below.

ACCOUNTABILITY REQUIREMENTS

The provisions in this section are specifically included in this measure in order that the voters and taxpayers in the District may be assured that their money will be spent wisely. Expenditures to address specific facilities needs of the District will be in compliance with the requirements of Article XIII A, Section 1(b)(3), of the State Constitution and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Education Code Sections 15264 and following.)

The Bonds may be issued under the provisions of the California Education Code (starting at Section 15100), under the provisions of the California Government Code (starting at Section 53506), or under any other provision of law authorizing the issuance of general obligation bonds by school districts. The Bonds may be issued in series by the District, from time to time, and each series of Bonds shall mature within the legal limitations set forth in the applicable law under which the Bonds are issued.

Evaluation of Needs. The Board of Education of the District (the "Board") has identified detailed facilities needs of the District, and has determined which projects to finance from a local bond. The Board hereby certifies that it has evaluated safety, class size reduction, enrollment growth, and information technology needs in developing the Bond Project List described below.

Independent Citizens' Oversight Committee. Following approval of this measure, the Board will establish an independent citizens' oversight committee, under Education Code Sections 15278 and following, to ensure bond proceeds are expended only on the types of school facilities projects listed below. The committee will be established within 60 days of the date when the results of the election appear in the minutes of the Board.

Performance Audits. The Board will conduct annual, independent performance audits to ensure that the bond proceeds have been expended only on the school facilities projects listed below.

Financial Audits. The Board will conduct annual, independent financial audits of the bond proceeds until all of those proceeds have been spent for the school facilities projects listed below.

Government Code Accountability Requirements. As required by Section 53410 of the Government Code, (1) the specific purpose of the bonds is set forth in this Full Text of the Measure, (2) the proceeds from the sale of the bonds will be used only for the purposes specified in this measure, and not for any other purpose, (3) the proceeds of the bonds, when and if issued, will be deposited into a building fund to be held by the Monterey County Treasurer, as required by the Education Code, and (4) the Superintendent of the District shall cause an annual report to be filed with the Board of the District not later than January 1 of each year, which report shall contain pertinent information regarding the amount of funds collected and expended, as well as the status of the projects listed in this measure, as required by Sections 53410 and 53411 of the Government Code.

NO TEACHER OR ADMINISTRATOR SALARIES

Proceeds from the sale of bonds authorized by this measure shall be used only for the purposes specified in Article XIII A, Section 1(b)(3), specifically the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, and the acquisition or lease of school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses.

STATE MATCHING FUNDS

The following statement is included in this measure pursuant to Education Code Section 15122.5: Approval of this measure does not guarantee that the proposed projects that are the subject of bonds under this measure will be funded beyond the local revenues generated by this measure. The District's proposal for the projects described below may assume the receipt of matching state funds, which, if available, could be subject to appropriation by the Legislature or approval of a statewide bond measure.

INFORMATION ABOUT ESTIMATES AND PROJECTIONS INCLUDED IN BALLOT

Voters are informed that any estimates or projections in the bond measure or ballot materials, including relating to estimated tax rates, the duration of issued bonds and related tax levies and collections are provided as informational only. Such amounts are estimates and are not maximum amounts or limitations on the terms of the bonds, the tax rate or duration of the tax supporting repayment of issued bonds. Such estimates depend on numerous variables which are subject to variation and change over the term of the District's overall facilities and bond financing plan, including but not limited to the amount of bonds issued and outstanding at any one time, the interest rates applicable to issued bonds, market conditions at the time of sale of the bonds, when bonds mature, timing of project needs and changes in assessed valuations in the District. As such, while such estimates and approximations are provided based on information currently

available to the District and its current expectations, such estimates and approximations are not limitations and are not binding upon the District.

In connection with this bond measure, the District has examined the debt service requirements due on its previously issued and outstanding voter-approved general obligation bonds and refunding bonds, the fiscal year 2024-25 tax rate and assessed value and projected future assessed value, taking into account reasonable assessed value growth estimates in the District. Based on such analysis, the District expects that when the initial levy occurs pursuant to this bond measure, it will not exceed the fiscal year 2024-25 tax rate levied on taxpayers in the District for bonds outstanding in said fiscal year. Notwithstanding this expectation, general obligation bonds authorized by this measure are secured by an *ad valorem* tax unlimited as to rate or amount and, although the expectation is that tax rates will not increase, voters shall be informed that this expectation does not result in a cap or limit on the tax levies required to amortize bonds authorized by this measure through final maturity thereof.

In addition, the abbreviated and condensed statement of the bond measure presented to voters which is subject to a word count limitation imposed by State law does not limit the scope and complete meaning of the measure provided in this Full Text of Bond Measure and related ballot materials.

BOND PROJECT LIST

Scope of Projects. Bond proceeds will be expended on the construction, modernization, reconstruction, rehabilitation, replacement, equipping, furnishing or otherwise improvement of school facilities of the Pacific Grove Unified School District. Additionally, funds may be utilized for the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries or other school operating expenses, in compliance with California Constitution Article XIII A, Section 1(b)(3). This measure authorizes bond projects to be undertaken at all current and future District sites.

School Facility Project List. The items presented on the following list provide are the types of projects authorized to be financed with voter-approved bond proceeds. Examples included on this list are not intended to limit the broader types of projects described and authorized by this measure. The types of projects authorized are:

- Expand, renovate, retrofit and revitalize existing or construct new classrooms, labs and school facilities for Science, Technology, Engineering, Arts, and Math (“STEAM”) instruction
- Expand, renovate, retrofit and revitalize existing or construct new classrooms, labs and school facilities for vocational and career training programs, including culinary arts, hospitality, robotics, fabrication and design
- Replace, repair, modernize deteriorating roofs, leaking pipes, outdated plumbing, sewer and gas lines, waterlines, storm drains and valves, heating, cooling and ventilation systems
- Upgrade, expand and enhance power sources to meet the increased demand for advanced robotics equipment in classrooms

- Renovate, expand and modernize classroom, workroom, office, conference room spaces and other support service facilities to support mental health and intervention services, wellness, counseling, and nursing
- Improve student access to updated and modern technology, including acquiring and installing all necessary network infrastructure, wi-fi, wiring, hardware, software, computers, tablets, devices, peripheral hardware, classroom technology tools, data backup systems, remote learning software, and other equipment conducive to a modern learning environment
- Renovate, replace, install and modernize classrooms and school facilities including flooring, operational windows, window coverings, doors, lighting, interior and exterior finishes, and paint
- Update, renovate and repair restrooms and drinking systems
- Construct and equip new transitional kindergarten and pre-kindergarten classrooms, restrooms, learning spaces and play areas
- Provide adequate furniture and equipment for all classrooms
- Renovate, repair, replace, construct and/or install playfields, playgrounds, play structures, play surfaces, other athletic facilities, locker rooms and all related improvements and equipment
- Acquire, install and/or upgrade campus safety and security systems, including intercom and emergency communications systems, indoor and outdoor lighting systems, bell systems, fire and life safety systems, motion sensors, video surveillance, installing additional fencing and gates, geo fencing, pedestrian access, walkways, lighting, reconfiguring entrances and drop-off/pickup locations, safety barriers, point of entry access, upgrading door locks and security systems
- Develop, construct, install and improve outdoor areas including playgrounds, play structures, outdoor learning and meeting areas, hardscaping, landscaping, irrigation improvements, and building/installing shade structures and seating
- Repair or replace deteriorating asphalt, concrete, sidewalks, parking lots, driveways and walkways
- Expand, modernize, retrofit and equip kitchens, equipment, cafeterias, serving areas and indoor and outdoor dining areas
- Improve energy efficiency and sustainability including installation of energy efficient lighting and systems, solar panels, battery storage, generators, electric vehicle charging stations, and other renewables
- Modernize, upgrade, renovate existing classrooms and construct new classrooms
- Make health and safety improvements, such as installing necessary seismic reinforcements, repairing termite damage and repairing and/or replacing aging building materials including removal of hazardous materials identified either prior to or during construction
- Federal and State-mandated Americans with Disabilities Act (ADA) accessibility upgrades district-wide including site access, walkways, parking, staff and student restrooms, relocation of some existing electrical devices, drinking fountains, playground equipment and classrooms

Incidental Expenses. Each of the bond projects described in this Bond Project List include the costs of furnishing and equipping such facilities, and all costs which are incidental but directly related to the types of projects described above. Examples of incidental costs include, but are not limited to: costs of design, engineering, architect and other professional services, facilities assessments, inspections, site preparation, utilities, landscaping, painting, bond project construction management, administration and other planning and permitting, legal, accounting and similar costs; independent annual financial and performance audits; a customary construction contingency; abatement, demolition and disposal of existing structures; the costs of interim housing and storage during construction including relocation and construction costs incurred relating to interim facilities; the preparation or restoration of construction, renovation or remodeling; rental or construction of storage facilities and other space on an interim basis for materials and other equipment and furnishings displaced during construction; costs of relocating facilities and equipment as needed in connection with the projects; interim classrooms and facilities for students, administrators, and school functions, including modular facilities; federal and state-mandated safety upgrades; addressing unforeseen conditions revealed by construction/modernization and other necessary improvements required to comply with existing building codes, including the Field Act; access requirements of the Americans with Disabilities Act; and costs of the election; bond issuance costs; and project administration during the duration of such projects, as permitted by law.

Furnishing and Equipping. Each project is assumed to include its share of furniture, fixtures, equipment, architectural, engineering, and similar planning costs, program/project management, staff training expenses and a customary contingency for unforeseen design and construction costs. In addition to the listed projects stated above, the list also includes the acquisition of a variety of instructional, maintenance and operational equipment, including the reduction or retirement of outstanding lease obligations and interim funding incurred to advance fund projects from the list; installation of signage and fencing; payment of the costs of preparation of all facility planning, facility studies, assessment reviews, facility master plan preparation and updates, environmental studies (including environmental investigation, remediation and monitoring), design and construction documentation. The upgrading of technology infrastructure includes, but is not limited to, computers, projectors, portable interface devices, servers, switches, routers, modules, sound projection systems, printers, digital white boards, document projectors, telephone system, call manager and network security/firewall, wireless technology systems and other miscellaneous equipment and software.

Alterations to Scope; Acquisition of Real Property. The scope and nature of any of the specific projects described above may be altered by the District as required by conditions that may arise during the course of design and construction. In the event that a modernization or renovation project is more economical for or otherwise determined by the Board to be in the best interests of the District to be undertaken as new construction, this bond measure authorizes said new construction including land acquisition, relocation and construction at a new or alternative site, and/or demolition and reconstruction and/or repurposing on the original site, including an expanded site, and all costs relating thereto. For any project involving rehabilitation or renovation of a building or the major portion of a building, the District shall be authorized to proceed with new construction instead, if the Board determines that replacement and new construction is

more economically practical than rehabilitation and renovation, considering the building's age, condition, expected remaining life, and other relevant factors.

In addition, this measure authorizes the acquisition of real property, including necessary rights of ways or other real property interests required to expand District facilities, to provide access to school or other District facilities, or to provide additional school or related facilities.

Interim Financing Included; Joint Use Projects Authorized. Authorized projects include paying and/or prepaying interim or previously obtained financing for the types of projects included on the Bond Project List, such as bond anticipation notes, and includes prepayment of lease payments to acquire title to facilities and/or equipment previously financed. Projects may also be undertaken on a joint use basis with other public entities.

Bond Project List Not in Order of Priority; Board Determines Prioritization. Approval of this bond measure does not guarantee that the proposed projects will be funded beyond the local revenues generated by the measure. The District's capital needs currently exceed the amount of bonds the voters are being asked to authorize. The order in which particular projects are listed is not intended to suggest priority for funding or completion, and itemization of projects in the list above does not guarantee that all such projects will be undertaken. Project priorities will be determined by the Board. The ability of the District to undertake and complete the listed projects is subject to numerous variables including the adequacy and availability of sufficient funding sources. The District is unable to anticipate all unforeseen circumstances which may prevent some of the projects listed above from being undertaken or completed.

Interpretation. The terms of this bond measure and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Words used in the Bond Project List such as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used to describe school facilities projects in plain English but are not intended to expand the nature of such projects beyond what is authorized by law. As such, in accordance with legal requirements, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs.

Severability. The Board hereby declares, and the voters by approving this Bond Measure concur, that every section and part of this bond proposition has independent value, and the Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this measure by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond measure are severable.

The Full Text of Measure ends at the above line.

APPENDIX B**ABBREVIATED FORM OF BOND MEASURE**

With no projected increase in current tax rates, shall Pacific Grove Unified School District's measure to renovate existing classrooms; replace deteriorating electrical wiring; and expand Science, Technology, Engineering, Arts and Mathematics (STEAM) facilities at Forest Grove Elementary, Robert Down Elementary, Pacific Middle, Pacific Grove Adult, Community High and Pacific Grove High be adopted, authorizing \$78 million of bonds with legal rates, audits, average levies below \$32 per \$100,000 of assessed valuation (approximately \$4,700,000 annually), citizen oversight, full disclosure of spending and funds that cannot be taken by the state?

APPENDIX C

TAX RATE STATEMENT

An election will be held in the Pacific Grove Unified School District (the "District") on November 5, 2024, to authorize the sale of up to \$78 million in bonds of the District to finance school facilities as described in the measure. If such bonds are authorized and sold, principal and interest on the bonds will be payable only from the proceeds of *ad valorem* tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400-9404 of the Elections Code of the State of California. Such information is based upon the best estimates and projections presently available from official sources, upon experience within the District, and other demonstrable factors.

Based upon the foregoing and projections of the District's assessed valuation, the following information is provided:

1. The best estimate of the average annual tax rate which would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on a projection of assessed valuations available at the time of filing of this statement, is \$31.43 per \$100,000 of assessed valuation. The final fiscal year in which the tax is anticipated to be collected is 2055-56.
2. The best estimate of the highest tax rate which would be required to be levied to fund this bond issue, based on a projection of assessed valuations available at the time of filing of this statement, is \$37.49 per \$100,000 of assessed valuation. It is estimated that such rate would be levied in fiscal year 2032-33 through 2049-50.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all the bonds are issued and sold is approximately \$142.1 million.

Voters should note the estimated tax rate is based on the assessed value (not market value) of taxable property on the County's official tax rolls. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

The attention of all voters is directed to the fact that the foregoing information is based upon projections and estimates only, which amounts are not maximum amounts and are not binding upon the District. The actual debt service, tax rates and the years in which they will apply may vary from those used to provide the estimates set forth above, due to factors such as variations in the timing of bond sales, the par amount of bonds sold and market interest rates available at the time of each sale, actual assessed valuations over the term of the bonds, and other factors. The date and amount of bonds sold at any given time will be determined by the District based on the need for project funds and other considerations. The actual interest rates at which the bonds will be sold will depend on conditions in the bond market at the time of sale. Actual future assessed valuations will depend upon the amount and value of taxable property within the District

as determined by the County Assessor in the annual assessment and the equalization process.

By: _____
Superintendent
Pacific Grove Unified School District

- | | |
|---|---|
| <input type="checkbox"/> Student Learning and Achievement | <input type="checkbox"/> Consent |
| <input type="checkbox"/> Health and Safety of Students and Schools | <input checked="" type="checkbox"/> Action/Discussion |
| <input 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: Reclassification of Director II, Human Resources to Chief Human Resources Officer

DATE: July 9, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent & Billie Mankey, Interim Senior Director of Human Resources

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed reclassification of the Director II, Human Resources, to the Chief Human Resources Officer Reclassification.

BACKGROUND:

The District contracted with School Services of California in 2022-23 to provide PGUSD with a review of Human Resources and recommendations, if any, to implement. One of the recommendations was to “modify the job title of the Director II, Human Resources position to represent the senior leadership-level of assigned duties and responsibilities.”

While reviewing other Local Educational Agencies in Monterey County, PGUSD found that the alignment to senior leadership level meant a reclassification to Chief Officer or Assistant Superintendent.

INFORMATION:

The District has attached the updated job description and compensation study, and has brought forward under a separate action item the approval of the updated 2024-25 Classified and Certificated Management Salary Schedule Board approval.

FISCAL IMPACT:

Unrestricted General Fund 01: \$8,886 increase

District	Position Title	Bargining Unit	Work Calendar	Step 1 / A (Annual)	Step 2 / B (Annual)	Step 3 / C (Annual)	Step 4 / D (Annual)	Step 5 / E (Annual)	Step 6 / F (Annual)	Step 7 / F (Annual)	Step 8 / F (Annual)	Step 9 / F (Annual)	Step 10 / F (Annual)
Aisai Union SD	Assistant Superintendent	Managment	222	\$174,479	\$181,458	\$189,006	\$196,567	\$198,475	N/A	N/A	N/A	N/A	N/A
Carmel USD	Chief Human Resources Officer	Managment	224	\$194,616	\$199,416	\$204,324	\$209,364	\$214,524	\$219,816	\$225,240	\$230,796	\$236,496	\$242,340
Monterey Peninsula USD	Assistant Superintendent	Managment	223	\$184,087	\$187,769	\$191,525	\$195,355	\$199,262	\$203,248	\$207,311	\$211,459	N/A	N/A
North Monterey County USD	Assistant Superintendent	Managment	225	\$173,771	\$178,116	\$182,569	\$187,133	\$191,811	\$195,647	\$199,561	\$203,551	\$207,622	\$211,774
Pacific Grove USD	Chief Human Resources Officer (proposed w 5% increase)	Managment	225	\$177,548	\$181,953	\$186,360	\$190,775	\$195,181	\$199,587	\$203,989	\$210,072	N/A	N/A
Pacific Grove USD	Chief Human Resources Officer (current)	Managment	225	\$169,093	\$173,289	\$177,486	\$181,690	\$185,887	\$190,083	\$194,275	\$200,069	N/A	N/A
Salinas Union High SD	Assistant Superintendent	Managment	222	\$177,869	\$181,427	\$185,055	\$188,757	\$193,263	\$197,130	\$201,072	\$205,092	N/A	N/A

PACIFIC GROVE UNIFIED SCHOOL DISTRICT**JOB DESCRIPTION**

POSITION TITLE: CHIEF HUMAN RESOURCES OFFICER CLASSIFIED MANAGEMENT
--

DEFINITION: Under the general direction of the Superintendent, the Chief Human Resources Officer serves as the chief personnel officer of the District to plan, organize and direct a comprehensive personnel program including recruitment, selection, classification, wage and salary administration, employee/employer relations, and administration of insurance and risk management programs. Responsible for recommending, implementing and coordinating policies and programs covering the following: compliance with federal, state and local employment laws and regulations, employee relations and problem solving, job analysis, recruitment and retention, policy development and administration, record keeping and reporting, monitoring and tracking of evaluations. The Chief Human Resources Officer is a member of the District's Management Team and the Superintendent's Cabinet.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- The Chief Human Resources Officer, provides appropriate advice to the Superintendent in the day-to-day handling of employee related matters including: hiring, coaching and counseling, discipline, evaluations, District policy and employment laws, and separation of employment, in order to maintain a productive work environment and prevent legal actions
- Provide direction for personnel programs within policies of the Board of Education in accordance with state statutes and regulations
- Prepare all personnel reports requiring personnel action at the Board level
- Coordinate data and revisions of personnel information and contracts required for collective bargaining agreements
- Develops and maintains a system (electronic and paper) for personnel records for all employees in order to provide comprehensive, efficient, accurate, and current records of all matters relating to employment, transfer, tenure, retirement, leave and promotion
- Develops and monitors a master calendar for all personnel matters
- Review, revise, and update job descriptions; authorize payroll to make step and/or column increases, seniority, and other salary related matters
- Interacts with employees to facilitate effective relations and proactive problem solving
- Provides support and assistance, with building principals and management staff
- Serves as a resource person on personnel procedures, rules and regulations
- Maintains an up-to-date application file of prospective candidates for certificated and classified personnel
- Develops annual contracts and salary placement for all certificated personnel
- Prepares and maintains statistical information on all personnel and submits the necessary federal, state, county and local statistical reports
- Establishes annual personnel directory, seniority lists, staffing lists, and other personnel information as requested
- Serve as chief negotiator of the District with responsibility for the overall negotiation of employee contracts under direction of the Superintendent and Board of Education; develop District proposals and prepare analyses of employee proposals; direct the negotiations process and delegate responsibilities as appropriate; supervise day-to-day implementation and administration of employee contracts; maintain liaison with employee groups and others to promote harmonious working relationships
- In collaboration with Assistant Superintendent of Business Services and the Executive Director of Educational Services, reviews the district's LCAP

Chief Human Resources Officer, Continued, page 2 of 3
--

- **Conduct wage, compensation, and benefit surveys for all District positions**
- Implement, establish and maintain positive relationships with multiple stakeholders
- Maintains accurate records for District-wide staffing
- Work cooperatively with business office personnel for salary and budget preparations
- Coordinate recruitment and hiring programs for all district employees
- Coordinate evaluation process for District employees
- Coordinate and supervises District substitute program and clerk
- Prepare and distribute materials for personnel openings in the District
- Processes all employment applications and related materials for recruitment and selection process
- Coordinate District personnel testing program for appropriate employees
- Serves as District credential technician for certificated staff
- Compose correspondence on own initiative regarding personnel matters
- Types reports, memoranda and other personnel documents
- Conduct initial interviews in person or by telephone with District staff, community and job applicants to answer questions as necessary
- Serves as Compliance Officer for the District, including Title IX process and management
- Supervise development and revision of procedure manuals regarding Human Resources service
- Supervises Human Resources support staff
- Maintains confidentiality of all actions related to personnel and privileged information
- **Administrative member of the CSEA Professional Growth Committee**
- Other duties as assigned

QUALIFICATIONS, EDUCATION AND EXPERIENCE REQUIRED:

- Education and experience equivalent to graduation from an accredited four-year college or university and
- Minimum of five years of professional level experience as a generalist in human resource management including a minimum of two years of experience in a similar role or equivalent combination of education and experience, preferably in public education, or
- Masters degree in Human Resources Management or an MBA with Human Resources emphasis
- Certification as Senior Professional in Human Resources (SPHR) or Professional in Human Resources (PHR) with public education experience

Knowledge of:

- Current management techniques and principles; federal, state and local employment laws; “best practices” human resource management trends
- Modern office methods and practices including filing systems, computer systems, telephone techniques and report writing
- Basic school district functions, policies, rules and regulations
- Correct English usage, spelling, grammar and punctuation
- State Education Code as it relates to certificated and classified personnel
- Credential types and requirements
- Budget preparation and control
- Principles and practices of management
- Labor relations and negotiations
- Planning, organizing and direction of human resources function in a school district

Ability to:

- Maintain confidential personal and privileged information
- Learn, interpret and apply school district policies, contracts, state laws and court cases that affect personnel
- Initiate, prepare, and compose correspondence independently
- Establish and maintain cooperative relationships with administrators, teachers, other employees and the general public; deal effectively with the wide variety of personalities and situations requiring diplomacy and poise
- Understand and carry out complex oral and written instructions
- Plan, organize and administer human resources programs
- Train, supervise and evaluate department staff performance
- Explain and enforce policies and regulations
- Meet schedules and timelines
- Plan, coordinate and complete complex projects
- Prepare and deliver written and oral presentations

PHYSICAL REQUIREMENTS of this position are, but not limited to the following:**Ability to:**

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of reading and understanding laws and codes, rules and policies, directives, accuracy of reports and documents and other related matter
- The ability to listen to and understand information and ideas presented through spoken words and sentences
- The ability to communicate information and ideas in speaking so others will understand
- Communicate using the telephone and radio
- Push/pull, squat, turn, twist, bend, and stoop
- Lift and carry 30 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems, make good judgments and decisions.
- Work under stressful conditions
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position

WORKING CONDITIONS:

Office working environment subject to sitting at a desk for long periods of time, bending, crouching, kneeling, pushing/pulling of file drawers, carrying and placing computer equipment, reaching in all directions, and prolonged periods of time working at a computer terminal.

LICENSE AND CERTIFICATES:

- PHR and/or SPHR desired
- Possession of a valid California Driver's license

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

Approved by the Board of Education 6/16/05, internal review 2023, revised, retitled and adopted 7/9/2024

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

SUBJECT: Reclassification of Director of Student Services and Director of Curriculum and Special Projects to Executive Director of Student Services and Executive Director of Educational Services

DATE: July 9, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent & Billie Mankey, Retired Annuitant and Interim Director II, Human Resources

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed reclassification of two Director positions to Executive Directors.

BACKGROUND:

Within the review of recommendations in school year 2022-23 from School Services of California to upgrade the district's Human Resources position it makes sense to review the cabinet-level administrative positions as an entire group.

Updating the title of the Director of Student Services and Director of Curriculum and Special Projects to Executive Director of Student Services and Executive Director of Educational Services defines these positions from other Director positions as members of the Superintendent's Cabinet.

INFORMATION:

The District has attached two updated job descriptions with minimal revisions noting mainly the title changes. These position title changes will be reflected on the 2024-25 Management Salary Schedule.

FISCAL IMPACT:

None

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

**POSITION TITLE: EXECUTIVE DIRECTOR OF STUDENT SERVICES
 CERTIFICATED MANAGEMENT**

DEFINITION: Under the direction of the Superintendent, the Executive Director of Student Services plans, organizes, administers, and provides leadership for the District's psychological services, counseling services, language/ speech and special education services to effectively enable students to benefit from the educational opportunities. The Executive Director of Student Services provides support and consultation to staff, parents and students. The Executive Director of Student Services is a member of the District's Management Team and the Superintendent's Cabinet.

ESSENTIAL FUNCTIONS: Duties include, but are not limited to the following:

- Plan, coordinate, and administer District programs of special education, counseling, psychological services, language/speech services, health services and non-public school services
- Inform and report to the Superintendent data and information related to psychological services, counseling services, language/ speech and special education services
- Prepare and oversee program budgets; monitor revenues and expenditures, is responsible for program and budget compliance, supervision of all employees funded by these programs and coordinates the programs with the sites and district office
- Develop policies and procedures related to special education, counseling, section 504 and health services programs
- Responsible for program development and implementation, personnel selection and evaluation, and maintenance of student records relevant to psychological services, counseling services, language/ speech and special education services
- Recommend overall District needs, goals and priorities for programs for special needs students
- Assist faculties and administrators to create an atmosphere in each school that encourages good mental health through social, emotional and intellectual growth
- Work with Principals to establish, staff, and maintain classes for special needs students
- Liaison with county, region, state and federal offices
- Participate in special education hearings
- Attend and participate in community and site meetings as appropriate
- Maintain State and Federal mandates, policies and regulations in special education and student services, ensure compliance and punctually meet necessary reporting requirements
- Respond to all CDE Compliance complaints
- Coordinate with private schools concerning special education programs and services available
- Understand the community through direct contact with parents, the Board of Trustees, and community leaders
- Plan and coordinate with others the in-service and orientation programs for special education, counseling, psychological, and health services staff
- Conduct regular meetings with special education staff and other student services staff.
- Support the assessment and IEP development for pupils including infant and pre-school programs
- Monitor and attend initial and tri-annual IEP's as necessary
- Meet, confer and negotiate in informal mediation with parents, school district personnel and other persons to resolve due process issues and to ensure appropriate delivery of services to students

EXECUTIVE DIRECTOR OF STUDENT SERVICES, page 2-of 3(Continued)

- Participate in decisions regarding student program placement, goals and objectives
- Provide support and consultation to parents and pupils as assigned
- Serve on the Management Team
- Develop and maintain contracts with agencies and providers of special education, counseling and health services
- Develop and maintain procedures for identification and support of students considered to have disabilities in the section 504 of the Rehabilitation Act of 1973
- Develop and oversee services to students on Home Hospital Instruction
- Oversee attendance issues of students
- Chair crisis intervention teams
- Arrange for necessary transportation for special education children
- Assume other duties as assigned

QUALIFICATIONS:

Knowledge of:

- General needs and behavior of children, particularly special needs children
- Legislation, both Federal and State in regard to school psychological services, counseling services, language/ speech and special education services
- Budgeting procedures and techniques

Ability to:

- Communicate in writing for the purposes of composing the required reports and other correspondence
- Communicate orally sufficient to express ideas, thoughts, and instructions clearly to clients, community and staff
- Conduct ~~positive potentially volatile~~ parent, student and staff conferences
- Handle stressful situations involving emotional students, staff and parents
- Ability to manage and prioritize multiple activities
- Effectively plan, organize and implement an educational program and support services in special education
- Collaborate effectively in inter- and intra- agency levels
- Supervise and evaluate staff, coordinate work, and control assignments
- Work independently, to make sound decisions, and to evaluate the results of those decisions
- Follow laws, rules, regulations and policies
- Read, understand and accurately interpret codes, laws, rules, regulations and other policies and procedures
- Operate a computer and printer, including ~~current district software packages such as MS Word~~

EDUCATION AND EXPERIENCE:

- Five (5) years work experience in special education, coordinating special educational services preferred
- Valid CA Administrative Services Credential
- Valid CA Pupil Personnel Services Credential; School Psychology, or Valid CA Special Ed Credential

EXECUTIVE DIRECTOR OF STUDENT SERVICES, page 3 of 3-(Continued)

- MA Degree in educational leadership or a related field is desirable.
- ~~Valid CA driver's license and the ability to drive safely~~
- ~~Valid CPR/First Aid Certification desirable~~

PHYSICAL REQUIREMENTS of this position include, but are not limited to, the following:

Ability to:

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of reading and understanding laws and codes, rules and policies, directives, accuracy of reports and documents and other related matter
- ~~The ability to l~~isten to and understand information and ideas presented through spoken words and sentences
- ~~The ability to C~~ommunicate information and ideas in speaking so other will understand
- ~~Communicate so others will clearly understand normal conversation~~
- Communicate using the telephone and radio
- Bend, twist, kneel and/or stoop
- Lift and carry 30 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems and make good judgments and decisions
- ~~Work under extremely stressful situations~~
- Perform the essential functions of this position in an accurate, neat, timely fashion
- ~~Ability to meet the travel requirements of this position~~
- ~~Mental acuity to perform the essential functions of this position in an accurate, neat, timely fashion; to make good judgments and decisions; and to evaluate the results of decisions and judgments~~

WORKING CONDITIONS:

~~Office environment subject to sitting at a desk for long periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, and reaching in all directions~~ Office and school site work environment subject to extensive travel between and within school sites, sitting at a desk for long periods of time, bending, crouching, or kneeling at files or equipment, pushing/pulling of file drawers, and reaching in all directions, carrying and transporting textbooks and supplies, and prolonged periods of time working at a computer terminal.

LICENSE:

- Possession of a Valid California Driver's License

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

Exhibit adopted: 10/15/07, Revised 2022, Revised 7/9/2024

Formatted: Space After: 0 pt

Formatted: Font: Bold, Italic

Formatted: List Paragraph, Bulleted + Level: 1 + Aligned at: 0.24" + Indent at: 0.49"

Formatted: Right: 0", Space After: 0 pt, Line spacing: Multiple 1.08 li

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: EXECUTIVE DIRECTOR OF CURRICULUM AND SPECIAL PROJECTS-EDUCATIONAL SERVICES CERTIFICATED MANAGEMENT

DEFINITION: Under the direction of the Superintendent, the **Executive Director of Curriculum and Special Projects-Educational Services** will provide curricular vision, leadership, collaborative short and long range planning, goals, implementation and periodic evaluation of progress. As the District curriculum leader, following policy and using sound fiscal judgment, will make recommendations regarding District curriculum and instruction, special projects and related staff development. The **Executive Director of Curriculum and Special Projects Educational Services** is a member of the District’s Management Team **and** the Superintendent’s Cabinet.

Formatted: Font: Bold, Italic

Formatted: Font: Bold

ESSENTIAL FUNCTIONS; Duties may include, but are not limited to, the following:

- Exemplify and promote best instructional practices K-12, collaboratively work with administration and faculty in a consensus building effort to facilitate establishment and growth of K-12 articulation
- Provide leadership to administration and staff in the use of student assessments and test data to define specific student performance standards for academic achievement in content areas throughout the District
- **Lead and implement cultural proficiency, diversity, equity, and inclusion programs and practices**
- Direct, and monitor the design, development, implementation and continuous improvement of the District’s curriculum, K-12 assessment and testing analysis
- Direct and support the District’s professional learning communities and/or curriculum committees for the development and continuous improvement of curriculum and instruction
- Research, interpret and monitor trends, developments, and legal requirements in education as they pertain to the areas of responsibility
- Plan, organize, monitor and direct the District’s English Language Learner and GATE program
- Plan, organize, and direct the District’s staff development and inservice program
- Coordinate and direct all District testing, including but not limited to, the State and Federal testing and achievement programs including **STAR, CAHSEE, CELDT, PCAASPP, ELPAC, PFTE, CHKS, NWEA MAP, CORE SEL, GATE and DIBLS** and the District curriculum and student assessment program
- Provide training and support to sites
- Direct and maintain compliance in District State and Federally funded Categorical Programs
- Work collaboratively with the Assistant Superintendent of Business to maintain the accuracy and integrity of assigned program budgets
- Create and align budgetary plans with district goals to assure appropriate use, distribution, and tracking of monies generated through block grants, categorical programs, special projects and grant funds
- ~~Work to secure additional finances through grants, endowments and other fund raising sources as needed to augment programs and projects.~~

Formatted: Font: Italic, No underline

Formatted: Font: Not Bold, Italic

Formatted: Font: Italic

Formatted: Font: Bold, Italic

Executive Director of Curriculum and Special Projects Educational Services, Page 2 of 5

- Work to secure additional finances through grants, endowments and other fund-raising sources as needed to augment programs and projects.
- Facilitate an understanding of program budgets with staff and community
- Complete Program Quality Reviews and Coordinated Compliance Reviews
- Plan and direct the piloting, evaluation and selection of K-12 textbook adoptions
- Compile and submit, all State and Federal mandated applications such as the Consolidated Application Part I and II, GATE funding applications and grants in a timely manner meeting required deadlines
- Work collaboratively with the District's technology leader to optimize the utilization of technology pertaining to curriculum, student assessment, test data analysis and special projects
- Direct the coordination of instructional materials to the school sites
- Consult with teachers and library personnel in evaluation and selection of library material according to Board policy
- Maintain a working relationship with publishers/producers/dealers
- Assist in certificated and classified observation and evaluation, curriculum development and the improvement of instruction including membership on the PAR committee
- Coordinate community involvement related to areas of responsibility
- Coordinate Monterey County Reads Program as applicable
- Represent the District at County, Regional and State levels concerning Curricular Programs
- Attend all county and regional meetings regarding Assessment, Curriculum Council, English Language Learner, Special Projects, Monterey County Reads, Safe and Drug Free Schools, TUPE
- Monitor and report student achievement for the Board, Superintendent, schools and the community
- Attend in-district meetings regarding curriculum, assessment and/or special projects such as Management, Site Council, Technology, School Board meetings
- Oversee the district's requirements for NCLB regarding instruction, curriculum, staff development, assessment and special projects
- Assist and support principals with specific curriculum issues at each school site
- Provide leadership to principals and directors in development of educational plans
- Work collaboratively with the ~~Chief Human Resources Officer~~ ~~Director of HR~~ to direct the new teacher orientation and follow-up support for new teachers including enrollment in the Induction -BTSA program
- Coach individual teachers in the area of instructional strategies
- Coordinate the development and monitor the implementation of the District's Local Control and Accountability Plan
- Hold educational partner input meetings, write mid-year updates to the LCAP, and hold associated meetings to ensure compliance with LCAP requirements
- Serve as a resource to PTAs, and the Adult School in regard to parental involvement in their child's education
- Assist summer school principal with targeted curriculum and instruction for summer school students
- Oversee or assist with special projects such as, but not limited to, WASC, Long Rang Plan, and board-directed committees

Executive Director of Curriculum and Special Projects Educational Services, Page 3 of 5

- Promote positive staff morale and commitment
- Respect and maintain professional confidences using appropriate professional channels for communicating personal/professional concerns
- Demonstrate collegial and organizational loyalties
- Maintain professional obligations
- Strive to continually improve management and administrative skills and abilities
- Maintain professional association memberships and represents the District on professional committees
- Perform other job related tasks as required

QUALIFICATIONS, EDUCATION AND EXPERIENCE REQUIRED:

- Valid California Teaching Credential
- Valid California Administrative Services Credential
- Minimum of three years of demonstrated experience in curriculum strategies
- Evidence of a minimum of three years of successful teaching
- Master's Degree in educational leadership or a related field is desirable
- Prior site administrative experience is desirable
- Prior experience as a District level Curriculum Leader is most desirable

Knowledge of:

- Curriculum, curriculum design, planning, development, implementation, evaluation, instructional strategies, student assessment, and data analysis
- Student based management systems and the relationship between sites and districts, and between districts and states
- State-of-the-art instructional theories, techniques and methodologies
- Current State curricular standards, current trends and development in the field of curriculum, assessment, instruction, staff development and organizational development
- Collaborative team building strategies
- Effective adult learner professional development approaches
- Staff development evaluation and processes for selection of effective activities
- Applicable provisions of federal, state, and district laws, rules and regulations
- Budget development and control
- Grant writing/application process
- Principles and practices of leadership, management, supervision and training

Ability to:

- Prioritize, organize, and multi-task
- Set high-level goals, develop long-range plans, problem-solve, lead and accept personal accountability for moving in the direction of the goals
- Coach and mentor staff using a reflective approach for dialogue to reach collaboration and/or consensus

Executive Director of Curriculum and Special Projects Educational Services, Page 4 of 5

- Establish and maintain working relationships and work collaboratively with other administrative leaders in carrying out the work of the District
- Interpret, apply and explain rules, regulations, policies and procedures
- Operate a computer and standard office equipment
- Prepare comprehensive narrative and statistical reports
- ~~Communicate effectively in English both orally and in writing~~
- Perform under demanding, often stressful and varied work schedules with the ability to remain flexible and focused during interruptions and distractions
- Maintain confidential personal and privileged information
- Learn, interpret and apply school district policies, contracts, state laws and court cases that affect educational services
- Initiate, prepare, and compose correspondence independently
- Understand and carry out complex oral and written instructions
- Plan, organize and administer educational services for the district
- Train, supervise and evaluate department staff performance
- Explain and enforce policies and regulations
- Meet schedules and timelines
- Plan, coordinate and complete complex projects
- Prepare and deliver written and oral presentations

PHYSICAL REQUIREMENTS of this position are, but not limited to the following:

Ability to:

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of reading and understanding laws and codes, rules and policies, directives, accuracy of reports and documents and other related matter
- The ability to listen to and understand information and ideas presented through spoken words and sentences
- The ability to communicate information and ideas in speaking so others will understand
- Communicate using the telephone and radio
- Push/pull, squat, turn, twist, bend, and stoop
- Lift and carry 30 lbs.
- Reach in all directions
- Think clearly and rationally to solve problems, make good judgments and decisions
- Work under stressful conditions
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position

WORKING CONDITIONS: Office and school site work environment subject to extensive travel between and within school sites, sitting at a desk for long periods of time, bending, crouching, or kneeling at files or equipment, pushing/pulling of file drawers, and reaching in all directions, carrying and

Executive Director of Curriculum and Special Projects Educational Services, Page 5 of 5

transporting textbooks and supplies, and prolonged periods of time working at a computer terminal.

LICENSE:

- Possession of a valid California Driver's license

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of Americans With Disabilities Act regarding reasonable accommodation procedures.

Adopted by the Board of Education at its meeting of January 26, 2005, **Revised and Adopted:** 4/7/2011, Revised , retitled and adopted: 7/9/2024

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

SUBJECT: Fiscal Officer Reclassification to from Certificated and Classified Management Group to Confidential Employee Group

DATE: July 9, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed reclassification of the Fiscal Officer from Certificated and Classified Management to the Confidential Employee Group.

BACKGROUND:

The position of Fiscal Officer assignment was reclassified in 2022-23 to a Certificated and Classified Management role so that the position could evaluate staff in the Payroll and Accounts Payable Office.

Since that time, the Fiscal Officer has provided leadership and direction to Accounting, Payroll and Benefits staff, but the evaluation and day to day direction still came from the Assistant Superintendent of Business Services.

With the vacancy being posted multiple times, PGUSD continues to have trouble filling the position as part of the Certificated and Classified Management employee group. To better recruit qualified candidates, the District believes that reclassifying the position to the Confidential Employee Group would allow for a larger applicant pool.

INFORMATION:

The District has attached the previously approved (June 2023) job description, and has submitted a separate item under board action that addresses the changes to both the Management and Confidential Salary Schedules.

FISCAL IMPACT:

None

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

POSITION TITLE: FISCAL OFFICER

DEFINITION: Under the direction of the Assistant Superintendent for Business Services to perform professional, complex accounting work in the preparation, maintenance and analysis of district's expenditure and income budget, to include federal and state funded programs, Child Development, Cafeteria, Adult Education and Special funds and to do other related work as required. Performs research, compile, analyze and review complex and technical accounting data and records; and prepare and maintain comprehensive financial and statistical records and reports. Performs work of a confidential nature for the Board of Education during salary negotiations and at other times during the year. Provides leadership and direction to accounting, payroll and benefits staff.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Provides leadership and direction to accounting, payroll and benefits staff
- Prepare, analyze and monitor District budgets; assure compliance with guidelines, rules, regulations and procedures affecting fiscal and budgetary reporting
- Perform work within the Business Office including budget control records, disbursement of funds for materials, supplies and equipment, records of State and Federal Funds
- Establish, analyze and maintain accurate and auditable fiscal records for the District's categorical and restricted programs/funds
- Prepare, analyze, review and submit Budget Adoption, Interim Reports (including Multi-Year Projections), Unaudited Actuals and all related financial & statistical related reports
- Responsible for closing year-end books, and serve as liaison with the District independent auditors, and coordinate district & site staff with the auditors
- Train and instruct the personnel of the Business Office, school sites and other programs and operating departments in financial matters
- Develop and implement new procedures as needed, and see that the established procedures are carried out efficiently
- Serve as a resource to District personnel in the area of fiscal and budgetary policies and procedures; respond to questions and provide detailed instructions on requests for budget numbers, funding sources and proper procedures and policies for expenditure of funds; resolves issues as appropriate
- Make reports, and attend Board meetings upon request
- Carry out special financial or statistical research or analytical studies to assist the administration or the Board in the formulation of new policies and planning of new or revised programs
- Keep required records of expenditures and income, and balances of all appropriations
- Reconcile and maintain General Ledger, and responsible for all funds general ledgers including journal entries, cash and budget transfers
- Reconcile district fund balances, prepare journal entries as required, and check transmittal of district income to and expenditures assessed from the county office

- Check all budget classification codes including compliance with the California School Accounting Manual (CSAM) on all purchase requisitions and secure necessary authorizations for the requisitions
- Prepare and compile state student attendance reports such as P1, P2, P Annual and/or J3 and J7 and others; interpret and explain new rules and regulations regarding attendance reporting
- Prepare required reports of income and expenditures/costs statements
- Prepare financial statements and other special reports as needed
- Maintain confidentiality
- Performs other related duties as assigned

QUALIFICATIONS:

Knowledge of:

- Accounting and financial record keeping principles and procedures, especially as they pertain to government and school district accounting
- Standardized Account Code Structure (SACS) codes
- California School Accounting Manual (CSAM)
- Modern accounting methods
- Modern office practices, particularly as they apply to financial record keeping, including computer program use, financial database software and office machine skills

Ability to:

- Prepare clear and accurate financial statements and reports under direction of the Assistant Superintendent for Business Services and to analyze accounting data, including estimates, invoices and reports
- Perform specialized and complex work in control and monitoring of District budgets and fiscal records
- Make mathematical calculations with speed and accuracy
- Understand and carry out complex oral and written directions
- Establish and maintain cooperative relationships with those contacted in the course of the work
- Develop and implement computer program applications to monitor and report District's financial status
- Work independently with little direction
- Maintain a valid driver's license

EDUCATION AND EXPERIENCE:

- Three years of complete charge accounting experience for a school district or large commercial business; OR
- Bachelor's Degree in accounting, business administration, or related field

POSITION TITLE: Fiscal Officer, Continued

PHYSICAL REQUIREMENTS: of this position are, but not limited to the following:

Ability to:

- Sit for extended periods of time
- Stand in one area for extended periods of time
- Stand and walk for extended periods of time
- Ascend and descend steps
- See for the purpose of observing accuracy of reports and documents
- The ability to listen to and understand information and ideas presented through spoken words and sentences
- The ability to communicate information and ideas in speaking so others will understand.
- Communicate using the telephone and radio
- Push/pull, squat, turn, twist, bend, and stoop
- Lift and carry 20 lbs
- Reach in all directions
- Think clearly and rationally to solve problems, make good judgments and decisions
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position

WORKING CONDITIONS:

Office working environment subject to sitting at a desk for long periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, reaching in all directions, and prolonged periods of time working at a computer terminal

LICENSE OR CERTIFICATE:

- Possession of a valid California Driver's license

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures

Adopted by the Board of Education January 13, 1994

Revised and Approved: June 1, 2023

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

SUBJECT: Updated Job Description, Administrative Assistant to the Asst. Superintendent of Business Services

DATE: July 9, 2024

PERSON(S) RESPONSIBLE: Joshua Jorn, Assistant Superintendent

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed updated job description for the Administrative Assistant to the Assistant Superintendent of Business Services.

BACKGROUND:

While reviewing other Local Educational Agencies in Monterey County, PGUSD found that the current job description for the Administrative Assistant to the Assistant Superintendent of Business Services needs to be updated to align with current duties, responsibilities and use of systems.

INFORMATION:

The District has attached the updated job description which notes the major changes in red for Board approval. No changes are being proposed to the salary schedule as the compensation aligns with other Local Educational Agencies in Monterey County.

FISCAL IMPACT:

None

PACIFIC GROVE UNIFIED SCHOOL DISTRICT
JOB DESCRIPTION

**POSITION TITLE: ADMINISTRATIVE ASSISTANT TO ASSISTANT
SUPERINTENDENT OF BUSINESS SERVICES - CONFIDENTIAL**

DEFINITION: Serves at the District Level as an assistant to the Assistant Superintendent of Business Services. Duties and responsibilities require a high level of specialized and technical knowledge, responsibility, initiative and independent decision-making covering a broad range of district level activities and are performed under minimal direction. Relieves the administrator of routine administrative duties, provides general information and assistance to site administrators, classified supervisors, and to the public.

Positions are considered confidential when incumbents, in the course of duties, have access to or possess information relating to employer-employee relations or negotiations.

ESSENTIAL FUNCTIONS: Duties may include, but are not limited to the following:

- Perform a variety of complex, high-level clerical functions for the Assistant Superintendent of Business Services in support of all departments under the direction of Business Services.
- Type and proofread a wide variety of reports, letters, memos and statistical charts; type from rough draft, verbal instructions or transcribing machine recordings.
- Prepare report drafts; compile, assemble and summarize data for a variety of reports, including special projects.
- In coordination with the Superintendent's office, draft and prepare agenda items for Board of Education meetings
- Review and prepare items submitted by others.
- Review and update administrative details not requiring the immediate attention of a District administrator.
- Arrange committee and other meetings and send notices; may attend to take minutes; prepare summaries and distribute to appropriate staff.
- Prepare and maintain accurate budget materials, records and reports.
- Assist with training site clerical staff in ESCAPE and answering budget related questions.
- Maintain the administrator's appointment calendar; schedule meetings and appointments.
- Receive and appropriately respond to telephone calls, requests for information, and complaints.
- Prepare all purchase orders, process site refund requests, expense vouchers, work orders and office supply orders.
- Process District Insurance claims.
- Setup new vendors in ESCAPE
- Maintain District's parent/ volunteer/ staff driver database
- Manage all accounts receivable including processing payments, monthly reconciliation of District bank accounts and submitting deposits to the county.
- Maintain, coordinate, invoice and reconcile retire benefits
- Process residency and investigations for incoming student families
- Process developer fee requests
- Maintain and oversee District forms system
- Process event permits & COI requests.
- Compose and type publicity for newspapers, radio and television.

- Assist in training and monitoring of work done by clerical support staff.
- Share responsibility for monitoring the copier and training operators.
- Respond to emergencies.
- Maintain confidentiality.
- Other duties as assigned.

QUALIFICATIONS REQUIRED:

- Type at a minimum speed of 60 net words per minute.
- Ability to use a computer and other office equipment.
- Efficient use of computer programs.

Knowledge of:

- Functions and basic secretarial operations of a school district's administration office.
- Modern office methods, practices, and procedures; receptionist and telephone techniques.
- Proper English usage, spelling, grammar and punctuation; techniques of business letter and report writing.
- Provisions of applicable laws, regulations, legislation, codes and other federal and state policies and procedures related to the functions of Business Services.
- School District policies and procedures.
- Principles and procedures of record keeping.
- Basic and complex budgeting principles and practices.

Ability to:

- Work independently; organize and prioritize work effectively.
- Understand and carry out complex oral and written directions.
- Type from oral direction, rough draft, copy or notes from a variety of routine and complex materials including correspondence, tests, reports, memoranda, lists and documents.
- Act independently and make minor decisions based on established procedures.
- Work under pressure and with frequent interruptions and in stressful situations with diplomacy and tact.
- Perform research, compiling information from a variety of sources.
- Ability to communicate verbally with administrators, staff, students and the community in situations requiring tact, diplomacy, and discretion.
- Analyze situations quickly and suggest appropriate action.
- Establish and maintain effective working relationships with administrators, district employees, and the community.
- Make mathematical calculations quickly and accurately.
- Deal effectively with a wide variety of personalities and situations requiring diplomacy, friendliness, and firmness.
- Learn and interpret specific rules, laws, and policies and apply them with good judgment in a variety of situations.
- Must be able to work well independently and as part of a team.

EDUCATION AND EXPERIENCE REQUIRED:

- Four years of broad, varied and increasingly responsible paid experience in secretarial work, preferably in the field of public education
- Completion of the twelfth grade.
- A college degree in business, secretarial science or a related business field

or supplemental college coursework in these defined areas is desirable.

PHYSICAL REQUIREMENTS: of this position are, but not limited to the following:**Ability to:**

- Sit for extended periods of time.
- Stand in one area for extended periods of time.
- Stand and walk for extended periods of time.
- Ascend and descend steps.
- See for the purpose of observing accuracy of reports and documents
- The ability to listen to and understand information and ideas presented through spoken words and sentences.
- The ability to communicate information and ideas in speaking so others will understand.
- Communicate using the telephone and radio.
- Push/pull, squat, turn, twist, bend, and stoop.
- Lift and carry 20 lbs.
- Reach in all directions.
- Think clearly and rationally to solve problems, make good judgments and decisions.
- Work under stressful conditions.
- Perform the essential functions of this position in an accurate, neat, timely fashion
- Ability to meet the travel requirements of this position.

WORKING CONDITIONS:

Office working environment often subject to deadlines and stress. Sitting at a desk for long periods of time, bending, crouching, or kneeling at files, pushing/pulling of file drawers, reaching in all directions, and prolonged periods of time working at a computer terminal.

LICENSE OR CERTIFICATE:

- Possession of a valid California Driver's license is desirable.
- Valid CPR/First Aid Certification is desirable.

NOTE: This list of essential functions and physical requirements is not exhaustive and may be supplemented as necessary in accordance with the requirements of the job. Pacific Grove Unified School District adheres to the provisions of the Americans With Disabilities Act regarding reasonable accommodation procedures.

- 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: 2024-25 Classified and Certificated Management Salary Schedule Revision

DATE: July 9, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the updated Classified and Certificated Management Salary Schedule.

INFORMATION:

The District has revised the 2024-25 Classified and Certificated Management Salary Schedule to include the following changes:

Removed:

1. Fiscal Officer (*reclassified to Confidential Employee Group*)

Modified:

1. Director II Human Resources **reclassified** to Chief Human Resources Officer and updated salary schedule based on compensation study presented in prior board action item.
2. Director of Student Services **reclassified** to Executive Director of Student Services (*no change to compensation*)
3. Director of Curriculum and Special Projects **reclassified** to Executive Director of Educational Services (*no change to compensation*)

FISCAL IMPACT:

Unrestricted General Fund 01: \$8,886 increase

Pacific Grove Unified School District

2024-25 Salary Schedule - Management

		1	2	3	4	5	6	7	8
	Work Days	2023-24	2023-24	2023-24	2023-24	2023-24	2023-24	2023-24	2023-24
Principal - High School	220	179,456	183,918	188,369	192,835	197,285	201,743	206,200	212,351
	Daily Rate	816	836	856	877	897	917	937	965
Principal - Adult School	220	168,010	172,182	176,355	180,521	184,696	188,867	193,034	198,793
	Daily Rate	764	783	802	821	840	858	877	904
Principal - On Special Assignment	220	164,874	168,984	173,064	177,154	181,318	185,342	189,592	195,984
	Daily Rate	749	768	787	805	824	842	862	891
Principal - Middle School	215	166,282	170,409	174,541	178,666	182,796	186,921	191,050	196,747
	Daily Rate	773	793	812	831	850	869	889	915
Principal - Elementary Schools	215	164,874	168,984	173,064	177,154	181,318	185,342	189,592	195,984
	Daily Rate	767	786	805	824	843	862	882	912
Asst. Principal - High School/Middle School	210	158,107	162,028	165,950	169,878	173,802	177,722	181,640	187,055
	Daily Rate	753	772	790	809	828	846	865	891
Director - Education Tech	215	155,100	156,667	158,250	159,849	161,464	163,096	164,744	168,967
	Daily Rate	721	729	736	743	751	759	766	786
Exec. Director - Educational Services	220	165,581	169,687	173,798	177,912	182,023	186,134	190,236	195,910
	Daily Rate	753	771	790	809	827	846	865	890
Exec. Director - Student Services	220	168,010	172,182	176,355	180,521	184,696	188,867	193,034	198,791
	Daily Rate	764	783	802	821	840	858	877	904
Summer School Principal	24	10,635	10,635	10,635	10,635	10,635	10,635	10,635	10,300
	Daily Rate	443	443	443	443	443	443	443	429
Director - Nutrition	Annual 220	111,059	115,563	120,065	124,570	129,073	133,577	138,079	142,584
	Daily Rate	505	525	546	566	587	607	628	648
Director of Facilities and Transportation	Annual 225	146,238	149,957	153,774	157,688	161,601	165,610	169,723	173,936
	Daily Rate	650	666	683	701	718	736	754	773
Director - Technology Systems	Annual 222	145,448	147,159	148,890	150,632	152,397	154,179	155,978	157,796
	Daily Rate	655	663	671	679	686	695	703	711
Adult School Program Coordinator	Annual 220	104,346	107,737	111,239	114,853	118,586	122,440	126,419	130,528
	Daily Rate	474	490	506	522	539	557	575	593
Chief Human Resources Officer	Annual 225	177,548	181,953	186,360	190,775	195,181	199,587	203,989	210,072
	Daily Rate	789	809	828	848	867	887	907	934
Assistant Superintendent Business Services	Annual 225	198,756	216,825	225,498	228,266	233,973	239,822	245,818	251,963
	Daily Rate	883	964	1,002	1,015	1,040	1,066	1,093	1,120

A longevity increase of 2.50% of salary will be granted after completion of 10, 12, 15 and 20 years of service in a management capacity in PGUSD.

Doctorate stipend of 3.02% of Step 1 of Asst Principal's salary. Members of Management will have ACSA dues paid.

Health Care Allowance: \$3,000

In addition to other compensation, each full-time management employee who is enrolled in the District's medical dental and vision insurance plans shall have their annual compensation increased by the amount of this payment. The payment shall be made in equal installments over the normal monthly payroll.

History:

- 2006-07 Increase of 6.87% effective 7/1/2006 (6.87% Total Compensation)
- 2007-08 Increase of 4.00% effective 7/1/2007 (4.00% Total Compensation)
- 2008-09 Increase of 2.00% effective 7/1/2008 (2.00% Total Compensation)
- 2010-11 Increase of 1.40% effective 7/1/2010 (1.40% Total Compensation) 1.10% one-time
- 2011-12 Increase of 0.70% effective 7/1/2011 (0.70% Total Compensation)
- 2012-13 Increase of 1.45% effective 7/1/2012 (1.45% Total Compensation) 2.00% one-time
- 2013-14 Increase of 2.25%
- 2014-15 Increase of 2.25%
- 2015-16 Increase of 3.35% plus health care swap (3.50% Total Compensation)
- 2016-17 Increase of 3.50%
- 2017-18 Increase of 3.50%
- 2018-19 Increase of 3.20%
- 2019-20 Increase of 2.21%
- 2020-21 Increase of 3.00%
- 2021-22 Increase of 5.00% to base salary eff 7/1/2021
- 2022-23 Increase of 5.00% to base salary eff 7/1/2022
- 2023-24 Increase of 3.25% to base salary eff 7/1/2023 and \$3,300 to H and W

Updated 07-08-2024

- 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: 2024-25 Confidential Salary Schedule Revision

DATE: July 9, 2024

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

RECOMMENDATION:

The District Administration recommends the Board review and approve the updated Confidential Salary Schedule.

INFORMATION:

The District has revised the 2024-25 Confidential Salary Schedule to include the following changes:

Added:

1. Fiscal Officer (*reclassified from Management Employee Group*)

FISCAL IMPACT:

None

Pacific Grove Unified School District

2024-25 Salary Schedule - Confidential

	A	B	C	D	E	F	G	H	I	J
	2024-25	2024-25	2024-25	2024-25	2024-25	2024-25	10 years	15 years	20 years	25 years
Executive Assistant - Confidential	\$87,563	\$91,577	\$95,780	\$100,190	\$104,813	\$109,661	\$112,951	\$116,241	\$119,530	\$122,820
Daily Rate	\$337	\$352	\$368	\$385	\$403	\$422	\$434	\$447	\$460	\$472
Administrative Assistant - Confidential	\$80,975	\$84,671	\$88,136	\$92,609	\$96,868	\$101,328	\$104,369	\$107,409	\$110,448	\$113,488
Daily Rate	\$311	\$326	\$339	\$356	\$373	\$390	\$401	\$413	\$425	\$436
Fiscal Officer	\$101,486	\$106,024	\$110,346	\$115,563	\$120,779	\$122,995	\$126,685	\$130,375	\$134,065	\$137,754
Daily Rate	\$390	\$408	\$424	\$444	\$465	\$473	\$487	\$501	\$516	\$530
Payroll/Benefits Specialist	\$77,881	\$81,430	\$85,146	\$89,046	\$93,130	\$97,413	\$100,335	\$103,433	\$106,722	\$110,475
Daily Rate	\$300	\$313	\$327	\$342	\$358	\$375	\$386	\$398	\$410	\$425
Personnel Specialist	\$75,130	\$78,542	\$82,115	\$85,858	\$89,783	\$93,896	\$96,713	\$99,698	\$102,869	\$106,240
Daily Rate	\$289	\$302	\$316	\$330	\$345	\$361	\$372	\$383	\$396	\$409
Personnel Technician	\$71,070	\$74,292	\$77,666	\$81,203	\$84,913	\$88,801	\$91,465	\$94,289	\$97,287	\$100,475
Daily Rate	\$273	\$286	\$299	\$312	\$327	\$342	\$352	\$363	\$374	\$386

Health Care Allowance: \$3,000

History:

- 2005-06 Increase of 2.50% effective 7/1/2005 (7.00% Total Compensation)
- 2006-07 Increase of 5.68% effective 7/1/2006 (6.87% Total Compensation)
- 2007-08 Increase of 3.49% effective 7/1/2007 (4.00% Total Compensation)
- 2008-09 Increase of 2.00% effective 7/1/2008 (2.00% Total Compensation)
- 2009-10 No increase for 7/1/2009
- 2010-11 Increase of 1.40% effective 7/1/2010 (1.40% Total Compensation) 1.10% one-time
- 2011-12 Increase of 0.70% effective 7/1/2011 (0.70% Total Compensation)
- 2012-13 Increase of 1.45% effective 7/1/2012 (1.45% Total Compensation) 2.00% one-time. Exec Asst & Admin Sec I were increased 10.0%.
- 2013-14 Effective July 1, 2013 salaries were increased 7.00% and employees will pay their own PERS contributions
- 2014-15 Increase of 2.50% effective 7/1/2014
- 2015-16 Increase of 3.50% effective 7/1/2015; added longevity columns 10,15,20,25
- 2016-17 Increase of 3.50% effective 7/1/2016
- 2017-18 Increase of 3.50% effective 7/1/2017
- 2018-19 Increase of 3.20% effective 7/1/2018
- 2019-20 Increase of 2.21% effective 7/1/2019
- 2021-22 Increase of 5.00% effective 7/1/2021 to base salary
- 2022-23 Increase of 5.50% effective 7/1/2022 to base salary
- 2023-24 Increase of 4.65% effective 7/1/2023 to base salary plus \$1000 to H and W

Updated 07-08-2024

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

SUBJECT: Employment contracts for appointments to the Chief Human Resources Officer and the Executive Director of Educational Services

DATE: July 9, 2024

PERSON(S) RESPONSIBLE: Dr. Linda Adamson, Superintendent & Billie Mankey, Retired Annuitant and Interim Director II, Human Resources

RECOMMENDATION:

The District Administration recommends the Board review and approve the proposed appointment and employment contracts of two Cabinet-level positions.

BACKGROUND:

Job descriptions are being brought forward for updating the management title of the Director of Student Services to Executive Director of Educational Services and the Director II, Human Resources position to Chief Human Resources Officer.

INFORMATION:

The District has attached two employment contracts reflecting the appointment of Timothy (Buck) Roggeman from Director of Curriculum and Special Projects to Chief Human Resources Officer after recruiting for Director II, Human Resources without success and the appointment of Dr. Larry Haggquist from High School Assistant Principal to Executive Director of Educational Services. Both positions are Cabinet-level positions.

FISCAL IMPACT:

Fund 01: Decrease of \$8,993

**PACIFIC GROVE UNIFIED SCHOOL DISTRICT
ADMINISTRATIVE CONTRACT**

Employee: Timothy (Buck) Roggeman

Position: Chief Human Resources Officer (new title)

You are hereby notified that your name is being forwarded to the Governing Board to serve as an administrative employee in the Pacific Grove Unified School District, effective **July 10, 2024**, for the school year **2024-25**.

The following conditions of employment have been stipulated by the Governing Board and are hereby expressly made a part of this contract:

Your annual salary in the above position will be in accordance with the adopted Management Salary Schedule. Your placement is for the following position:

Chief Human Resources Officer, Step 7

You shall perform the duties of the **Chief Human Resources Officer** as prescribed by the Governing Board.

- 1) You shall work 225 days per fiscal year commencing and prorated on **July 10, 2024**
- 2) Your 225 work days shall consist of 210 work days with 15 paid holidays **A fiscal year is July 1st through June 30th**

2) Absences will be recorded as prescribed by the Governing Board.

3) You shall receive the following fringe benefits:

Paid ACSA dues

Optional partially paid health, dental and vision insurance

A \$100,000 level term life insurance policy is included with MCSIG health insurance coverage

4) Transportation allowance:

The Governing Board shall pay you \$ 40.00 per month for the use of your automobile while on the job.

5) Telephone allowance:

The Governing Board shall pay \$65.00 per month for the use of your cell phone while on the job.

6) Evaluation:

You shall be evaluated in accordance with procedures adopted by the Governing Board.

Dr. Linda Adamson, Superintendent

Date

Timothy (Buck) Roggeman

7/10/24

Date

Contract is pending date of Governing Board Approval: **July 9, 2024**

PACIFIC GROVE UNIFIED SCHOOL DISTRICT

ADMINISTRATIVE CONTRACT

Employee: Lawrence Haggquist

Position: Executive Director of Educational Services

You are hereby notified that your name is being forwarded to the Governing Board to serve as an administrative employee in the Pacific Grove Unified School District, effective **July 10, 2024**, for the school year **2024-2025**.

The following conditions of employment have been stipulated by the Governing Board and are hereby expressly made a part of this contract:

Your annual salary in the above position will be in accordance with the adopted Management Salary Schedule. Your placement is for the following position:

Executive Director of Educational Services, Step 4 and in addition doctoral stipend

You shall perform the duties of the **Executive Director of Educational Services** as prescribed by the Governing Board.

1) You shall work 220 days per fiscal year commencing on **July 10, 2024**.
A fiscal year is July 1st through June 30th and prorated thereof based on date of hire.

2) Absences will be recorded as prescribed by the Governing Board.

3) You shall receive the following fringe benefits:

- Paid ACSA or CASBO dues
- Optional partially paid health, dental and vision insurance
- A \$100,000 level term life insurance policy is included with MCSIG health insurance coverage

4) Transportation allowance:
The Governing Board shall pay you \$ 40.00 per month for the use of your automobile while on the job.

5) Telephone allowance:
The Governing Board shall pay \$65.00 per month for the use of your cell phone while on the job.

6) Evaluation:
You shall be evaluated in accordance with procedures adopted by the Governing Board.

Dr. Linda Adamson, Superintendent

Date

Dr. Lawrence Haggquist

Date

Contract is pending date of Governing Board Approval: **July 10, 2024**

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

SUBJECT: Approval of Resolution No. 1135 for the Education Protection Account for 2024-25

DATE: July 9, 2024

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

RECOMMENDATION:

The District Administration recommends that the Board review and approve Resolution No. 1135 for the Education Protection Account for 2024-25

BACKGROUND:

The Schools and Local Public Safety Protection Act of 2012, approved by the voters on November 6, 2012, temporarily increases the state's sales tax rate for all taxpayers and the personal income tax rates for upper-income taxpayers. The revenues generated from Proposition 30 are deposited into a state account called the Education Protection Account (EPA).

Since approval of Proposition 30, Education Protection Account (EPA), increasing sales tax and income tax for upper-income tax-payers, each school district is required to report the use of these funds.

The estimated EPA for fiscal year 2024-25 is \$321,554

Attached is the *Pacific Grove Unified School District EPA Revenue and Expenditures* highlighting that funds are allocated for instruction (certificated teacher salaries and benefits). The accounting of EPA will be posted on the District's website with the adopted budget documents and updated with final receipt amount and expenditures at the end of each fiscal year.

Despite implementation of the Local Control Funding Formula (LCFF) in fiscal year 2013–14, EPA entitlements continue to be calculated based on adjusted revenue limits. The funding amounts continue as components of the LCFF as part of an LEA's (local educational agency) floor calculation. The California Department Education (CDE) calculates EPA entitlements based on the statewide total of revenue limits and charter school block grant funding. Each LEA's EPA entitlement is then reduced so that funding from local revenue and the EPA combined do not exceed the LEA's adjusted LCFF. The CDE will allocate EPA revenues on a quarterly basis (September, December, March, and June) through the 2030–31 fiscal year.*

*Proposition 55 (2016), the ballot measure to continue the increased personal income taxes for an additional 12 years—not the increased sales taxes—contained in Proposition 30 (2012), continues the use of the EPA as the fund into which the increased revenues are deposited for the purpose of distributing to California school agencies.

Proposition 55 continues the requirement that the funds received from the EPA cannot be used for salaries

or benefits of administrators or any other administrative costs. Proposition 55 took effect on January 1, 2019, and remains in effect through December 31, 2030.

INFORMATION:

Resolution No. 1135 summarizes the District's Education Protection Account for FY 2024-25

PGUSD must adhere to the following requirements with respect to funds received from the EPA:

- Adopt an expenditure plan (*attached, Pacific Grove Unified School District EPA Revenue and Expenditures*)
- PGUSD must post a report on the website of the amount of EPA funds received and how the funds were spent (*posted under Business Office Documents following Board action*)
- Make the necessary information available for the external auditor to confirm compliance during the annual financial audit

FISCAL IMPACT:

None

Pacific Grove Unified School District
Board of Education
Resolution No. 1135

RESOLUTION REGARDING EDUCATION PROTECTION ACCOUNT

WHEREAS, the voters approved Proposition 30 on November 6, which added Article XIII, Section 36 to the California Constitution effective November 7, 2012;

WHEREAS, the provisions of Article XIII, Section 36(e) create in the state General Fund an Education Protection Account to receive and disburse the revenues derived from the incremental increases in taxes imposed by Article XIII, Section 36(f);

WHEREAS, before June 30th of each year, the Chief Business Official shall estimate the total amount of additional revenues, less refunds that will be derived from the incremental increases in tax rates made pursuant to Article XIII, Section 36(f) that will be available for transfer into the Education Protection Account during the next fiscal year;

WHEREAS, if the sum determined by the State Controller is positive, the State Controller shall transfer the amount calculated into the Education Protection Account within ten days preceding the end of the fiscal year;

WHEREAS, all monies in the Education Protection Account are hereby continuously appropriated for the support of school districts, county offices of education, charter schools and community college districts, and monies deposited in the Education Protection Account shall not be used to pay any costs incurred by the Legislature, the Governor or any agency of state government;

WHEREAS, a community college district, county office of education, school district, or charter school shall have the sole authority to determine how the monies received from the Education Protection Account are spent in the school or schools within its jurisdiction;

- The Board of Education shall make the spending determinations with respect to monies received from the Education Protection Account in open session of a public meeting of the governing board;
- The monies received from the Education Protection Account shall not be used for salaries or benefits for administrators or any other administrative cost;

WHEREAS, each community college district, county office of education, school district and charter school shall annually publish on its Internet website an accounting of how much money was received from the Education Protection Account and how that money was spent;

WHEREAS, the annual independent financial and compliance audit required of community college districts, county offices of education, school districts and charter schools shall ascertain and verify whether the funds provided from the Education Protection Account have been properly disbursed and expended as required by Article **XIII**, Section 36 of the California Constitution;

WHEREAS, expenses incurred by community college districts, county offices of education, school districts and charter schools to comply with the additional audit requirements of Article **XIII**, Section 36 may be paid with funding from the Education Protection Act and shall not be considered administrative costs for purposes of Article **XIII**, Section 36.

THEREFORE it is resolved that:

1. The monies received from the Education Protection Account shall be spent as required by Article **XIII**, Section 36 and the spending determinations on how the money will be spent shall be made in open session of a public meeting of the Pacific Grove Unified School District;

2. In compliance with Article **XIII**, Section 36(e), with the California Constitution, the Pacific Grove Unified School District has determined to spend the monies received from the Education Protection Act as attached.

PASSED AND ADOPTED by the Board of Education of the Pacific Grove Unified School District this 9th day of July, 2024 by the following vote;

AYES:

NOES:

ABSENT:

Brian Swanson, President

Dr. Elliott Hazen, Clerk

Jennifer McNary, Board Member

Laura Ottmar, Board Member

Carolyn Swanson, Board Member

Dr. Linda Adamson, Superintendent

2024-25 Education Protection Account (EPA)
Program by Resource Report
Projected Expenditures at Budget Adoption

Pacific Grove Unified School District EPA Revenue and Expenditures

Projected Expenditures through: June 30, 2025

For Fund 01, Resource 1400 Education Protection Account

Description	Object Codes	Amount
AMOUNT AVAILABLE FOR THIS FISCAL YEAR		
Adjusted Beginning Fund Balance	9791-9795	5,336.88
LCFF/Principal Apportionment	8010-8099	321,554.00
Federal Revenue	8100-8299	0.00
Other State Revenue	8300-8599	0.00
Other Local Revenue	8600-8799	0.00
All Other Financing Sources and Contributions	8900-8999	0.00
Deferred Revenue	9650	0.00
TOTAL AVAILABLE		326,890.88
EXPENDITURES AND OTHER FINANCING USES	Function	Amount
(Function 1000-7999)		
Instruction	1000-1999	284,773.00
Instruction-Related Services		
Instructional Supervision and Administration	2100-2150	0.00
AU of a Multidistrict SELPA	2200	0.00
Instructional Library, Media, and Technology	2420	0.00
Other Instructional Resources	2490-2495	0.00
School Administration	2700	0.00
Pupil Services		
Guidance and Counseling Services	3110	0.00
Psychological Services	3120	0.00
Attendance and Social Work Services	3130	0.00
Health Services	3140	0.00
Speech Pathology and Audiology Services	3150	0.00
Pupil Testing Services	3160	0.00
Pupil Transportation	3600	0.00
Food Services	3700	0.00
Other Pupil Services	3900	0.00
Ancillary Services	4000-4999	0.00
Community Services	5000-5999	0.00
Enterprise	6000-6999	0.00
General Administration	7000-7999	0.00
Plant Services	8000-8999	0.00
Other Outgo	9000-9999	0.00
TOTAL EXPENDITURES AND OTHER FINANCING USES		284,773.00
BALANCE (Total Available minus Total Expenditures and Other Financing Uses)		42,117.88

- | | |
|---|---|
| <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: July 9, 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 ✓ <i>Educational Protection Account Approval</i> ✓ 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>
<i>Tuesday, July 9</i>	<p>Regular Board Meeting</p> <ul style="list-style-type: none"> ✓ <i>Board Governance Training</i>

	<ul style="list-style-type: none">✓ <i>Facilities Needs Assessment</i>✓ <i>Prop 39 General Obligation Bond</i>
--	---

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>Board Meeting Calendar (January-June 2025)</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) ✓ <i>TK-3rd Grade Spanish Language Classes</i> ✓ <i>Equity Policy Update</i>
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 ✓ <i>Educational Protection Account Update</i> ✓ 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 ✓ 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